

**GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

State Agency Colorado Energy Office	Grant Amount Total Grant Amount: \$1,391,713.00
Grantee Fruita Housing Authority	
Grant Issuance Date The date the State Controller or an authorized delegate signs this Grant Letter	
Fund Expenditure End Date June 30, 2026	Local Match Amount Total Local Match Amount: \$139,171.34
Grant Expiration Date June 30, 2028	
Grant Authority Authority to enter into this Grant Agreement exists in HB-22-1362.	

Grant Purpose

Grantee was awarded funding as a result of the Colorado Energy Office’s competitive High Efficiency Electric Heating and Appliance (HEEHA) Request for Applications (RFA). HEEHA is a program administered by the Colorado Energy Office (CEO) to encourage use of electric equipment and appliances in buildings, because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology applications. The general purpose of this project is to encourage the installation of electric building equipment throughout the state of Colorado, specifically using a neighborhood or community-scale approach. CEO is providing funding to Grantee for the planning and installation of electric equipment in 51,425 sq. ft. of affordable housing units located at 1601 K 4/10 Road, Fruita, CO 81521.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work
2. Exhibit B, Budget
3. Exhibit C, Grantee’s Application

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Grant.
2. Exhibit A, Statement of Work
3. Exhibit B, Budget
4. Exhibit C Grantee’s Application

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p>GRANTEE Fruita Housing Authority</p> <hr/> <p>By: Michael Bennett, Executive Director</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Energy Office Will Toor, Executive Director</p> <hr/> <p>By: Dominique Gómez, Deputy Director</p> <p>Date: _____</p>
	<p>LEGAL REVIEW Philip J. Weiser, Attorney General</p> <hr/> <p>By: Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p>By: Office of the Governor, Jonathon Bray, Controller</p> <p>Effective Date: _____</p>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Fund Expenditure End Date

The Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall have no obligation to pay Grantee for any Work performed or expense incurred before the Grant Issuance Date, or after the Fund Expenditure End Date.

C. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit B.

- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- D. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- J. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- N. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- O. Define PII
- P. “**Services**” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- Q. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- R. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- S. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- T. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- U. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work, including IndiBuild Fruita LLLP. “Subcontractor” also includes sub-grantees.
- V. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- W. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Fund Expiration Date.

B. **Matching Funds.**

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee’s obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee’s treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter prior to accepting any Grant Funds. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not

intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

2. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Grant Award Letter. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

3. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

4. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et seq.*, C.R.S., Contractor, including, but not limited to, Contractor’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

5. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

6. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

7. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State’s sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

8. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

9. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

10. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

11. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

12. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all

State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

EXHIBIT A, STATEMENT OF WORK

1. High Efficiency Electric Heating & Appliances Grant Program

The HEEHA Grant Program was created by [HB 22-1362](#) to promote neighborhood-scale electrification projects in the State of Colorado (State). Fossil gas-powered appliances and equipment produce greenhouse gasses (GHG) and harmful indoor air pollution which can cause health problems. As a result, buildings rank in the top five biggest sources of GHG pollution in the State. Projects that support electrification and energy efficiency upgrades in Disproportionately Impacted, Low-Income, and/or Just Transition (DI / LI / JT) communities are highly encouraged. 30% of total grant funding is reserved for projects in DI / LI / JT communities.

The resulting High Efficiency Electric Heating & Appliances (HEEHA) program is a competitive, reimbursement-based grant program administered by the Colorado Energy Office (CEO). The total funding amount distributed by HEEHA will not exceed \$10 million over the program’s duration, with HEEHA sunseting June 30, 2026.

Funding allocations will go exclusively toward the purchase and installation of high-efficiency electric equipment for space heating, water heating, or cooking in multiple residential or commercial buildings. In the case of applicants located in DI/ LI/ JT communities, administrative costs associated with the purchase and installation of electrification equipment are eligible for additional cost coverage.

2. Definitions

HEEHA	High-efficiency Electric Heating & Appliances
CEO	Colorado Energy Office
Electric Ready	Adequate panel capacity, dedicated electric panel space, electrical wire, electrical receptacles, and adequate physical space to accommodate future installation of high-efficiency electric appliances including heating, water heating, cooking, drying, and an electric vehicle.
Grantee	Fruita Housing Authority

Quarter	Q1 September - November Q2 December - February Q3 March - May Q4 June – August
---------	---

3. Grantee Work Tasks, Deliverables, Timeline, and Budget

Grantee’s subcontractor, IndiBuild Fruita LLLP (“IndiBuild”) shall be responsible for the following tasks, deliverables and timelines. The below timeline may be adjusted by mutual written agreement via email between Parties.

3.1. Grant Administration

3.1.1. Kick-off Meeting

Kick-off meeting will be held within 90 days of Grant Award Letter execution and will establish expectations of IndiBuild for implementing this Agreement. The meeting shall include, but not be limited to, a review of the project implementation timeline, contingency plans should the original timeline be extended, IndiBuild’s strategy to implement the project and associated deliverables, and a review of this Grant Award Letter to ensure a clear understanding of expectations.

3.1.2. Quarterly Reporting & Progress Meetings

CEO, IndiBuild, and Grantee shall conduct quarterly project check-in calls or more frequently as determined by CEO. IndiBuild shall be responsible for ensuring that all relevant staff attend calls. Meeting agenda will include updates on relevant project tasks, challenges and barriers IndiBuild is encountering, and any decisions or guidance needed from CEO. Additionally, these meetings may include identifying any needed modifications to the tasks, implementation timeline, or budgets.

3.1.2.1. Quarterly Progress Reports

IndiBuild shall be subject to the following quarterly performance reporting requirements.

Reports shall include:

- Financial/Expenditure – tracking of grant related expenses for the quarter (paid and unpaid) and expenditures to date by match

funding source. Expenses must match the budget line items outlined in Exhibit B and Exhibit C. Expenditures of funds must reconcile with CEO's files and may also include unpaid invoices

- Programmatic – narrative report; including progress made toward project goals and objectives, percentage of project construction completion, obstacles encountered to date and possible solutions, photos indicative of construction progress for the quarter, planned activities for the next quarter
- Impact Reporting - report showing energy and gas consumption, GHG emission avoidance compared to fuel based equipment

3.1.2.2. Final Report

IndiBuild shall submit a final report by the Agreement end date. This report shall demonstrate the completion of the project and installation of the electric equipment. To be acceptable, the final report must explain IndiBuild's procurement and installation process, and it must identify the location of the equipment accompanied with a picture of the installed unit. The format of the report will be approved by CEO before the report is submitted. IndiBuild shall provide an invoice to the CEO for the purchase of the unit and associated equipment, permitting costs, and the labor costs associated with the installation. To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs being considered under the grant, including a breakdown of those covered under HEEHA and by the project match.

Deliverables: Meeting minutes, quarterly reports, and final report, and all presentations and forms created by IndiBuild.

Not to Exceed Budget Amount: \$7,000.00

3.2. Energy Audit / Analyses/Electrification Training

3.2.1. IndiBuild shall perform and submit results for projected energy consumption for residential units. The project will satisfy requirements of and achieve National Green Building Standards (Bronze).

3.2.2. Attend Colorado Energy Office's Electrification Training Course to qualify for program match requirement reduction of 5% for DI/ LI/ JT applicants. Training shall be completed prior to Final Report submission.

Not to Exceed Budget Amount: \$50,300.00

Deliverable/s: Energy usage analysis, satisfactory use of National Green Building Standards as identified in Grantee application; proof of participation at CEO electrification training.

3.3. Installation of Electric-ready panel

3.3.1. IndiBuild shall conduct the following activities to equip the project buildings and proposed electric equipment with infrastructure adequate to support its use.

- Purchase and installation of Electric Service/Panel Upgrades
 - Service Fee
 - Load Center
 - Electric Panel
 - EV Ready/ Upsized
 - Solar Ready

Deliverables: Installation of approved equipment panel with supporting documentation including paid invoices and photos

Not to Exceed Budget Amount: \$136,767.10

3.4. Equipment Installation & Commissioning

3.4.1. Equipment Installation

The following activities shall be performed and equipment will be purchased, installed, and operational: (reimbursement at 90% of cost for DI/ LMI/ JT grantees)

- Electric Space Conditioning
 - Heat Pump Systems (50)
 - Space Conditioning Fans (52)
- Electric Domestic Hot Water Heating
 - Water Heating (51)
- Electric Cooking Appliance
 - Cooking Range/Stove (50)

Deliverables: Installation of approved appliances with supporting documentation including paid invoices and photos

Not to Exceed Budget Amount: \$1,177,845.52

3.4.2. Commissioning & Operational Verification

IndiBuild shall undertake a process to ensure all systems & equipment are designed, installed, tested, operated, and maintained according to the operational requirements to ensure proper installation and operation. IndiBuild shall test twenty (20) HVAC and DHW units. IndiBuild shall also clearly demonstrate installed equipment is primarily used over fossil fuel driven redundancy boiler(s).

Deliverable/s: Supporting documentation including a commissioning logbook and report and any supporting data and primary information to be provided within 1 year of project completion date.

Not to Exceed Budget Amount: \$19,800.00

3.4.3. Final Project Design

IndiBuild shall finalize the detailed design of this project and provide CEO with a copy of such design.

Deliverable/s: Copy of final project design development and construction documents upon completion.

3.5. Payment Requests/Reimbursement Procedures

3.5.1.1. IndiBuild shall submit a finance/expenditure report including receipts/invoices detailing eligible project expenditures and pictures of operational equipment, along with a progress report detailing installation and operation of electric equipment per unit complete. The electric equipment will be acceptable to the CEO if they are installed, operational, and available for use by Grant Expiration Date. IndiBuild's invoice to CEO will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of electric equipment, construction materials, permitting, construction labor costs, and installation costs.

3.5.1.2. The reimbursement report will be acceptable to CEO if it explains IndiBuild's procurement and installation process, and it identifies the location of the electric equipment accompanied with a picture of the installed units. If the units, invoice, and report are acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.

- If the units, invoice, and report are unacceptable, the CEO Program Manager will work with IndiBuild to correct, modify, or replace as needed.

Deliverable/s: The following documentation is required for CEO to reimburse eligible costs on the project:

- Reimbursement Report
- Summary Invoice/Reimbursement Request
- Legible copies of all sales invoices showing the purchase price and amount paid by the applicant for the equipment, number of units purchased and serial numbers from the units.
- Legible copies of all invoices/receipts showing installation costs and number of labor hours spent by the installers and any subcontractors on the project.
- Date(s) of installation, installation completion and when the unit(s) are operational and available for use.
- Digital photograph(s) of the completed unit(s).
- Photographs must demonstrate adherence to the design standards. Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.
- All deliverables shall be adjusted to the final approval and discretion of the CEO.

3.6. Annual Performance Reporting

Per CRS 24-38.5-405 (8)(a), IndiBuild shall submit a report to the Colorado Energy Office the first five years after receiving the grant. IndiBuild shall submit a report to the Colorado Energy Office annually upon project completion during the duration of this Grant Award Letter. This report shall include description of the project and measures funded using grant funds and operational data of electric equipment on gas and electricity use, cost, and emissions. Reporting template will be provided by the Colorado Energy Office.

Deliverable/s: Annual report each year after project completion

3.7. Match Reporting

IndiBuild shall submit to the Colorado Energy Office annually details on any federal and local tax benefits received for the property that constitute grant match requirements during the term of this Grant Award. This report shall include description of the project and measures funded using grant funds and operational data of electric equipment on gas and electricity use, cost, and emissions. Reporting template will be provided by the Colorado Energy Office. IndiBuild shall provide a minimum 10% cash match for every disbursement request. IndiBuild shall report total cash match including overmatch.

Deliverable/s: Evidence of cash match for this project.

EXHIBIT B, BUDGET

1. Eligible Costs

The following items are eligible for reimbursement:

- Energy audit(s) of ASHRAE Level II or equivalent to help an applicant determine electrification equipment type and sizing for the project.
- The purchase and installation of high efficiency electric equipment for space heating, water heating, or cooking.
- Utility and electric infrastructure upgrades that are necessary to install high efficiency electric equipment. This includes wiring, transformers, breaker boxes, electrical panels, and circuits.
- The purchase and installation of other innovative high efficiency building technologies that the CEO decides will likely be the same or better efficiency as high efficiency heat pumps.
- DI / LI / JT Communities Only: Community organizing time associated with the planning of the neighborhood-scale electrification project. Up to 30 hours of community organizing to recruit homeowners, organizing energy audits, and other tasks associated with the planning grant may be reimbursed through the grant.
- DI / LI / JT Communities Only: Administrative costs associated with the implementation of the neighborhood-scale electrification project may be reimbursed through the grant funding. Administrative costs may include but are not limited to reimbursement for staff time for managing or coordinating the implementation and installation of the equipment, working with contractors to complete projects, or other implementation-focused activities.

2. Project Budget

Table 1. HEEHA Budget Form Summary

Planning Phase Budget Request	Measure	Total Cost	CEO Grant Coverage Percentage
	Energy Audits/	\$70,100	100%

	Analysis Costs:		
	Community Organizing Costs:	\$3,000	100%
	Total Request	\$73,100	100%
Implementation Phase Budget Request	Measure	Total Cost	CEO Grant Coverage Percentage
	Electrification Equipment Costs:	\$1,311,828.77	85%*
	Electric Service/Panel Upgrade Costs:	\$136,767.10	100%
	Administrative Costs:	\$4,000	100%
	Total Request before Training:	\$1,255,821.55	
	Total Request Cover by Grant after Training:	\$1,318,612.62	
Total Project Costs Covered before Training (Planning & Implementation)		\$1,328,922	
Total Project Costs Covered by Grant after Training (Planning & Implementation)		\$1,391,713	

*Grantees who elect to participate in CEO’s electrification training course receive a 5% discount on match requirement for electrification equipment costs.