

SOLAR GRANT OWNERSHIP AGREEMENT

This Solar Grant Ownership Agreement (hereafter “Agreement”) is done this _____ day of _____, 2021, between _____ (“Local Government”) and the City of Steamboat Springs, a Colorado home-rule municipality (the “City”), referred to collectively herein as “Parties”.

RECITALS

A. C.R.S. § 29-12.5- 101 *et. seq.* provides for Colorado local governments to engage in contracts for analysis, recommendations, monitoring, and financing of energy conservation measures.

B. The City applied for and received a grant (attached hereto as Exhibit “A”) from the Colorado Department of Local Affairs (“DOLA”) on behalf of the following Northwest Colorado governments: City of Craig, Moffat County, Moffat County School District, Town of Hayden, Town of Oak Creek, Town of Yampa, and Yampa Valley Regional Airport (hereafter “NW Govts”).

C. Under the terms of the DOLA Grant, ownership and maintenance of installed improvements shall be the responsibility of the local government where the installment occurred.

D. The terms of the DOLA grant also include the requirement that the City enter into agreement(s) with the local government entities receiving installation(s) to restrict ownership of the installed equipment for a period of ten (10) years following the date of closeout of the Project by the State.

E. The City is acting as fiscal agent on behalf of the NW Govts to distribute the \$2,102,000 grant awarded by DOLA for the installation of solar photovoltaics at approximately thirteen (13) local government facilities in northwest Colorado (hereafter “the Project”).

F. The contributions of the NW Govts and the DOLA funds supporting each local government’s portion of the Project are shown on a spreadsheet attached hereto as **Exhibit “B”**.

G. Local Government has entered an energy performance contract with McKinstry Essention, LLC (the “Vendor”), under which Vendor will design and construct Local Government’s facilities contemplated under the Project.

H. The City and Local Government wish to enter into this Agreement in order to facilitate the Project and comply with the terms of the DOLA grant.

NOW, THEREFORE IN CONSIDERATION of the promises and covenants herein contained, the Parties hereto mutually agree as follows:

1. Ownership Restricted. Local Government agrees to restrict ownership of the installed equipment, more particularly described as _____ for a period of ten (10) years following the date of closeout of the Project by the State.

2. Copies to DOLA. Local Government agrees that the City shall provide DOLA copies of this Agreement if requested.
3. Reimbursement Requirement. If Local Government decides to change the ownership of the equipment to an entity which the State determines does not qualify in meeting the original intent of the Project, the Local Government must reimburse to the City (as fiscal agent) an amount equal to the current fair market value of the equipment, less any portion of the value attributable to expenditures of non-Energy Impact grant funds for acquisition of and improvements to, the equipment.
4. City as Fiscal Agent. Should Local Government make a reimbursement to the City as fiscal agent per section four (4) above, the City shall transfer in whole such reimbursement directly to the State in order to fulfill the obligations of the DOLA Grant.
5. Term. The Parties agree that at the end of the ten (10) year period following the date of completion and thereafter, no State restrictions on ownership of the equipment shall be in effect.
6. Relationship of the Parties. The Parties to this Agreement are not and shall not be construed to be partners, contractors for services, joint venturers, or agents of one another with respect to any activities associated with this Agreement. No agent, employee or volunteer of the Local Government shall be deemed to be an agent, employee or volunteer of the City.
7. No City Liability. The Local Government acknowledges that neither the City nor any of the City's authorized representatives accept any responsibility or liability in respect of any claim or cause of action arising out of, or in relation to this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.
8. No Assignment. Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.
9. Governing Law. This Agreement is governed by the laws of the State of Colorado. Any suit between the parties arising under this Agreement shall be brought only in a court of competent jurisdiction for the Fourteenth Judicial District of the State of Colorado.

[Signature Page Follows]

Local Government:

Print Name: _____

ATTEST:

**CITY OF STEAMBOAT SPRINGS,
a Colorado home rule city**

Julie Franklin
City Clerk

By: _____
Gary Suiter
City Manager