

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **YEAR ONE, INC. (dba MILE HIGH YOUTH CORPS)**, a Colorado nonprofit corporation, with an address of 1801 Federal Boulevard, Denver, Colorado 80204 (the “Contractor”), collectively “the Parties”.

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated November 16, 2012, (the “Agreement”); and

WHEREAS, the City and the Contractor wish to amend the Agreement so as to add funds, extend the term, and revise the unit costs for billing;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Exhibit A is hereby deleted in entirety and replaced with **Exhibit A-1 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A are changed to Exhibit A-1.

2. **Exhibit B-1 Budget**, attached and incorporated by reference herein, is hereby added to the Agreement. All references in the original Agreement to Exhibit B are changed to **Exhibits B and B-1**.

3. Section 3 of the Agreement, entitled “**TERM**” is hereby deleted in entirety and replaced with:

“**TERM**: The Agreement will commence on January, 01, 2013 and will expire on December, 31, 2014 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.”

4. Subsection A of section 4 of the Agreement, entitled “**Budget**” is hereby deleted in entirety and replaced with:

“A. **Budget**: For the period commencing on January 1, 2013 through December 31, 2013, the City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an

amount not to exceed **Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00)** (the “Maximum Contract Amount”) in accordance with the budget set forth in **Exhibit B**. For the period commencing on January 1, 2014 through December 31, 2014, the City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00)** (the “Maximum Contract Amount”) in accordance with the budget set forth in **Exhibit B-1**.

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

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Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____


By _____

By _____



Contract Control Number: HRCRS-201208025-01

Contractor Name: YEAR ONE

By: 

Name: KELLY CAUSEY
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



SCOPE OF WORK
Mile High Youth Corps
RESIDENTIAL ENERGY EFFICIENCY SERVICES

1.0 Scope

1.1 Services: Mile High Youth Corps (the Contractor) shall provide energy efficiency services, weatherization upgrades, and resident education for residential units in the City and County Denver. Specific services include:

1.1.1 Outreach:

1.1.1.1 MHYC will conduct outreach in order to qualify clients for services. These efforts will be focused through data gathered from the state assessors' office and focused on the target income range. Billed outreach will be focused in these areas:

1.1.1.2 Access LEAP clients through established partnership with that agency.

1.1.1.3 Conduct neighborhood canvassing.

1.1.1.4 Implement direct mailing of program information and links for clients to enroll.

1.1.2 Program Screening and Enrollment:

1.1.2.1 Clients will self-attest to income qualification under 300% of FPL for the household.

Clients will sign documentation attesting to their qualification for the program. This documentation will be stored by MHYC for review as requested by the program manager. All participants will meet an income standard of 300% FPL or lower.

1.1.3 Energy Audit:

1.1.3.1 Upon written authorization by the resident or homeowner, MHYC shall provide an assessment of the attic dwelling. An attic assessment will include:

- Inspecting of insulation in the attic of the dwelling to evaluate the type, quality and quantity of attic insulation.
- Recommendation to bring the insulation to energy-efficient standards: improve attic insulation to an R-value of 40 or greater; or a depth of 15-16 inches at a minimum.
- Determination of proper installation. ex: piled uneven, separated, incomplete coverage.

- An assessment of the building square footage, fuel type and furnace style will also be included.

Assessments may be conducted at any time. A full energy audit will be conducted only if there is a confirmed source for which the participant is qualified to implement at least one major upgrade need identified in the audit, either through the Contractor or through a partner organization.

1.1.4 Referrals:

1.1.4.1 Clients eligible through the program are primarily identified through our partnership with LEAP, neighborhood canvassing, direct mail, or partner referral. These referrals are entered and tracked in our database system.

If a program participant is in need of additional services related to energy efficiency or health and safety work not provided by the Contractor and the Contractor is aware of other organizations in the community who provide those services, the Contractor will make an effort to refer participants to those other organizations.

1.1.5 Minor Upgrades:

1.1.5.1 Upon written authorization by resident or homeowner, MHYC shall provide materials and installation of energy efficiency upgrades as follows: 13W, 20W CFL- total number of CFLs installed per dwelling not to exceed 20

Upon written authorization by resident if the removal of existing showerhead/ aerator can be accomplished with no more than 12-foot pounds of pressure, or written authorization of homeowner otherwise, MHYC shall provide materials and installation of energy efficiency upgrades as follows:

- 1.5 gallon Showerhead- No limit per dwelling
- 1.5 gallon kitchen aerator- No limit per dwelling
- 1.0 gallon bathroom aerator- No limit per dwelling

Upon written authorization by homeowner, MHYC shall provide materials and installation of energy efficiency upgrades as follows:

- Simple, inexpensive programmable thermostat
- Simple, inexpensive Smoke/CO Detector

1.1.6 Major Upgrades:

1.1.6.1 N/A

Priority will be given to measures that achieve a 5-10 year payback.

1.1.7 Education:

1.1.7.1 All clients are educated as how to work the materials that are installed by crews, as well as on clean up and disposal of materials if necessary. Primarily, crews will educate clients as to the energy and monetary savings associated with the installed materials through their proper use. Clients are also educated on additional ways for the clients to save energy and money in their home, such as washing clothes in cold water or hang drying laundry.

Additionally, client implementation and knowledge of the education crews deliver is tracked through surveying clients in our quality assurance process (see below).

1.1.8 Quality Assurance:

1.1.8.1 MHYC shall conduct a quality check for 10% of the households visited to ensure quality installations and customer satisfaction. Results of this follow will be stored for review for 5 years.

1.1.9 Follow Up:

1.1.9.1 In addition to quality checks described above, MHYC will perform all additional follow up needs as it relates to client satisfaction and quality assurance and will contract for additional services at our agency's cost to perform work which cannot otherwise be performed in-house.

1.2 Projected measurable outcomes include:

Activity	Contract Goal
Total Households Served	725
Total Households Served: Outreach	1800
Total Households Served: Education	725
Total Households Served: Audits	725
Total Households Served: Minor Upgrades	725

Activity	Contract Goal
Total Households Served: Major Upgrades	0
Total Energy Savings: KWh (Annual)	336,074
Total Energy Savings: Therms	78,910
Total Annual Household Dollar Savings	\$106,022
Total Funds Leveraged	\$54,618

2.0 Programmatic and Performance Requirements

2.1 Data Collection and Reporting

- 2.1.1 Contractor shall provide the Denver Department of Environmental Health a standard approved Excel spreadsheet with relevant building, upgrade and audit information for all DOSP funded accounts, as directed by City staff, including but not limited to the following: Address, Square footage of home, building type, heating fuel type, actual upgrades completed (if applicable), date upgrade was completed, contractor who completed upgrade, water heating type (if water heating upgrade completed), and smoke detector and CO detector data. Contractor shall also collect the PUC approved customer data release form from every DOSP funded client and provide legible, scanned copies of the form to the City on a quarterly basis.
- 2.1.2 Contractor will submit a complete standard approved spreadsheet and all PUC customer data release forms to the Department of Environmental Health on a quarterly basis for upload.
- 2.1.3 The Contractor shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. The Contractor shall be responsible for supplying and maintaining all required equipment and software.
- 2.1.4 The Contractor will submit a Monthly Activities Report form to accompany each invoice. The Contractor will also submit a full report detailing progress toward project outcomes on a quarterly basis to DOSP.
- 2.1.5 The Contractor's final program report shall be submitted to DOSP within 45 days after the end of the Contract.

3.0 Administrative Requirements

3.1 Compensation and Methods of Payment

- 3.1.1 The method of payment to the Contractor by DOSP shall be in accordance with City and County of Denver Fiscal Rule 8.3, *Procedures for Accounts Payable*. The Contractor must submit expenses and accruals to DOSP on or before the 20th day of each month for the previous month's activities.
- 3.1.2 The Contractor shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.
- 3.1.3 All changes to the budget must be submitted in writing by completing the budget modification request form and sent via email to the DOSP contract administrator and it must be approved by the Project Manager. No budget adjustments will be approved between 0 and 30 days of the contract end date.
- 3.1.4 The Contractor shall follow City and County of Denver Fiscal Rule 8.1, Procurement, which requires that at least three (3) documented quotations be secured for all purchases of services (including insurance), supplies, or other property that costs more than \$5,000.00 in the aggregate.
- 3.1.5 The Contractor shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

3.2 Communication

- 3.2.1 Contractors using website, radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method to market or publicize activities funded by the Denver Office of Strategic Partnerships (DOSP) shall acknowledge DOSP as a source of funding and include the following statement in all relevant communication material: "The funding source for this activity is the Denver Office of Strategic Partnerships."

3.3 Close-Out

- 3.3.1 DOSP reserves the right to automatically closeout the contract after sixty (60) days if there are no disallowed costs pending. Once the contract closeout is complete, no further reimbursements will be allowed.

Program Budget and Cost Allocation Plan Summary

Contractor Name: MILE HIGH YOUTH CORPS

Program Year: 2014

Project : 2014- Residential & Nonprofit Energy Efficiency Servies

Contract Dates: 1/1/2014 TO 12/31/2014

Service Category	Total	Fees Charged to DOSP (enter funding stream here) DOSPEV-2011-00000-00					Total Fees Charged to DOSP		County of Denver Funding applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Total	
		Number of Units	Unit Price	Unit	Total	Total	%	Total	%	Total	%	Amount	%	Amount	%	
<i>Personnel</i>	\$443,026.00	725	227.00	Residence	164,573	37%	164,573	37%		0.00%		0.00%	278,453	63%	443,026.00	100%
<i>Fringe</i>	\$84,175.00	725	43.59	Residence	31,604	38%	31,604	38%		0.00%		0.00%	52,571	62%	84,175.00	100%
<i>Support</i>	\$1,808.00	725	2.49	Residence	1,808	100%	1,808	100%		0.00%		0.00%	0	0%	1,808.00	100%
<i>Occupancy</i>	\$40,000.00	725	27.59	Residence	20,000	50%	20,000	50%		0.00%		0.00%	20,000	50%	40,000.00	100%
<i>Van Lease</i>	\$5,808.00	725	8.01	Residence	5,808	100%	5,808	100%		0.00%		0.00%	0	0%	5,808.00	100%
<i>Auto Insurance</i>	\$1,144.00	725	1.58	Residence	1,144	100%	1,144	100%		0.00%		0.00%	0	0%	1,144.00	100%
<i>Outreach - Web Design& Brochures</i>	\$1,900.00	725	2.62	Residence	1,900	100%	1,900	100%		0.00%		0.00%	0	0%	1,900.00	100%
<i>Tools</i>	\$5,000.00	725	6.90	Residence	5,000	100%	5,000	100%		0.00%		0.00%	0	0%	5,000.00	100%
<i>Transportation Costs</i>	\$3,093.00	725	4.27	Residence	3,093	100%	3,093	100%		0.00%		0.00%	0	0%	3,093.00	100%
<i>Material Costs</i>	\$40,070.00				40,070	100%	40,070	100%		0.00%		0.00%	0	0%	40,070.00	100%
Total Contracted Service Fees:	\$626,024.00		324.04		275,000	44%	275,000	44%	0	0.00%	0	0.00%	351,024	56%	626,024.00	100%

MILE HIGH YOUTH CORPS – 2014 Budget Narrative

FIXED COSTS

A. Labor Expenses:

Name/Position Computation Cost

Project Manager: Joe Pereira

\$ 52,000 annual salary 32.5% of time on project = \$16,900

This position is responsible for the overall management and implementation of the project and any related training for staff and corps members.

Crew Leader: Bill Cleary

\$37,440 annual salary = 50% of time on project = \$18,720

The crew leader provides direct supervision to the corps members, ensuring the project deliverables are met while providing professional development and ensuring safety for all concerned.

Client Intake Assistant: Clair Slattery-Quintanilla

\$28,122 annual salary = 50% of time on project = \$14,061

The Client Intake Assistant implements the multi-tiered intake strategy. This position will focus on contacting unit owners and schedule assessment appointments to guarantee crew workflow. She will maintain quality control of data entry and prepare data reporting as needed.

Project Specialist: Sam Vasquez

\$29,982 annual salary = 50% of time on project = \$14,991

This position provides technical support and oversees to the project.

Client Intake Assistant: Rachel Talpers

\$28,122 annual salary = 50% of time on project = \$14,061

The Client Intake Assistant implements the multi-tiered intake strategy. This position will focus on contacting unit owners and schedule assessment appointments to guarantee crew workflow. She will maintain quality control of data entry and prepare data reporting as needed.

Program Coordinator: Steve Lynch

\$36,400 annual salary = 25% of time on project = \$9,100

This position oversees programmatic development of Corps members. He implements their day to day programmatic learning and all associated tasks.

Accountant: Theresa Khong

\$38,480 annual salary = 25% of time spent on project = \$9,620

This position provides accounting support for the project and works closely with the Project Manager.

Director of Finance and Operations: Kevin Haney

\$72,800 annual salary = 10% of time spent on project = \$7,280

This position is responsible for the overall management of accounting and finance supports for staff and corps members.

Corps members – 10 positions:

\$544 stipends x 11 biweekly pay periods x 10 persons X 100% of time on project=\$59,840

Corps members are the youth between the ages of 18-24 who are trained to conduct the energy assessments in the clients' homes. They will deliver client educations; install low-cost measures and work to disperse large scale delivery of services across Denver.

Total Labor Expenses: \$ 164,573.00

B. Fringe Benefits:

Name/Position Computation Cost

Projects Manager – Energy

Employers FICA	\$16,900 x 7.65% of salary	\$ 1,293
Health Insurance	\$16,900 x 9.00% of salary	\$ 1,569
Workers' Compensation	\$16,900 x 3.79% of salary	\$ 641
Unemployment Compensation	\$11,000 x 2.72% of salary	<u>\$299</u>
Total:		\$3,802

Crew Leader - Energy

Employers FICA	\$18,720 x 7.65% of salary	\$1,432
Health Insurance	\$18,720 x 11% of salary	\$1,993
Workers' Compensation	\$18,720 x 3.79% of salary	\$710
Unemployment Compensation	\$11,000 x 2.72% of salary	<u>\$299</u>
Total:		\$4,434

Client Intake Assistant

Employers FICA	\$14,061 x 7.65% of salary	\$1,076
Health Insurance	\$14,061 x 14% of salary	\$1,965
Workers' Compensation	\$14,061 x 0.75% of salary	\$ 105
Unemployment Compensation	\$11,000 x 2.72% of salary	<u>\$ 299</u>
Total:		\$3,445

Project Specialist

Employers FICA	\$14,991 x 7.65% of salary	\$1,147
Health Insurance	\$14,991 x 13% of salary	\$1,965
Workers' Compensation	\$14,991 x 3.79% of salary	\$ 569
Unemployment Compensation	\$11,000 x 2.72% of salary	<u>\$ 299</u>
Total:		\$3,979

Client Intake Assistant

Employers FICA	\$14,061 x 7.65% of salary	\$1,076
Health Insurance	\$14,061 x 14% of salary	\$1,965
Workers' Compensation	\$14,061 x 0.75% of salary	\$ 105
Unemployment Compensation	\$11,000 x 2.72% of salary	<u>\$ 299</u>
Total:		\$3,445

Program Coordinator

Employers FICA	\$ 9,100 x 7.65% of salary	\$696
Health Insurance	\$ 9,100 x 11% of salary	\$982
Workers' Compensation	\$ 9,100 x 3.79% of salary	\$345
Unemployment Compensation	\$ 9,100 x 2.72% of salary	<u>\$ 248</u>
Total:		\$2,271

Accountant

Employers FICA	\$ 9,620 x 7.65% of salary	\$736
Health Insurance	\$ 9,620 x 15% of salary	\$1,456
Workers' Compensation	\$ 9,620 x 0.75% of salary	\$72
Unemployment Compensation	\$ 9,620 x 2.72% of salary	<u>\$262</u>

Total: \$2,526

Director of Finance and Operations

Employers FICA	\$7,280 x 7.65% of salary	\$557
Health Insurance	\$7,280 x 1% of salary	\$47
Workers' Compensation	\$7,280 x 0.75% of salary	\$ 54
Unemployment Compensation	\$7,280 x 2.72% of salary	<u>\$ 198</u>
Total:		\$856

Corps members (10 positions)

Employers FICA	\$59,840 x 7.65% of wages	\$4,578
Workers' Compensation	\$59,840 x 3.79% of wages	<u>\$2,268</u>
Total:		\$6,846

Total Fringe Benefits: \$ 31,604

TOTAL PERSONNEL COSTS: \$196,177

C. Support Expenses

Uniforms: 10 corps members + 1 Crew Leader x \$65.64 = \$722
Bus Passes: 10 corps members x 5 months x \$21.74 per month = \$1,087
Total Support Expenses: \$1,809 100% on project

D. Outreach:

Web Design & printing of brochures \$1,900
Total Outreach Expenses: \$1,900 100% on project

E. Occupancy:

Rent of warehouse and office space is \$40,000 for 12 months. This project will utilize 50% of the space and utilities for a 12 month period:
\$1,133.33 per month x 12 months = \$13,600
Utilities \$533.33 per month x 12 months = \$6,400
Total Occupancy Expenses: \$ 20,000 50% on project

F. Tools: \$5,000

\$5,000 100% on project

G. Transportation costs

Gas: \$48.21 per week per vehicle for 52 weeks = 1 vehicle x \$48.21 per week x 52 weeks=**\$2,507**

Maintenance: \$586 for 12 months per vehicle = 1 vehicle x \$586 = **\$586**

Van Lease:

1 vehicle X \$484.00 monthly lease X 12 months = **\$5,808**

Auto Insurance:

\$1,144 for 12 months per vehicle = 1 vehicles x \$1,144 = **\$1,144**

Total Transportation Expenses: \$10,045 100% on project

Total Fixed Costs \$ 234,931

Fixed Cost Per Unit (based on 725 units): \$ 324.04

VARIABLE COSTS

H. Materials

Materials to be installed per home:

10 Compact Florescent Lights x \$1.39 = \$13.90

5 Compact Florescent Light Bulbs x \$1.59 = \$7.95

Showerheads: \$2.30 x install rate of 80% = \$1.84

Aerators: \$1.89

CO Monitor: \$20.00

Programmable Thermostat \$15 x 50% install rate = \$7.50

Total Energy Materials per home: \$53.08

Total Energy Materials for 725 homes = 725 x \$53.08= **\$38,483**

Shipping & Handling: **\$1,587**

Total Material Expenses: \$ 40,070 100% on project

TOTAL AMOUNT REQUESTED : \$275,000