

## AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **YEAR ONE INC, d/b/a MILE HIGH YOUTH CORPS**, a Colorado Corporation, with an address for notice purposes of 1801 Federal Blvd., Denver, Colorado 80204 (the “Contractor”), jointly “the Parties” and individually a “Party.”

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Department of Human Rights and Community Partnerships (“Executive Director”), or the Executive Director’s Designee.
2. **SERVICES TO BE PERFORMED**: As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A, Scope of Work**, to the City’s satisfaction. Additionally, the Executive Director may increase the scope of work described in Exhibit A by written notice to the Contractor which describes any additional work to be performed and corresponding budget amounts, if applicable, for such services. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
3. **TERM**: The Agreement will commence on January 1, 2022, and will expire, unless sooner terminated, on December 31, 2024.
4. **COMPENSATION AND PAYMENT**
  - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement, payment not to exceed the rates and amounts set forth in **Exhibit A**.
  - 4.2. **Reimbursable Expenses**: There are no, non-specified reimbursable expenses allowed under the Agreement. All of Contractor’s expenses are described in **Exhibit A**.
  - 4.3. **Invoicing**: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City.

The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

**4.4. Maximum Contract Amount**

**4.4.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED SEVENTY THOUSAND DOLLARS AND NO CENTS (\$570,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A**, or as directed by Chief in writing, are performed at the Contractor's risk and without authorization under the Agreement.

**4.4.2.** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**5. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**6. TERMINATION**

**6.1.** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon sixty (60) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

**6.2.** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the

Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**6.3.** Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

**6.4.** If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

**7. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all time comply with D.R.M.C. 20-276.

**8. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with

respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

## 9. **INSURANCE**

**9.1. General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**9.2. Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the

City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- 9.3. Additional Insureds:** For Commercial General Liability, Auto Liability Professional Liability (if required), and Excess Liability/Umbrella (if required) the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 9.4. Waiver of Subrogation:** For all coverages required under this Agreement, with exception of Professional Liability (if required), the Contractor's insurer shall waive subrogation rights against the City.
- 9.5. Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 9.6. Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 9.7. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.
- 9.8. Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 9.9. Cyber Liability:** Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion

and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

**10. DIVISION OF SMALL BUSINESS OPPORTUNITY REQUIREMENTS**

- 10.1.** This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-117 to 28-199 (the “Goods and Services Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 13%.
- 10.2.** Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:
- 10.3.** The Contractor must maintain records and submit regular reports, as required under the ordinance and as directed by DSBO, which will allow the City to assess progress in complying with the MWBE participation goal.
- 10.4.** If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.
- 10.5.** If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
- 10.6.** Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to the DSBO Director all required documentation under

§§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.

- 10.7. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- 10.8. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.
- 10.9. Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

## **11. DEFENSE AND INDEMNIFICATION**

- 11.1. The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 11.2. The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- 11.3. The Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be

in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

**11.4.** Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**11.5.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**12. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

**13. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**14. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

**15. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**16. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement



gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**17. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**18. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

**19. CONFLICT OF INTEREST**

**19.1.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**19.2.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**20. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the City at the addresses below:

Denver Department of Human Rights and Community Partnerships  
201 West Colfax Avenue, Dept. 1102  
Denver, CO 80204

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**21. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**

**21.1.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

**21.2.** The Contractor certifies that:

**21.2.1.** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

**21.2.2.** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**21.2.3.** It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

**21.2.4.** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**21.2.5.** If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days

after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

**21.2.6.** It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

**21.3.** The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

**22. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

**23. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

- 25. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 26. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 27. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 28. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.
- 29. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 30. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 31. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement,

in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

- 32. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- 33. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the

Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

### **34. CONFIDENTIAL INFORMATION**

**34.1. City Information:** The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

### **34.2. Use and Protection of Proprietary Data or Confidential Information**

**34.2.1.** Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

**34.2.2.** The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in

whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

**34.2.3.** The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

**34.3.** **Employees and Subcontractor**: The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

**34.4.** **Disclaimer**: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

**34.5.** **Contractor’s Confidential Information; Open Records**: If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor (“Contractor’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor’s

Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it's the Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this section including, without limitation, prompt reimbursement to the City of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

### **35. DATA PROTECTION**

**35.1.** The Contractor shall ensure that all City data, information, and records, regardless of form, in the Contractor's possession are protected and handled in accordance with the requirements of this Agreement and any exhibits or attachments, City policies, and applicable laws. If the Contractor or any of its subcontractors receives the following types of data, the Contractor or its subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all tax information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Agreement as an exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all criminal justice information (CJI); (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA); (vi) the Family Education Rights and Privacy Act (FERPA); (vii) C.R.S. § 24-73-101, *et seq.*; (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the Fair Credit Reporting Act (FCRA); and (x) the federal Health Insurance Portability and Accountability Act for all protected health information (PHI) and in accordance with the HIPAA Business Associate Terms attached to this Agreement, if applicable. The Contractor shall



immediately forward any request or demand for City information or records to the notice addresses contained herein.

**35.2.** If the Contractor receives personal identifying information (“PII”) under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Contractor’s business and its operations. The Contractor shall be a “Third-Party Service Provider” as defined in C.R.S § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq.* Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

**36. DATA ACCESS FOR COLLECTING AND STORING CITY DATA:**

**36.1.** Contractor shall provide permission to approved City analysts for access to Contractor’s server storing City data in relational database form. Contractor shall provide a fully developed data dictionary and relational database structure map. Every City datapoint stored in Contractor’s system shall be accessible to City analysts.

**36.2.** At a minimum, and upon request of the City, the Contractor shall regularly upload all new City records from all tables in tabular (rows and columns) form to a Secure File Transfer Protocol (SFTP) location accessible to the City. Contractor shall provide data on a frequent basis, minimally every twenty-four hours. Contractor shall provide data with a simple schema (ideally tab- or comma-delimited files) and instructions for populating them to a City server and database. Contractor shall provide a fully developed data dictionary and relational database structure map.

**37. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

- 38. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
- 39. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 40. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 41. PAYMENT OF CITY MINIMUM WAGE:** Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

## **Exhibits**

### **Exhibit A - Scope of Work**

**Exhibit B - Certificate of Insurance**

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**Contract Control Number:** HRCRS-202160510-00  
**Contractor Name:** YEAR ONE INC

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

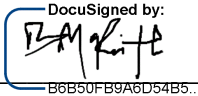
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HRCRS-202160510-00  
YEAR ONE INC

By:  \_\_\_\_\_

Name: Brigid McRaith  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A

# MILE HIGH YOUTH CORPS- RESIDENTIAL AND NON-PROFIT ENERGY EFFICIENCY SERVICES

## SCOPE OF WORK

### OVERVIEW

Vendor Information	
Organization Name:	Mile High Youth Corps
Contact Person:	Nate Edge- Sr. Program Manager
Physical Address:	953 Decatur Street Denver, CO 80204
Phone:	(720) 974-0500; (c)- (720) 450-2393
Email:	NateE@mhyc.net

**Contract Term: January 1, 2022- December 31, 2024**

**Contract Amount: \$ 190,000 annual; 3-year total- \$570,000**

### **Project/Program/Work Narrative:**

Mile High Youth Corps' (MHYC's) Energy & Water Conservation Program (E&W) will employ young adults (Corpsmembers), ages 18-24, to provide free in-home energy and water audits and upgrades to low- income residents. Service visits will include a robust assessment of the household's energy and water usage, weatherization measures, health and safety of a home's heating systems, and the replacement of inefficient lighting, water fixtures, and thermostats. Corpsmembers (CMs) will provide one-on-one client education and coaching for conservation behavior and act as a community resource agent while visiting the household. This approach compounds the impact of each home visit by informing and connecting residents to additional resources and services. Based on assessment findings and personal need, CMs will provide information and referrals to outside agencies for weatherization and HVAC upgrades, bill assistance, and other health and human services connections. All services provided reduce the impact of energy bills, encourage long-term sustainability, and promote the social equity of all community members.

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In E&W, CMs work on small service crews while gaining the customer service skills and technical training necessary for careers in the “green” industry. CMs leave MHYC with a better understanding of their strengths and with hands-on work experience and greater understanding of the environmental issues facing their community and our planet – creating life-long environmental stewards. CMs earn a stipend and are enrolled in the AmeriCorps program, earning post-secondary education scholarships over the course of their service term. MHYC’s service terms offer young adults a unique opportunity for career development while serving their local community.

E&W fulfills essential needs in local communities by:

- Conducting service visits to households with an annual income at or below 80% AMI. These are homes with limited disposable income and those less likely to invest energy efficient upgrades.
- Providing free energy assessments and installations of new conservation measures that reduce resident monthly water and energy bills, and contribute to the City of Denver’s Climate Action Plan.
- Testing in-home air-quality to identify sources of harmful emissions and provide referrals for remediation.
- Conducting education sessions to connect residents with in-home weatherization and bill assistance referrals which compounds the impact of a single home visit leading to additional household energy and financial savings.
- Providing CMs with real-world work experience and career readiness training as part of MHYC’s dedicated workforce and youth development program.

### **Payment Schedule:**

Invoices must be submitted for payment no later the 15th of every month, for the prior month’s billing.

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.

All annual expenses must be billed no later than January 15th of the following year.

Energy efficiency visits are billed on a per unit basis with materials billed separately.

Community-based education and assistance invoices will be created from labor allocations and project expenses in the previous month.

A full budget spreadsheet and narrative can be found in “Budget Narrative” of this document:

- **Cost per In-Home Visit: *approx. \$345 (materials excluded)*:**
  - 80% of each home visit is allocated to Residential Energy Efficiency funding, 20% allocated to Energy Education and Assistance funding
    - *Residential Energy Efficiency cost per visit = \$283.85*
    - *In-home Energy Education and Assistance cost per visit = \$60.75*
  - Material costs billed for actual usage. A full schedule of material costs is included in the budget narrative.
- **Cost per Funding Category:**
  - Residential Energy Efficiency Services: \$52,800 annually, \$158,400 total
  - Energy Education and Assistance activities: \$137,200 annually, \$411,600 total
  - Community-based energy education and assistance activities will be billed on an accrual basis (monthly invoices will be created based on activity for the previous

EXHIBIT A

month) with labor, technology, training, occupancy, mileage, and outreach costs billed as separate line items.



## EXHIBIT A

- Budget and budget narrative were created for one year of operation:
  - Annual Request: \$190,000
  - **Total Request: \$570,000**

(Note: All annual expenses must be billed no later than January 20<sup>th</sup> of the following year)

**Location of Services**

Physical Address:

- MHYC Energy and Water Conservation program operates out of an office and warehouse space at 953 Decatur Street Denver, CO 80204

**Neighborhood(s) Served** (See map: <https://www.denvergov.org/maps/map/neighborhoods>):

**Council District Served** (See map: <https://www.denvergov.org/maps/map/councildistricts>):

OR

Check if Citywide

- MHYC will provide services to all qualifying households in the City and County of Denver

**Program Description:** (Narrative mission, vision, history, and description of what the funds aim to achieve)

Founded in 1992, MHYC’s mission is to help youth make a difference in themselves and their community through meaningful service opportunities and educational experiences. A central focus of its strategic plan is to advance racial equity and an Equity Lens is utilized throughout all facets of the organization including, but not limited to, program design, recruitment, hiring, and training. MHYC’s unique triple impact on youth, community and the environment provides CMs with on-the-job and career readiness training, industry-recognized certifications, an AmeriCorps scholarship, youth development opportunities and wrap-around supportive services that help CMs achieve their educational, personal and employment goals. CMs are employed and trained to serve on community-based projects in four career pathways— land conservation, energy and water conservation, healthcare and construction.

Launched in 2006, MHYC’s E&W program provides low-income residents of Denver with an array of services that lower utility bills while reducing energy and water consumption. Over the last five years alone, MHYC’s E&W has retrofitted over 7,000 low-income residential units and non-profit facilities, installing over 2,300 UHETs/HETs, conserving 88 million gallons of water annually, saving over 19,000,000 lifetime (10 year) kWh, and 47,000 lifetime (10 year) Dth. (Xcel Energy Calculator). In the 2017 Energy Efficiency Program Evaluation conducted by Drs. Ken Seeley, Antonio Olmos and Krystina Finlay, MHYC’s E&W program was commended for producing “significantly higher electricity savings compared to each of the other contractors individually, for a fraction of the cost.”

## EXHIBIT A

E&W currently holds single-family assessment and install contracts with the City of Westminster, City of Aurora and the Colorado Water Conservation Board. Each contract prioritizes in-home services to households at or below 80% AMI with similar scopes of work (lighting and water fixture retrofits) across these contracts. Single-family services are the program's core service delivery but E&W also receives multi-family contracts from Energy Outreach Colorado and City of Westminster. In 2021, E&W expects to complete 1,400 assessments and retrofits in single-family and multi-family spaces.

E&W CMs are full-time AmeriCorps members who typically serve in terms of 6-12 months. Each year, 20-25 new young adults engage in this service experience and learn about energy and water conservation, customer service and leadership. MHYC prioritizes youth and career development alongside the valuable conservation services that CMs deliver. Career readiness training, employment panels, guest speakers, and job site tours are all a part of the CM experience. CMs also participate in weekly education and youth development opportunities focused on leadership, civic engagement, healthy lifestyles, social justice, and environmental stewardship. Finally, MHYC provides CMs with wrap-around supportive services to mitigate barriers to success such as childcare, housing and transportation. These opportunities advance CMs' personal growth and allow them to transition into the broader workforce with valuable skills, experience, and the tools they need to be successful.

**Program Services:** (Program specifics (be detailed here. Include target population, location and demographic service area, detailed schedule)

*\*(Important Note: Services aligned with the *Additional Considerations* listed in RFP section A.9. (i.-vi.) are denoted with a corresponding superscript.)*

#### Residential Energy Efficiency Services

MHYC's E&W will complete 450 service visits to 450 low-income households (80% AMI) in the City and County of Denver through December 31st, 2024. Each visit will include an in-home energy assessment, installation of efficient materials, health and safety measures; and client education as described in the following sections. The budget is designed to align with the RFP's funding categories (residential energy efficiency services and in-home energy education and assistance efforts). Based on costs associated with each category, expenses will be billed on a per unit basis with 80% billed to Residential Energy Efficiency funds and 20% billed to the Energy Education and Assistance portion of the budget. See pricing below for further detail.

#### Assessment Description and Methodology:

E&W will provide in-home energy assessments and retrofits for lighting and water fixtures. Outdated, inefficient materials lead to higher energy consumption and financial drain for a low-income household. Installing new, efficient devices immediately reduces consumption and monthly expenditures for lighting a home and heating its water supply. During home service visits, a crew of 2-3 CMs will conduct an energy efficiency in-home audit to determine ways the resident can improve their energy and water consumption. Based on the home's needs, CMs will install energy efficiency upgrades including LED bulbs (up and to 20 bulbs per dwelling), 1.5 GPM showerheads (no limit per dwelling), 1.5 GPM sink aerators (no limit), and 1.0 GPM

## EXHIBIT A

bathroom aerators (no limit). A programmable thermostat and smoke, CO, or combo smoke/CO detectors will be installed when these materials are not currently installed and/or faulty.

Upon arrival at a home, residents fill out and sign an Income Disclosure form to ensure eligibility for the program. CMs will inspect and document the current lighting installations and efficiency, water fixture and toilet efficiency, insulation levels, water heater temperature, and furnace efficiency. This assessment will determine if the client qualifies for an install of new, more efficient materials. The install of these materials takes place day-of. Specific assessment and install methods as follows:

### Assessment and installation of low-flow fixtures:

- Showerheads (SHs) - Check flowrate using available markings or measure volume over 15 seconds, replace if greater than 2.0 GPM, corroded, or poorly functioning. Handheld and fixed SHs available, handheld SHs installed for customers with disabilities and mobility concerns.
- Bathroom aerators - Check flowrate using available markings or measure volume over 15 seconds, replace if greater than 1.5 GPM, corroded, or poorly functioning.
- Kitchen Aerator - Check flowrate using available markings or measure volume over 15 seconds, replace if greater than 2.0 GPM, corroded, or poorly functioning. Swivel head, dual spray aerator type
- Toilets - Check GPF and age of toilet. Collect data for future installation of UHET-toilets through CWCB funding. E&W provides 0.8gpf ultra-high efficiency toilet installations to residents whose current toilets are old (manufactured in or before 1992) or inefficient (1.6gpf or higher). Toilet installations are made possible through leveraged funding from the Colorado Water Conservation Board funding.

### Assessment and upgrade of light fixtures:

- LEDs - Replace all incandescent and CFL bulbs greater than 20W, burnt out or missing, indoor and outdoor lighting options available including PAR30, BR30 and candelabra-type bulbs

### Assessment of Thermostats:

- Examine furnace and HVAC system for forced air, natural gas system. If home system has these systems in place, examine thermostat.
- Replace any non-programmable thermostat on qualified homes.
- If programmable thermostat is already present, check programmed settings for set points and times; coach resident on thermostat schedules, target heating and cooling levels (seasonality).

These in-home measures ensure that households at or below 80% AMI are able to participate in Denver's Climate Action plan. Denver's Interim Carbon Reduction Goals call for a 10% reduction in energy use by residential single-family homes by 2025 (City of Denver 80x 50 Climate Action Plan). The residents of qualifying homes may lack the knowledge or resources to proactively make changes to the household materials that reduce energy consumption. The value of materials installed during these assessments may also be cost prohibitive for some residents. Additionally, the knowledge and ability to complete retrofits may stop residents from making

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these changes and these difficulties can be compounded for elderly residents or those with disabilities.

Finally, during each residential energy assistance visit, CMs will provide in-home resident education in the areas of energy conservation, health and safety and weatherization and heating referrals. This component of the in-home visit is described in the following section.

**Energy Education and Assistance**

MHYC will conduct both in-home and community-based energy education and assistance efforts.

**In-Home Energy Education and Assistance:**

In-home education and assistance activities represent non-energy benefits to residents receiving services through the program.

During each residential energy efficiency visit, service teams will provide in-person education and assistance in the areas of: 1) weatherization and heating referrals, 2) health and safety, and 3) energy education. This component compounds the impact of a single visit by informing and connecting residents to other programs and services. In-home assessment and education activities will be prioritized in neighborhoods most in need of services including those identified by the City of Denver's Climate Action, Sustainability and Resiliency office (CASR) as "Under-Resourced Neighborhoods" (Renewable Heating and Cool Plan 2021) and Denver's Office of Public Health as "Opportunity Neighborhoods". These geographic areas and neighborhoods of Denver, known as the "inverted L", largely overlap and experience a combination of heat vulnerability, energy burden, low median income and negative health outcomes. These communities tend to also have a higher percentage of non-English speaking residents and residents with disabilities. The "inverted L" of Denver includes neighborhoods on the northern and western borders of Denver. (*see "Attachment P"*)

E&W works with the Colorado Low-income Energy Assistance Program (LEAP) to share contact data for those individuals in Denver that have previously received LEAP benefits. This contact list can be cross referenced with specific neighborhood zip codes to better enroll residents living within the defined Opportunity Neighborhoods.

***1. Weatherization and Heating Referrals:***

MHYC partners with Energy Resource Center (ERC) and Groundwork Denver to provide referrals for weatherization and HVAC upgrades. CMs inspect insulation and heating and cooling systems during their walk-through of each home. Based on pre-determined qualifiers like insulation levels or furnace efficiency, MHYC records findings, and provides a pre-inspected referral to these partner organizations. This assistance service can lead to more comprehensive upgrades for a home, saving the homeowner more money and conserving more energy.<sup>vi</sup>

## EXHIBIT A

### Assessment of Insulation and Furnace Methodology:

- Identify type, formation and depth of insulation using measuring tool. Record data and refer to ERC and/or Groundwork Denver for services if insulation is less than 8” deep. Educate resident on available services from MHYC partners.
- Assess efficiency of furnace through existing equipment markings. Record data and refer to ERC if furnace is less than 70% efficient. Educate resident on available services from MHYC partners.
- Corpmembers return information on insulation and furnace efficiency, contact intake personnel with Groundwork Denver and ERC to follow-up on a weatherization visit from these program partners.

### 2. Health and Safety:

CMs will conduct basic health, safety and air quality assessments during their visit. CMs will locate and examine smoke detectors and CO detectors and test for harmful gas leaks. Residents may not have working smoke or CO detectors, or may not have either installed. CMs can identify where alarms are missing or malfunctioning, and replace them for the household. Natural gas leaks occur more frequently in low-income households- approximately 30% of low-income homes in Denver today fail carbon monoxide tests (Energize Denver Task Force Briefing 7.21.21). These leaks can lead to poor health outcomes, particularly in young children. Testing for natural gas will allow CMs to refer residents to remediation services. <sup>ii</sup>

### Health and Safety Assessment Methodology:

- CMs locate smoke detectors and CO detectors within a home, test the units for operation. If units are malfunctioning, expired or missing, CMs will install new CO and smoke detectors. (Single unit CO or smoke detectors, as well as combo CO/Smoke detectors are available for install, each with a 10yr battery life.)
- Test natural gas furnace, oven/stove, dryer system and water heaters for natural gas leaks using combustible gas detector. Test propane stoves, grills or heating units. If leaks are found, refer resident to remediation options. Educate resident on gas leak and services available from MHYC partners.

### 3. Energy Education:

An important component of assessments is educating residents on additional community resources to save energy and money, especially in historically marginalized communities where residents have lacked access to these opportunities. Residents may be interested in reducing their environmental impact but do not have the resources and/or awareness of energy and water savings measures and techniques to do so.

During each visit, CMs deliver client education, in both English and Spanish, in the form of written materials and conversation, providing verbal instructions on the use of newly installed materials (e.g., thermostat), and behavior change strategies that will increase efficiencies (e.g., lower the water heater temperature, turn off the water while brushing teeth, washing clothes in cold water, etc.). Educational materials and conversation scripts have been developed in partnership with Energy Outreach Colorado (EOC) and are available in both Spanish and English. E&W has also created a leave-behind resource list for residents. These data sheets

## EXHIBIT A

outline other home renovation, bill assistance, and conservation services available to low-income residences in Denver.

During LEAP enrollment periods, CMs will provide LEAP education to residents who have not previously accessed the program. MHYC will partner with LEAP to train Corpsmembers on LEAP enrollment policy and procedures, ensuring quality training for Corpsmembers. Service teams will supply applications and offer basic guidance on completing the application. These activities will begin in October each year of the contract period and run through March of the following year. <sup>iv</sup> The Education and Assistance Specialist will work with LEAP for LEAP's updated outreach strategies and retrain Corpsmembers as updates are needed.

### Community-Based Energy Education and Assistance:

In addition to in-home services during residential energy assistance visits, E&W provides community-based energy education and assistance that builds community partnerships, educates the general public about assistance and service programs, and provides opportunity for unemployed and underemployed young adults. This plan focuses on three key areas: 1) resident awareness, 2) service networking, and 3) workforce development and recruitment. <sup>iii, vi</sup>

*1. Resident Awareness:* Outreach will be conducted through three channels: a) client intake b) individual marketing and c) marketing to community based organizations. The goal for resident awareness is to build knowledge of E&W's service offerings and give residents access to the wide array of assistance that is available through E&W and its partners. Materials and presentations will focus on increasing awareness of MHYC services, and horizontal integration with partner organizations that provide weatherization and bill assistance services including LEAP. As electrification and solar install programs become available through CASR, E&W will incorporate education and referrals for these low-income programs as well.

- a. Client Intake
  - Utilize LEAP enrollment list for calling of potential customers in Denver Metro Area
  - Create and distribute mailings on E&W services in priority neighborhoods; contacts and addresses taken from LEAP enrollment list and cross referenced with priority neighborhoods.
  - Utilize website enrollment for direct mailings and community partners; clients can directly sign into services through the MHYC website, community partners through Resident Awareness efforts can utilize the website to refer their clients and contacts.
  - Schedule clients at neighborhood events (food drives, community coalition meetings etc.); set up education and enrollment stations to gather contacts or schedule assessments at the point of contact.
  - Enable referrals from other program partners (ERC, GWD, etc.); E&W has a reciprocal relationship for service referrals from these agencies. E&W staff will maintain relationships with priority partners through quarterly meetings with intake personnel from these agencies.
- b. Individual Marketing
  - Direct mailings to potential customers
  - Flyering in priority neighborhoods ("inverted L" communities)

## EXHIBIT A

- Creation and placement of advertising in priority neighborhoods (bus stop shelters, billboards, local shops)
- Participation in local events such as farmers market stands, food drives, and material drives (school supplies, clothing etc.)
- c. Marketing to Community Organizations
  - Participation in local events such as farmers market stands, food drives, and material drives (school supplies Build and maintain relationships with organizations that work most closely with vulnerable populations, educate these organizations on our services and ways we can be a resource for their client base. Ex: Advocacy Denver, ARC, Senior Resource Center
  - Conduct outreach and presentations to Health and Human services departments, food banks, libraries, faith based organizations, and school districts to build a referral base for new E&W customers
  - Participate in community coalition meetings and provide presentations to these coalitions around service enrollment and LEAP enrollment (when program is available).
  - Enable community leaders to connect their members to E&W services by phone or website.

2. *Service Networking* will help to build referral sources to and from E&W. Our work is heavily focused on compounding the impact of a singular household visit. Networking with organizations that provide services outside of E&W's scope of work can provide residents with an array of additional resources. Networking also builds career pathways for CMs in E&W.

The Sr. Program Manager and Education and Assistance Specialist will lead outreach to third-party service providers. Professional networking events, trade association memberships and neighborhood coalition memberships give E&W staff access to an array of local organizations and low-income service providers. E&W currently provides an "Additional Resources" document to residents during service visits. This list is populated with partnered service organizations identified during networking activities Currently E&W provides referrals to 14 organizations for home repair, weatherization, emergency heat assistance, and LEAP.

The Education and Assistance Specialist will be responsible for maintaining partner relationships and the database of service providers. They will maintain a digital referral log for Corpsmembers to access and connect residents with specific providers. Providers will communicate directly with the Education and Assistance Specialist for updates on program offerings and troubleshooting of referral processes.

Key networking strategies include:

- a. Build and maintain a network of conservation and home retrofit providers; strengthen these relationships to build a service referral "pipeline" for current and future E&W customers. Ex: ERC, Groundwork Denver, Habitat for Humanity, Brothers Redevelopment.
- b. Share information on program offerings, qualifications for services

## EXHIBIT A

- c. Attend neighborhood coalition (ex: Southwest Denver Coalition), industry conferences and networking events (ex: WaterNow Alliance, WaterWise, Colorado Solar and Storage Association). Identify potential service providers for low-income residents.
- d. Include these organizations on resources list given to residents during each site visit. Establish Corpsmember training to capture important referral information and deliver information about organizations to residents.
- e. Specifically target organizations that will best supplement gaps in our referral resources. Ex: home retrofits for ADA compliance, adaptive equipment for residents, natural gas remediation.
- f. As CASR solar install pilot programs begin, E&W will refer eligible clients to CASR's selected solar installers and solar co-op programs
- g. As Denver's electrification programs become available to low-income households, E&W will network with heat pump and water heater installers for referrals

3. *Workforce Development and Recruitment* will utilize networks and channels from both Resident Awareness and Service Networking plans. As a dedicated workforce development program, E&W will enroll Corpsmembers in the program by recruiting from priority neighborhoods with the highest level of youth unemployment. E&W provides access into conservation and climate action based careers, providing career pathway opportunities for residents living in those neighborhoods most impacted by climate change. Key workforce development and recruitment strategies include:

- a. Use individual outreach channels to attract new CMs- create recruitment flyers to be handed out at service appointments, food drives, and other in-person community events.
- b. Leverage existing relationships with school districts, community coalitions and nonprofits to spread information on E&W recruitment. Use existing career development resources like Health and Human Services programs as a channel for recruitment.
- c. Use E&W's service network to strengthen CMs' on-the-job training and experiences; organizing work site tours, shadowing events and organizing guest speakers and employment panels from service providers.
- d. Leverage the MHYC Employer Advisory Council; utilizing the placement pipeline for completing CMs.
- e. Based on MHYC's 5-year outcomes, we anticipate the non-energy benefits to include: 86% of CMs earn an AmeriCorps scholarship and 88% will be placed post-program completion. <sup>ii</sup>

**Program Goals/Outcomes:** (Please detail your evaluation plan)

**Data Collection and Reporting:**

Each assessment will require CMs to thoroughly record visit activity- data is collected on materials installed and replaced (how many of each, flow rates, wattage etc.), insulation and furnace types observed, health and safety concerns present in the home, and client satisfaction. Geographic Information System (GIS) data will also be collected for later impact and needs analysis and reporting. <sup>i</sup> Added to this typical data collection is a household demographic survey as outlined in RFP Section B.1C.



## EXHIBIT A

Furthermore, CMs will administer a “conservation needs assessment” to identify additional problem areas for residences including air sealing, appliances, phantom loads, and outdoor water usage and conservation behaviors. This questionnaire will be used to identify programs and service providers that can benefit each resident.<sup>i</sup>

CMs enter data into MHYC’s project management software at the end of each day. All information is aggregated at the end of each month to calculate conservation totals, create service records and reports, and track contract progress. Health and safety findings and weatherization needs (insulation, furnace, and HVAC systems) will be processed and referred to the appropriate team partner.

Once a month, reports are generated that detail the total number of clients served, upgrades completed (i.e. the number of thermostats, aerators, showerheads, and LEDs installed), educational surveys completed, demographic data, and conservation totals for the month. The conservation report details both the annual and lifetime number of kilowatt-hours, Therms and dollars saved per client and in total. E&W has adopted the Xcel Conservation Calculator as of 2021 to accurately and consistently capture these metrics.

### RESIDENTIAL ENERGY EFFICIENCY GOALS ESTIMATION

	2022	2023	2024
Number of audits	150	150	150
Number of households or units served	150	150	150
Number of households or units served at or below 80% AMI (see Appendix D)	100%	100%	100%
Dollars/Funds leveraged	\$846,581	\$846,581	\$846,581
Estimated kWh saved using an approved Xcel Energy Calculator (assuming 30% of water fixtures heated by electricity)	92,703	92,703	92,703
Estimated Therms saved using an approved Xcel Energy calculator (assuming 70% of water fixtures heated by natural gas)	9,930	9,930	9,930
Annual energy dollar savings using an approved Xcel Energy calculator	\$16,864	\$16,864	\$16,864
Dollars savings for non-energy benefits using an approved Xcel Energy calculator (50% of annual energy dollar savings)	\$8,431	\$8,431	\$8,431
Number of households receiving education	150	150	150

## EXHIBIT A

## DEEMED SAVINGS TO BE USED FOR PROPOSAL EVALUATION

<b>Implemented Measure – Residential</b>	<b>kWh</b>	<b>MMBtu</b>	<b>Count</b>	<b>Energy Reduction</b>
Interior Lighting (LEDs) (Kitchen, rooms, etc) A19 9W, A19 6W Globe, 5W Candelabra	46.4		4743	220,075 kWh
Interior Lighting (LEDs) (Porch, Garage, etc) A19 11W	64.0		108	6,912 kWh
Exterior Lighting LEDs 11W BR30	48.0		239	11,472 kWh
Low Flow Showerhead- 1.5GPF Handheld and 1.5GPM Fixed	476	2.0	194	92,344 kWh or 388 MMBtu
Faucet Aerator- 1.0GPM Bathroom Aerator and 1.5GPM Kitchen Aerator	60	0.30	425	25,500 kWh or 127.5 MMBtu
Programmable Thermostat	19.1	11.6	225	4,297.5 kWh or 2,610 MMBtu

For 450 units, three year project completion- projected materials installed based on historic E&W install rates in single-family residences (2016-2020)

## EXHIBIT A

**Program Budget/Budget Narrative:** (Please use the table below or copy and paste your budget into this section.)

### ANNUAL BUDGET NARRATIVE- TOTAL PROJECT COSTS

#### **PERSONNEL COSTS:**

Project Coordinator: Victor Plasencio:

\$41,850 x 15% of time spent on project = \$6,278

*Energy& Water (E&W) Project Coordinator oversees day to day scheduling, coordinates with Corpsmember teams and acts as the quality assurance officer for E&W service visits. Project Coordinator ensures quality data recording, aggregation and monthly reporting. Technical training skills for service visits. Supervision of warehouse, fleet operations and inventory.*

Program Coordinator: Demetrius Parker

\$41,850- 18% of time spent on project = \$7,533

*This position supervises E&W crews and communications to community-based organizations and other MHYC clients. Responsibilities include: hiring, supervision, training and development of Water and Energy Conservation Corpsmembers and Crew Leaders; program development, implementation and reporting; coordination of service opportunities and career readiness trainings.*

Sr. Program Manager: Nate Edge

\$59,608 x 30% of time spent on project = \$17,882

*E&W Sr. Program Manager is the unit lead for all contracts, programming, service activities, and operations. Management of Program Coordinator and Project Coordinator. Responsible for budget creation, oversees contract development and execution. Purchasing and hiring manager for staff and Corpsmember teams. Works with MHYC Director's team for finances, marketing, human resources, and operations.*

Sr. Accountant: Theresa Khong

\$55,425 x 5% of time spent on project = \$2,771

*MHYC's Senior Accountant works closely with program leadership to monitor contract requirements and billing. Works with Sr. Program Manager for materials purchasing, project invoicing and program payroll including AmeriCorps reporting.*

Corpsmembers – 8 positions

\$217,599 x 20% of time spent on project = \$43,520

*Corpsmembers are youth aged 18-24 who are trained to complete in-home energy and water assessments. Conduct home visits and material installs; deliver client education and act as the "front line" customer service representatives for E&W. Conduct intake with customers, data collection and aggregation.*

Alumni Mentor Corpsmember- To Be Hired 2022

\$29,673 x 15% of time spent on project= \$4,451

*Alumni Mentor role is unique to AmeriCorps(AC) programs- Alumni Mentors have typically served with an AC program previously and offer a level of expertise and guidance to newer*

## EXHIBIT A

*Corpsmembers. For education and assistance activities, Alumni Mentor will take on a guiding role in assisting CMs in organizing, designing and completing marketing and outreach activities. Alumni Mentor will assist staff with admin roles, gaining leadership and organizational experience.*

Development Coordinator- To Be Hired 2022

\$43,273 x 5% of time spent on project= \$2,164

*Development Coordinator works under the Development Director and works closely on social media strategy and direct communication to communities and potential MHYC customers. This is a full time position that will be available for consultation with Corpsmembers and align E&W messaging and outreach efforts with broader MHYC outreach activities.*

Education and Assistance Specialist- To Be Hired 2022

\$36,061 x 75% of time spent on project= \$27,045

*The Education and Assistance Specialist will work most closely with community based education and assistance activities. This position will be responsible for community partner relationships, approaching new channels for education activities and coordinating with Youth and Community Manager and Program Coordinator on recruitment efforts. This full-time specialist position will craft marketing, advertising and outreach campaigns to meet project goals over three years.*

Development Director: Jeslin Shahrezaei

\$91,876 x 5% of time spent on project= \$4,594

*Development Director (DD) manages MHYC's organization-wide outreach, marketing and fundraising efforts. DD holds connections to a wide number of other community agencies and will work with staff and Corpsmembers on outreach methods, connect E&W to other agencies/partnerships and help to direct community education and assistance efforts.*

Youth and Community Engagement Manager- To Be Hired 2022

\$51,515 x 10% of time spent on project= \$5,152

*The Youth and Community Engagement(YACE) Manager is responsible for developing and implementing strategies to increase awareness of, access to, and participation in Mile High Youth Corps. YACE Manager develop, coach and supervise a team of 2-5 early career staff and Corpsmembers in community-based and virtual activities that foster connections between MHYC and youth with diverse backgrounds, experiences and identities, as well as other youth-serving organizations and agencies.*

**PERSONNEL COST: \$112,375**

**FRINGE BENEFITS:**

**Name/Position Cost Computation**

Project Coordinator: Victor Plasencio

Employers FICA	\$6,278 x 7.65% of salary	\$480
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Health Insurance	\$6,278 x 11.03% of salary	\$692
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Workers' Compensation	\$6,278 x 4.25% of salary	\$ 267
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## EXHIBIT A

Unemployment Compensation	\$6,278 x 2.07% of salary	<u>\$ 130</u>
		\$1,569
Program Coordinator: Demetrius Parker		
Employers FICA	\$7,533 x 7.65% of salary	\$576
Health Insurance	\$7,533 x 11.03% of salary	\$831
Workers' Compensation	\$7,533 x 4.25% of salary	\$ 320
Unemployment Compensation	\$7,533 x 2.07% of salary	<u>\$ 156</u>
		\$1,883
Sr. Program Manager: Nate Edge		
Employers FICA	\$17,822 x 7.65% of salary	\$1,368
Health Insurance	\$17,822 x 11.03% of salary	\$1,972
Workers' Compensation	\$17,822 x 4.25% of salary	\$ 760
Unemployment Compensation	\$17,822 x 2.07% of salary	<u>\$ 370</u>
		\$4,470
Sr. Accountant: Theresa Khong		
Employers FICA	\$2,771 x 7.65% of salary	\$212
Health Insurance	\$2,771 x 14.78% of salary	\$410
Workers' Compensation	\$2,771 x 0.5% of salary	\$ 14
Unemployment Compensation	\$2,771 x 2.07% of salary	<u>\$ 57</u>
		\$693
Alumni Mentor Corpsmember: TBH		
Employers FICA	\$4,451 x 7.65% of salary	\$341
Health Insurance	\$4,451 x 11.03% of salary	\$491
Workers' Compensation	\$4,451 x 4.25% of salary	\$ 189
Unemployment Compensation	\$4,451 x 2.07% of salary	<u>\$ 92</u>
		\$1,113
Development Coordinator: TBH		
Employers FICA	\$2,164 x 7.65% of salary	\$166
Health Insurance	\$2,164 x 14.78% of salary	\$320
Workers' Compensation	\$2,164 x 0.5% of salary	\$ 11
Unemployment Compensation	\$2,164 x 2.07% of salary	<u>\$ 45</u>
		\$542
Education and Assistance Specialist: TBH		
Employers FICA	\$27,045 x 7.65% of salary	\$2,069
Health Insurance	\$27,045 x 11.03% of salary	\$2,983
Workers' Compensation	\$27,045 x 4.25% of salary	\$ 1,149
Unemployment Compensation	\$27,045 x 2.07% of salary	<u>\$560</u>
		\$6,761
Development Director: Jeslin Shahrezaei		
Employers FICA	\$4,594 x 7.65% of salary	\$351
Health Insurance	\$4,594 x 14.78% of salary	\$679
Workers' Compensation	\$4,594 x 0.5% of salary	\$ 23
Unemployment Compensation	\$4,594 x 2.07% of salary	<u>\$ 95</u>
		\$1,148
Youth and Community Engagement Manager: Julia Schaller		
Employers FICA	\$5,152 x 7.65% of salary	\$394

## EXHIBIT A

Health Insurance	\$5,152 x 11.03% of salary	\$568
Workers' Compensation	\$5,152 x 4.25% of salary	\$ 219
Unemployment Compensation	\$5,152 x 2.07% of salary	<u>\$107</u>
		\$1,288
Corpsmembers – 8 positions		
Employers FICA	\$43,520 x 7.65% of salary	\$3,329
Health Insurance	\$43,520 x 2.03% of salary	\$883
Workers' Compensation	\$43,520 x 4.25% of salary	\$1,850
Unemployment Compensation	\$43,520 x 2.07% of salary	<u>\$901</u>
		\$6,963

**FRINGE BENEFITS: \$ 24,176****TOTAL PERSONNEL COSTS: \$136,551****OUTREACH: DESIGN, MARKETING AND PRINTING****Item    Computation    Cost**

Office Supplies (paper, pens, etc.)	\$50/month x 12 months	\$600
Postage	\$825 annual (1500 mailings)	\$825
Designer Retainer	\$50/ month x 12 months	\$600
Discretionary Marketing Campaign (Billboard, bus shelter, bus boards)	\$4500/4-week period x 3	\$13,500
Community Materials printing (Flyers, post cards, recruitment materials)	\$875 annually	\$875
In-Home Service Materials (Data sheets, printing, resource cards, educational flyers)	\$350 annually	\$350
Marketing Giveaways (Hand warmers, bags, mugs, and “branded items” for giveaway at events)	\$1,500	\$1,500
Client Incentives (referrals program)	\$50/month x 10 months	\$500

**TOTAL Outreach Costs: \$ 18,750****TRAINING COSTS****Training    Type    Cost**

Building Professionals Institute	\$100 x 8 CMs	\$800
Building Professionals Institute (2 staff + Alumni Mentor)	\$100 x 3 staff	\$300
OSHA 10 and First Aid/CPR	\$30 x 40 CMS	\$1200
Healthy Home Certificate (BPI)	\$100 x 8 CMs	\$800

## EXHIBIT A

Healthy Homes Certificate (BPI) (2 staff + Alumni Mentor)	\$100 x 3 staff	\$300
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Training budget will provide 20% of OSHA and First Aid/CPR training funding for all Corpsmembers in E&W (estimated 40 CMs per year, these trainings are mandatory for CMs). Eight Corpsmembers, the Education and Assistance Specialist, Project Coordinator and the Alumni Mentors will receive Building Science Principles certificate and Healthy Homes certificate from Building Professional's Institute. Each of these certifications contribute to program success and tangible skill development for Corpsmembers' professional development.

**TOTAL TRAINING COSTS: \$3,400**

### MILEAGE

#### Purpose of Travel: Local Mileage

Location	Item	Computation	Cost
Service Visits to Denver Residents		\$0.60 x 10mi. avg. x 150 visits	\$900.00
Community Based Ed. And Asst.		\$0.60 x 45mi. avg. x est. 15 trips	\$400.00

Service Visits to Denver: Captures 150 service visits per year (450 over 3 years). Estimated 10 miles travel to and from each service visit within the City and County of Denver.

Community Based Education and Assistance: Estimated 15 travel days for education and assistance activities including flyering, community coalition events, neighborhood canvassing, and business to business networking.

**TOTAL MILEAGE COSTS: \$ 1,300**

### TOOLS

Corpsmember Tool Kits	\$25 x 40 Corpsmembers	\$1000
Tool Replacement Allocation (20%)	20% of Annual Tool Budget	\$450

Includes allocation for tool kits (1 per Corpsmember) and allocation for annual replacement and purchasing of new tools for the E&W program.

**TOTAL TOOLS COSTS: \$1,450**

### FACILITIES

Facility	Computation	Cost
Foundry- 953 Decatur Street Denver, CO		
\$1696/ month x 12 months x 20% allocation		\$ 4,070
\$1696/month x 12 months x 10% allocation		\$2,035

Leased office and warehouse space from Urban Land Conservancy- 953 Decatur Street Denver, CO. Office space houses E&W staff and Corpsmembers. Warehouse houses project materials and

## EXHIBIT A

vehicle fleet. All E&W operations are run out of the Foundry building. 12-month lease, allocated 20% for Residential Energy Efficiency activities and 10% for Energy Education and Assistance.

**TOTAL FACILITIES COSTS: \$6,105****MATERIAL COSTS**

Single Family Energy Efficiency Materials (1yr @ 150 units)					
LED Bulbs:		Cost	Est. Usage	x 150	Total Cost
9 WATT DIMM ALAMP OMNI-DIRECT (60 Watt Equiv)		\$2.07	7.22	1083	\$ 2,242.79
11 WATT DIMM ALAMP OMNI-DIRECT (75 Watt Equiv)		\$2.78	0.24	36	\$ 100.15
11 WATT BR30 DIMMABLE		\$3.38	0.53	80	\$ 270.35
5 WATT CANDELABRA DIMM E12 BASE		\$2.91	1.12	168	\$ 488.11
6 WATT GLOBE G25 DIMM E26 BASE (40 Watt Equiv)		\$3.02	2.2	330	\$ 996.20
<b>Aerators and Showerheads</b>					
1.5 GPM FIXED SHOWERHEAD - EARTH MASSAGE CHROME		\$5.72	0.08	12	\$ 68.62
1.5 GPM HANDHELD SHOWERHEAD - CHROME		\$11.75	0.35	53	\$ 622.51
1.5 GPM DUAL SPRAY SWIVEL KITCHEN AERATOR		\$2.44	0.314	48	\$ 117.21
1.0 GPM DUAL THREAD BATHROOM AERATOR		\$1.03	0.628	95	\$ 97.88
<b>Other Materials</b>					
SMOKE & CO COMBINATION DETECTOR - FIRST ALERT		\$46.75	0.1	15	\$ 701.25
10 YR BATTERY CO DETECTOR		\$39.15	0.25	38	\$ 1,487.75
PROGRAMMABLE THERMOSTAT NIAGARA 5/2 SETTING		\$24.57	0.5	75	\$ 1,842.95
Average Material Cost per Unit:		\$60.24			
<b>Total Energy Materials for 150 homes:</b>		<b>\$9,035.76</b>			

Calculated using historic averages for install rate.

**TOTAL MATERIALS COSTS: \$ 9,035****TECHNOLOGY**

Item	Computation	Cost
Cell phones + iPads Subscription	\$500/month x 20% x 12 months	\$1200
Project Management Software	\$200/month x 20% x 12 months	\$480
ARC GIS Subscription	\$500 annually	\$500

Cell phones and iPads used for service visits, communication to staff and data collection while in the home. iPads contain education and demographic surveys. Cell phones and iPads will also be used at education and outreach events. Project management software aggregates data collection from service visits and maintains database of current and future clients (allocation to Residential Energy Efficiency and Energy Education =20%). ARC GIS subscription, aggregating and reporting for demographics, install rates, health and safety audits.

**TOTAL TECHNOLOGY COSTS: \$ 2,180**



EXHIBIT A

**TOTAL AMOUNT REQUESTED FROM D-ONE:**

**\$190,000 per year; \$570,000 for three year project period**

Annual E&W program funding calculations are available on the following page

EXHIBIT A

Budget Category	Agency Total (All Funding Sources)	Project Costs (Residential Energy Efficiency)	Project Costs (Energy Education and Assistance)	Total Project Costs requested from DOSP	City & County of Denver Funding	Other Federal Funding	Other Non-Federal Funding	Agency Total							
Personnel: Name and Job Title	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%		
Project Coordinator: Victor Plasencio	\$41,850	\$3,348	8%	\$2,930	7%	\$6,278	15%	0	0%	0	0%	35,573	85%	\$41,850	100%
Program Coordinator: Demetrius Parker	\$41,850	\$2,678	6.40%	\$4,855	12%	\$7,533	18%	0	0%	0	0%	34,317	82%	\$41,850	100%
Project Manager: Nate Edge	\$59,608	\$4,769	8%	\$13,114	22%	\$17,882	30%	0	0%	0	0%	41,726	70%	\$59,608	100%
Sr. Accountant: Theresa Khong	\$55,425	\$2,217	4%	\$554	1%	\$2,771	5%	0	0%	0	0%	52,654	95%	\$55,425	100%
Corpsmembers- 8 positions	\$217,599	\$17,408	8%	\$26,112	12%	\$43,520	20%	0	0%	0	0%	174,079	80%	\$217,599	100%
Alumni Mentor Corpsmember: TBD	\$29,673	\$-	0%	\$4,451	15%	\$4,451	15%	0	0%	0	0%	25,222	85%	\$29,673	100%
Development Coordinator: TBD	\$43,273	\$-	0%	\$2,164	5%	\$2,164	5%	0	0%	0	0%	41,109	95%	\$43,273	100%
Education and Assistance Specialist: TBD	\$36,061	\$-	0%	\$27,045	75%	\$27,045	75%	0	0%	0	0%	9,015	25%	\$36,061	100%
Development Director: Jeslin Shahrezaei	\$91,876	\$-	0%	\$4,594	5%	\$4,594	5%	0	0%	0	0%	87,282	95%	\$91,876	100%
Youth and Community Engagement Manager:	\$51,515	\$-	0%	\$5,152	10%	\$5,152	10%	0	0%	0	0%	46,364	90%	\$51,515	100%
<b>Total Salary:</b>	<b>\$ 668,729</b>	<b>\$ 30,420</b>	<b>5%</b>	<b>\$ 90,969</b>	<b>14%</b>	<b>\$121,389</b>	<b>18%</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0%</b>	<b>\$ 547,340</b>	<b>82%</b>	<b>\$ 668,729</b>	<b>100%</b>
<b>Fringes</b>	<b>\$ 147,598</b>	<b>\$ 6,038</b>	<b>4%</b>	<b>\$ 20,392</b>	<b>14%</b>	<b>\$26,431</b>	<b>18%</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0%</b>	<b>\$121,168</b>	<b>82%</b>	<b>\$147,598</b>	<b>100%</b>
<b>Personnel Total:</b>	<b>\$ 816,328</b>	<b>\$ 36,458</b>	<b>4%</b>	<b>111,362</b>	<b>14%</b>	<b>147,820</b>	<b>18%</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0%</b>	<b>\$668,508</b>	<b>82%</b>	<b>\$816,328</b>	<b>100%</b>
<b>Non-Personnel:</b>	<b>Total</b>	<b>Amount</b>	<b>%</b>	<b>Amount</b>	<b>%</b>	<b>Subtotal</b>	<b>%</b>	<b>Amount</b>	<b>%</b>	<b>Amo</b>	<b>%</b>	<b>Amount</b>	<b>%</b>	<b>Amount</b>	<b>%</b>
Outreach: Design, Marketing Printing	\$ 15,000	\$-	0%	\$18,750	95%	\$18,750	95%	0	0%	0	0%	725	5%	\$19,475	100%
Training	\$ 25,400	\$-	0%	\$3,400	13%	\$3,400	13%	0	0%	0	0%	22,000	87%	\$25,400	100%
Mileage	\$ 6,000	\$900	15%	\$400	7%	\$1,300	22%	0	0%	0	0%	4,700	78%	\$6,000	100%
Tools	\$ 6,000	\$1,450	24%	\$-	0%	\$1,450	24%	0	0%	0	0%	4,550	76%	\$6,000	100%
Facilities	\$ 20,348	\$4,070	20%	\$2,035	10%	\$6,104	30%	0	0%	0	0%	14,244	70%	\$20,348	100%
Materials Cost:	\$ 150,000	\$9,035	6%	\$-	0%	\$9,035	6%	0	0%	0	0%	140,965	94%	\$150,000	100%
Technologi (Cell Phone, Ipad, Projector)	\$ 6,000	\$900	15%	\$1,280	21%	\$2,180	36%	0	0%	0	0%	3,820	64%	\$6,000	100%
<b>Indirect Costs</b>						0.00									
<b>Total Non-Personnel</b>	<b>\$ 228,748</b>	<b>\$16,355</b>	<b>7%</b>	<b>\$25,865</b>	<b>11%</b>	<b>\$42,219</b>	<b>18%</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0%</b>	<b>186,529</b>	<b>82%</b>	<b>\$228,748</b>	<b>100%</b>
<b>Total Project Cost</b>	<b>\$ 1,045,076</b>	<b>\$52,813</b>	<b>5%</b>	<b>\$187,228</b>	<b>13%</b>	<b>\$190,039</b>	<b>18%</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0%</b>	<b>\$55,037</b>	<b>82%</b>	<b>\$1,045,076</b>	<b>100%</b>
<b>Program Income (through funded activities)</b>															
<b>Non-Project:</b>	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amo	%	Amount	%	Amount	%
<b>Personnel Costs:</b>															
<b>Non-Personnel Costs:</b>															
<b>Other (Specify):</b>															
<b>Total Non-Project Cost</b>	<b>0.00</b>	<b>0.00</b>	<b>#DIV/0</b>	<b>0.00</b>	<b>#DIV/0</b>	<b>0.00</b>	<b>#DIV/0</b>	<b>0.00</b>	<b>#DI</b>	<b>0</b>	<b>#DI</b>	<b>0.00</b>	<b>#DIV/0</b>	<b>0.00</b>	<b>#DIV/0</b>
<b>Grand Total</b>	<b>\$1,045,076</b>	<b>\$52,813</b>	<b>5%</b>	<b>\$187,228</b>	<b>13.13%</b>	<b>\$190,039</b>	<b>18%</b>	<b>0.0</b>	<b>0%</b>	<b>0</b>	<b>0.00%</b>	<b>\$55,037</b>	<b>82%</b>	<b>\$1,045,076</b>	<b>100%</b>

## EXHIBIT A

### Additional Budget Information:

MHYC E&W Energy Efficiency services and In-Home Energy Education and Assistance visits in Denver are directly leveraged by Energy Outreach Colorado (EOC), Denver's Climate Action, Sustainability and Resiliency Office (CASR) and the Colorado Water Conservation Board (CWCB). EOC and CASR funding supports Energy Education and Assistance related activities while CWCB funding allows for the replacement of toilets within households.

Estimated annual leveraged funds for Energy Efficiency and Energy Education and Assistance (2022-2024):

- Energy Outreach Colorado- \$23,025
- CASR- \$48,765
- Colorado Water Conservation Board- \$28,400

### **Data Collection and Reporting**

Vendor agrees to use Xcel Energy calculator provided in D-ONE's request for proposals (RFP Name: 2022-2024 Residential and Nonprofit Energy Efficiency Services, RFP Number: HRCP2021-RFP01)

Quarterly reports will be required. The Denver Office of Nonprofit Engagement (D-ONE) will provide a standard reporting template. The quarterly report should include the following at minimum:

- Number of Audits;
- Number of households or units served;
- Number of households or units served at or below 60% SMI and/or 80% of AMI or less (please identify which);
- Dollars/funds Leveraged;
- Estimated kWh saved using Xcel Energy Calculator;
- Estimated Therms saved using Xcel Energy Calculator;
- Annual energy dollar savings using Xcel Energy Calculator;
- Dollars savings for nonenergy benefits using Xcel Energy Calculator (Cost/(energy savings+ energy saving\*50%);
- Number of households/buildings receiving education;
- Percentage of annual goals completed (see tables in Goals section above);
- Other relevant data points/formula at vendor discretion;
- Demographic data (age, race, ethnicity, gender, marital status, income, living with a disability, education level, and employment);
- Annual program reports and final program report shall be submitted to D-ONE within 45 days after the end of the Contract, and;
- Nonenergy benefits

An annual report will be required no later than February 15th of the following year.

A 3-year report will be required no later than February 15th, 2024.

### **Contract Requirements – Agency for Human Rights & Community Partnerships**

- Organization staff may be required to meet with an Agency for Human Rights & Community

## EXHIBIT A

Partnerships representative to debrief, share lessons learned about the contract/grant process, programming impact, etc.

- Organization 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.
- Organization 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.
- The City and County of Denver has specified a 13% MWBE Participation goal on this project. The organization is unable to meet this project goal but is committed to a 1% MWBE Participation on the contract.
- All modifications to the services and/or budget that exceeds 5% in change or more to any line item must be preapproved in writing by the Agency for Human Rights & Community Partnerships.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services (COL)
2000 S. Colorado Blvd.,
Tower 2, Suite 150
Denver, CO 80222
CONTACT NAME:
PHONE (A/C, No, Ext): (303) 893-0300
FAX (A/C, No): (866) 243-0727
INSURER(S) AFFORDING COVERAGE
INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI) NAIC # 10023
INSURER B : Lloyd's of London NAIC # 15792

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Cyber/Privacy/Netwrk.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with regards to the appropriate policies ONLY

CERTIFICATE HOLDER: Denver Office of Strategic Partnerships
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/01/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	<b>CONTACT NAME:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>		
	<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b> Year One Inc dba Mile High Youth Corps 1801 Federal Blvd Denver, CO 80204	<b>INSURER A : Pinnacol Assurance</b>			<b>41190</b>
	<b>INSURER B :</b>			
	<b>INSURER C :</b>			
	<b>INSURER D :</b>			
	<b>INSURER E :</b>			
	<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	4054687	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Unless otherwise stated in the policy provisions, coverage in Colorado only.

**CERTIFICATE HOLDER****CANCELLATION**
2205308  
Denver Office of Strategic Partnerships, Div of Business and Housing Services  
201 W Colfax Ave  
Dept. 204  
Denver, CO 80204  
lisas@mhyc.net

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Associates Insurance Group