

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NATURAL RESOURCES DEFENSE COUNCIL, INC.
AND THE
CITY OF DENVER**

I. PURPOSE

This Memorandum of Agreement (“MOA”) establishes the terms and conditions for the working agreement (“Agreement”) between the Natural Resources Defense Council, Inc. (“NRDC”) and the City of Denver (the “City”), in support of the American Cities Climate Challenge (“ACCC” or “Challenge”). NRDC together with the City are also referred to as the “parties”.

II. BACKGROUND

The ACCC is a national initiative to create healthier and more prosperous American cities by supporting a critical mass of the most populous cities in meeting or exceeding their city’s equivalent of the U.S. emission reduction targets under the Paris Climate Agreement. By participating in the ACCC, cities will support bold solutions that can be replicated by other municipalities nationwide and around the world to advance local economic prosperity and reduce pollution. Bloomberg Philanthropies has provided NRDC with funding for the Challenge.

On June 1, 2018, Bloomberg Philanthropies announced the ACCC and opened up a competitive application process to the 100 most populous cities in the United States to participate in the Challenge. The first round of applications was opened on June 19, 2018 and closed July 18, 2018. Fifty-one cities responded to the open call and submitted applications to the Challenge. In August 2018, 37 of those cities were selected through a competitive process based on the applications to participate in site visits by Challenge staff to learn more about each city’s impact goals. Those cities each submitted detailed work plans (the City’s non-binding specific work plan is attached as Exhibit B) to Challenge staff outlining their own initiatives. In October 2018, 25 cities’ initiatives were selected through a competitive process by Challenge staff to participate in the Challenge and receive support.

NRDC is a 501(c)(3) public charity established in 1970 with the mission to safeguard the Earth: its people, its plants and animals and the natural systems on which all life depends. NRDC has the experience and ability to support a participating City’s execution of buildings and transportation initiatives, which will enhance the City’s ability to achieve the long-term success of those initiatives and benefit other communities seeking to implement similar initiatives.

III. AGREEMENT TO PARTICIPATE

The City will participate in the ACCC and agrees to pursue the successful execution of all such initiatives, measures and other actions and goals to which it has committed in the work plan it submitted to the Challenge and the City Strategy Overview (as defined in Section V) that was prepared based on the work plan, both of which are attached to this Agreement. For the avoidance of doubt, in the event of any conflict between the work plan and City Strategy Overview, the terms of the latter shall prevail. NRDC will support the City in the achievement of

all such initiatives, measures and other actions and goals to which it has committed, for the duration of the City's participation in the ACCC, as more specifically set forth in this MOA.

IV. COMMITMENTS BY NRDC

NRDC, for the duration of the City's participation in the ACCC and at no expense to the City, will use commercially reasonable efforts to provide the support, resources and opportunities to assist the City in achieving the goals contained in its City Strategy Overview as described in the Support Package (as defined in Section V) including the following undertakings:

1. Provide, at no expense to the City, one NRDC employee reporting to the ACCC City Lead (as defined in Section V), who shall be available at all times for input and general direction on work schedule, tasks and assignments for the purpose of advancing the City Strategy Overview (such NRDC employee, the "Climate Advisor"). For the avoidance of doubt, the parties agree that the Climate Advisor shall not be an employee of the City. The parties agree that the Climate Advisor shall be considered an employee of NRDC, and NRDC shall be considered a City contractor;
2. Share best practices and expertise on all aspects of initiative design and implementation including regular access to staff at NRDC and Third Parties (as defined below) as appropriate;
3. As determined by NRDC in its sole discretion, provide additional discretionary resources to support local organization involvement in ACCC, stakeholder engagement, compliance with programs, and enhanced technical, analytical, and communications capabilities of the City, where applicable;
4. As determined by NRDC in its sole discretion, identify and assist the City in securing additional resources to achieve the goals in its City Strategy Overview and its resource commitment requirements;
5. Assist the City in peer-to-peer networking with other cities, including hosting in-person forums involving other cities and partners participating in the ACCC; and
6. Designate an NRDC employee, other than the Climate Advisor, to direct NRDC's work with the City on the Challenge and to serve as City's primary NRDC contact (the "NRDC City Strategist"). NRDC shall designate an additional employee ("NRDC Director of Strategy and City Engagement") to manage the NRDC City Strategist.

NRDC reserves the right to direct its affiliate NRDC Action Fund Inc. to provide the support, resources and opportunities listed in this Section IV.

NRDC also reserves the right to direct independent contractors retained by NRDC or an affiliate to provide the support, resources and opportunities listed in this Section IV.

"Third Parties" refers to parties not affiliated with, or under contract with, NRDC and are referenced in this Section IV and in Section V below. Such Third Parties are associated with the ACCC and will provide support, resources and opportunities to Cities other than those listed in this Section IV. NRDC is not responsible for Third Parties' ultimate delivery of support, resources and opportunities to Cities, and Third Parties' failure to provide the resources listed in the Support Package (as further described in Section V) shall not be a basis to terminate this MOA under the provisions of Section XV.3.

V. COMMITMENTS BY THE CITY

The City commits to pursue, to the best of its ability and in a manner that complies with applicable laws, ordinances, rules and policies and that facilitates collaboration among the City and its major stakeholders, the implementation of the following initiatives, by December 31, 2020, to reduce net emissions of the City:

1. Energy code enforcement;
2. Plan for building decarbonization through local codes;
3. Improve public transit speed, reliability and user experience;
4. Implement high priority segments in the walking and bicycling network to be safe and inviting to all, including for those using transit;
5. Electric vehicle (EV) education and incentives;
6. Encourage new mobility options;
7. Commuter incentives;
8. Provide incentives/behavioral nudging for use of low-carbon mobility modes;
9. Define and expand the high-frequency public transit network to achieve significant ridership increases;
10. Parking management and pricing; and
11. Ubiquitous EV charging infrastructure.

In support of the implementation of these initiatives, the City commits to undertake the following actions:

1. Develop a multi-year plan (the “City Strategy Overview”), the initial version of which is attached as Exhibit C, describing the City’s goals and the initiatives and key actions the City intends to undertake to achieve such goals. The City Strategy Overview was jointly developed by the City, NRDC and Third Parties and shall be updated by the City and NRDC no less frequently than every six months after the initial City Strategy Overview to reflect any changes. The City Strategy Overview shall include, but need not be limited to, the following items:
 - a. Emissions reductions targets for the City’s initiatives;
 - b. Descriptions of the key elements of each initiative and the actions undertaken to achieve those initiatives;
 - c. Year 2020 goals of key actions and key indicators that will be used to measure progress toward those goals;
 - d. City-based and non-City based resources and support needed by the City to achieve each action;
 - e. Estimated amount of time that key staff employed by the City can commit to the design, adoption and implementation of the actions; and
 - f. A City employee shall at all times be designated to serve as the ACCC lead and shall be responsible for the City’s execution of its City Strategy Overview (the “City ACCC Lead”). As of the date hereof the City ACCC Lead shall be Elizabeth Babcock.
2. Work with NRDC and Third Parties to develop a support package that will outline resources that will come from NRDC and Third Parties (the “Support Package”, attached as Exhibit D). NRDC reserves the right to unilaterally modify the Support Package

provided that no resources made available to the City are decreased as compared to those listed on the Support Package as of the date this MOA was first executed.

3. Review and provide input to NRDC and Third Parties on the detailed activities and deliverables for the milestones that will occur during the project (the “Delivery Plan”). The Delivery Plan shall be updated by the City, NRDC and Third Parties no less frequently than every three months after the initial Delivery Plan to reflect any changes.
4. Provide NRDC and Third Parties with all information allowed by City laws, ordinances, rules, and policies to enable them to successfully assist the City as set forth in this MOA, including information related to emission metrics.
5. Participate in the ACCC network of peer cities to share best practices with NRDC and other cities participating in the ACCC, including work products and materials, programmatic concepts and successful processes.
6. Make the City ACCC Lead available to meet with designees of NRDC at least once every three months (at a time and place to be mutually agreed by the parties acting reasonably) for the duration of the City’s involvement with the ACCC.
7. Provide the Climate Advisor, at City expense:
 - a. A climate-controlled work space, including use of a desk, chair, and file cabinet, with the exact location of the work space to be determined by the City; the work space may only be used for general office purposes and accessed during normal business hours, unless the Climate Advisor receives permission to access the work space outside normal business hours;
 - b. A telephone, computer, monitor, mouse, keyboard and internet access;
 - c. Access to and use of a printer, copier, scanner and fax machine;
 - d. Cleaning, recycling and maintenance of the work space; and
 - e. Access to City information and materials as necessary for the Climate Advisor to perform his or her duties, as allowed by City laws, ordinances, rules, and policies.
8. Make reasonable use of the City Mayor’s time, participating in no less than three meetings per year with senior officials of the Challenge team to discuss the City’s progress on the initiatives described in its City Strategy Overview.
9. Use reasonable best efforts to prioritize staffing in operations departments to support the ACCC work.
10. Use reasonable best efforts to take all necessary and appropriate actions to complete the work stated in City Strategy Overview in accordance with the timeline and other provisions set forth therein.
11. Use reasonable best efforts to coordinate with NRDC and its partners and other funders, whether or not they are parties to this Agreement.
12. Use reasonable best efforts to provide information that will facilitate coordination between NRDC and Third Parties and other entities also involved in the Challenge, including cooperating with and supporting NRDC’s compliance with all requirements of funding provided to NRDC for use on ACCC expenses by adhering to the requirements set forth in Exhibit A hereto (the “Funding Requirements”).
13. Cause the City ACCC Lead and other relevant City staff to be available for one-hour conference calls with representatives of NRDC and Third Parties (at a time to be mutually agreed by the parties acting reasonably, and occurring no less frequently than on a quarterly basis) to discuss the status of the ACCC work.

VI. SELECTION AND MANAGEMENT OF THE CLIMATE ADVISOR

NRDC shall determine and lead the hiring and retention process for the Climate Advisor, including the development of a position description and the advertisement of the position. NRDC will coordinate the hiring process with the City and solicit feedback on the selection of potential candidates for the Climate Advisor, but NRDC shall have exclusive hiring authority. NRDC shall conduct periodic reviews, but not less than one review annually, to evaluate the work-related performance of the Climate Advisor. NRDC shall coordinate such reviews with the City and solicit feedback from the City ACCC Lead. The City ACCC Lead shall report any work-related issues with the Climate Advisor to the manager of the ACCC program at NRDC. NRDC reserves the right to terminate the Climate Advisor for any reason or no reason and, in the event of such termination, NRDC shall as promptly as practicable provide a replacement Climate Advisor to the City.

VII. PARTICIPATION IN NRDC ACTIVITIES

NRDC may require or invite the Climate Advisor to participate in NRDC's employee events and meetings or attend conferences or other offsite meetings or events. NRDC shall bear the employee-related expenses for any such travel, meetings and events (provided that such expenses are in accordance with NRDC's expense reimbursement policies, as they exist from time to time). NRDC shall coordinate with the City in all such cases requiring or inviting participation, which may include the following:

1. Weekly or bi-weekly NRDC staff meetings;
2. Quarterly in-person meetings; and
3. Conferences, meetings and other events designed to further the Climate Advisor's professional development and/or where the Climate Advisor's participation is designed to further NRDC's mission.

VIII. NOT AN EMPLOYEE OF THE CITY

The Climate Advisor shall not in any way be considered an employee of the City. NRDC and the City affirm that NRDC, and not the City, shall be responsible for any and all compensation and benefits to be provided to the Climate Advisor and that the Climate Advisor shall not be entitled to receive (a) any form of compensation, including but not limited to wages, salary, bonuses or any other form of remuneration from the City, (b) any retirement or health care benefits available to City employees, including but not limited to participation in any state, local or municipal pension or retirement or health care plans or (c) any fringe benefits, reimbursement of expenses, or any other employment benefits available to City employees.

The City also affirms the work to be performed by the Climate Advisor is not bargaining unit work and that the City shall not request that the Climate Advisor perform any work that reasonably could be considered to be bargaining unit work or violate the terms of a collective bargaining agreement.

The City also affirms (a) the Climate Advisor shall not be a participant in any career or civil service systems and shall not be protected by any career or civil service laws, ordinances, rules or regulations and (b) the Climate Advisor shall not have or acquire any rights under any such systems, laws, ordinances, rules or regulations, including but not limited to the right to notice or a hearing.

The City also affirms (a) the work to be performed by the Climate Advisor shall not be considered to be lobbying and shall not be subject to or limited by any state, local or municipal laws, ordinances, codes, rules or regulations that prohibit or regulate the ability of City officials or employees to engage in activities related to lobbying and (b) the City shall not request that the Climate Advisor perform any work that violates or causes the Climate Advisor or NRDC to become subject to any such laws, ordinances, codes, rules or regulations.

The City also affirms the Climate Advisor shall not be deemed to be a City official or employee for purposes of any state, local or municipal ethics laws, ordinances, codes, rules or regulations that apply to City officials and employees, including but not limited to such laws, ordinances, rules, or regulations that impose ethics disclosure or reporting requirements, restrict use of municipal equipment or property or prevent or regulate secondary employment. For the avoidance of doubt, the Climate Advisor is permitted to use computers, email, network, printers, phones and other equipment provided by the City for work related to performance of the Climate Advisor's duties under the MOA, but shall not be permitted to use such equipment for unrelated purposes.

IX. COMPLIANCE WITH RULES

The Climate Advisor shall comply with policies, rules, regulations and procedures of the City relating to the use of equipment, office space and common areas at the City, provided that NRDC and the Climate Advisor shall have been provided in advance with written copies of such policies, rules, regulations and procedures. The Climate Advisor shall maintain the work space in a clean, orderly and neat fashion and shall not create or contribute to the creation of a nuisance and shall not engage in or permit any action that will disturb the quiet enjoyment of any occupants of the building. NRDC may remove the Climate Advisor from assignment at the City upon reasonable request of the City, should the Climate Advisor fail to obey the City's policies, rules, regulations and procedures or when, in reasonable judgement of the City, such removal serves the best interests of the City. If a Climate Advisor is removed pursuant to this Section IX, NRDC shall provide a replacement Climate Advisor if practicable.

The City ACCC Lead and NRDC City Strategist shall meet and confer prior to assignment of the Climate Advisor in order to ensure the Climate Advisor is able to comply with NRDC's document retention policies. A copy of NRDC's document retention policies shall be provided to City upon request.

The City represents and warrants that it is permitted under all applicable laws, ordinances, rules, and policies, including those concerning government ethics, to participate in the ACCC under the terms and conditions of this MOA and to accept resources from NRDC for these purposes. The City also represents and warrants that it has obtained all approvals from State and/or City attorneys, ethics bodies, and other authorities necessary to participate in the ACCC under the terms and conditions of this MOA and to accept resources from NRDC for these purposes.

X. TERM

This MOA shall be for a term commencing on January 1, 2019 and shall expire on December 31, 2020, unless earlier terminated in accordance with the provisions herein.

XI. STATUS MEETINGS

The parties agree to meet as set forth in Section V above to exchange information related to the status of the ACCC. The City will provide information related to the implementation of the ACCC in their specific jurisdiction. NRDC will provide to the City information related to the implementation of the ACCC in other jurisdictions, supplying any additional information requested by the City.

XII. AFFILIATION WITH THE ACCC

NRDC supports the integration of all initiatives that are undertaken by the City with support from the ACCC into the City's own long-term vision for sustainability, including any applicable sustainability or climate action plans. NRDC may use the City's name and describe the activities the City undertakes in conjunction with the ACCC, including in web and print materials produced for public consumption, subject to the terms and conditions in Section XVII of this MOA. Furthermore, NRDC may promote the involvement of the City in the ACCC through case studies, reports, and other media, subject to the conditions in Sections XIII and XVII of this MOA.

XIII. OTHER PUBLIC COMMUNICATIONS

The City agrees to include a quote from the City's Mayor in the announcement of the launch of the ACCC, which must be mutually approved in advance by the City and NRDC. The City and NRDC agree to not promote the City's participation in ACCC publicly until after the formal launch announcement. The City will be available to work with NRDC on future communication needs from high-level City officials during the duration of the ACCC.

The City agrees to coordinate with NRDC on public communications by or on behalf of the City that refer to the ACCC, and any such public communications must be mutually approved in advance by the City and NRDC. Any joint communications or materials will require the prior written approval of both the City and NRDC.

XIV. MODIFICATION OF THE CITY STRATEGY OVERVIEW

Any one of the parties to this MOA may propose modifications to the City Strategy Overview based upon internal or external circumstances that affect the City's ability to achieve the milestones and goals outlined in the plan or NRDC's ability to provide the support set forth in the Support Package. All substantive modifications, such as to the programs the City will pursue or to the ACCC timeline, must be agreed upon by the City ACCC Lead and the NRDC Director of Strategy and City Engagement who bear primary responsibility for day-to-day management and execution of the ACCC, and are also accountable for the overarching structure and strategy of the ACCC. The NRDC Director of Strategy and City Engagement shall not unreasonably withhold approval. If the City ACCC Lead and the NRDC Director of Strategy and City Engagement cannot reach an agreement about the terms of any such proposed modification, NRDC shall have the right to terminate this MOA in accordance with Section XV.

The City will provide notice to NRDC if a Third Party fails to deliver the services described in the Support Package and such failure is reasonably expected to cause the City to breach this Agreement. Upon receipt of such notice NRDC shall either (i) compel such Third Party to

comply with its obligations under the Support Package, or (ii) replace the Third Party. If NRDC is unable to compel compliance or replace such Third Party, then the City and NRDC will amend this Agreement to remove or alter any City obligations made impossible to perform due to such Third Party's breach.

XV. TERMINATION OF MOA

This MOA may be terminated by the parties according to the following conditions:

1. Failure by the City to Update a City Strategy Overview: NRDC may terminate this MOA if the City fails to update the City Strategy Overview with any changes every six months after the date hereof, assuming no reasonable communications have been made with the City that explain the delay in submission.
2. Failure by the City to Achieve Milestones: NRDC may terminate this MOA if, more than one year after the execution of this MOA, it determines that the City is substantially unable to achieve the milestones and goals outlined in its City Strategy Overview, or that the City has demonstrated an inability to dedicate the required resources to the achievement of the milestones and goals in its City Strategy Overview. Prior to terminating this MOA as provided in this Section XV.2, NRDC may initiate a process under Section XIV to propose modifications to the City Strategy Overview and clearly communicate these proposed modifications to the City.
3. For Cause: Either the City or NRDC may terminate this MOA if the other party is in material breach of its obligations under this MOA, and such breach has not been corrected to the non-breaching party's reasonable satisfaction in a timely manner after written notice of such breach has been provided to the breaching party.
4. Notice: Unless otherwise specified herein, written notice of termination pursuant to this Section XV shall be given by the party terminating this MOA to the other not less than 30 calendar days prior to the effective date of termination.

XVI. RELATIONSHIP

This MOA shall not be construed as a joint venture or so as to make any one of the parties an agent of any of the other parties. Each of the parties hereto expressly disclaims any intention to enter into any such agency or joint venture and agrees to conduct itself so as not to act or purport to act on behalf of the other. This MOA does not authorize any party to act as the agent or legal representative of any other party for any purpose whatsoever and no party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other party, or to bind any other party in any manner or thing whatsoever.

To aid in the advancement of the City Strategy Overview, the Climate Advisor will be advising the City regarding governmental decisions. As such, the Climate Advisor may present himself or herself as working with the City to further the goals of the City Strategy Overview in spoken and written communications. The Climate Advisor will be provided a City email address and phone number. Any individual that inquires about the Climate Advisor's status of employment or role within the City will be provided with information that confirms the Climate Advisor is an employee of NRDC who is advising the City pursuant to this Agreement.

XVII. CONFIDENTIALITY OF INFORMATION AND PROTECTION OF INTELLECTUAL PROPERTY

Each party recognizes that it may have access to information of a proprietary, private or confidential nature owned by another party (a “Disclosing Party.”). Each party acknowledges that any proprietary, private and confidential information it shares with any other party under this MOA must be identified as such at the time of communication. As such, each party that receives or has access to information that has been so identified (a “Receiving Party”) agrees to keep such information in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by any applicable ordinances, regulations and laws that govern the Receiving Party. The provisions of this Section XVII shall not apply to (a) information that is publicly known or publicly available, other than as a result of breach of this Section XVII, (b) information obtained by a Receiving Party from a source other than a Disclosing Party, which the Receiving Party knows is not under an obligation of confidentiality to the Disclosing Party, (c) information that is independently developed by a Receiving Party without access to a Disclosing Party’s confidential information, (d) information already in the possession of Receiving Party, provided that such information is not known by Receiving Party to be subject to any legal or contractual obligation of confidentiality owed to Disclosing Party and (e) information that cannot be treated as proprietary, private, or confidential pursuant to applicable law.

Each party hereby waives any and all right, title and interest in and to such information of the other and agrees to return all physical copies, and destroy all electronic copies, of such information, except as otherwise agreed, at the expense of the party returning or destroying the information, upon request at the expiration or termination of this MOA. NRDC retains the right to aggregate otherwise confidential information for use in publications or other materials intended for public consumption, provided that (i) individual confidentiality is maintained and (ii) NRDC shall give prior notice of public disclosure of aggregated information to the City. Upon receipt of such notice, the City may offer feedback and NRDC must reasonably consider such feedback before any such disclosure.

All rights and intellectual property rights (including copyrights), in any work, including, without limitation, all plans, research results, publications, developments, reports, processes, programs, analyses, website content, and other materials created or developed by or on behalf of the City and/or by a Climate Advisor (“Works”) will be licensed to NRDC on a royalty-free basis to facilitate best practice sharing among participating cities in the Challenge and other interested cities.

XVIII. DISPUTE RESOLUTION

Any dispute or misunderstanding that may arise under this MOA shall first be addressed through negotiations, if possible, between the parties. If the official representatives of the parties do not reach a resolution within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including (but not limited to) alternate dispute resolution processes, with mediation to be the first such process pursued by the parties.

XIX. LIMITATION OF LIABILITY

No party shall be liable to any other party for any incidental, indirect, special or consequential damages of any kind arising out of this MOA, the Challenge or the relationship between the City and NRDC and no recourse under this MOA or any other document related to the Challenge shall be had against any of the City or NRDC's former, current or future directors, officials, officers, employees, agents, managers, controlling persons, affiliates or advisors, whether by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred any individual in connection with this MOA or the Challenge. The provisions of this Section XIX will survive the expiration or earlier termination of this MOA.

XX. NOTICES

All notices and other communications pursuant to this MOA must be in writing, addressed to the parties at the applicable address set forth on the signature page hereof (or such other address as a party may from time to time specifically designate in writing), must be sent by a nationally recognized overnight courier and will be deemed given on the date delivery is first accepted or refused.

XXI. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this MOA, NRDC agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provisions in all subcontracts hereunder.

XXII. GOVERNING LAW; VENUE

This MOA 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 MOA. 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 this MOA will be in the District Court of the State of Colorado, Second Judicial District.

XXIII. MISCELLANEOUS PROVISIONS

Neither this MOA, nor any rights or obligations hereunder, may be assigned, delegated, transferred or sublicensed by any party, by operation of law or otherwise, without the express prior written approval of the other parties. This MOA cannot be modified orally, and none of the terms hereof will be deemed to be waived or modified except by an express agreement in writing signed by the party against whom such waiver or modification is sought to be enforced. This MOA contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

[Signature page follows]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: ENVHL-201846867-00

Contractor Name: NATURAL RESOURCES DEFENSE COUNCIL,
INC.

By: _____



Name: CAI STEGOR
(please print)

Title: SENIOR DIRECTOR, RESILIENT COMMUNITIES
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A – FUNDING REQUIREMENTS

The City shall use its best efforts to assist NRDC in:

- Complying with applicable laws, including by ensuring that resources provided to the City by NRDC are not used: (i) in support of, or to promote, violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities; (ii) for purposes of, or in connection with, bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law; and (iii) in compliance with all applicable government ethics and transparency laws;
- Ensuring that resources provided to the City by NRDC are used only to advance the official purposes of the City and are not used for lobbying (without the express advance written consent of NRDC), for political contributions, to support political campaigns, or to benefit any particular City official personally;
- Maintaining accurate and updated books and records related to the ACCC, including by making such City's books and records related to the ACCC available for inspection at reasonable times by NRDC;
- Providing information regarding the progress of the ACCC, including by: (i) assisting NRDC in drafting a narrative account of the progress of the ACCC and what was accomplished with the resources provided by NRDC to the City and (ii) providing NRDC with copies of any media coverage of the ACCC and two copies of any publication, audio or video program, film or other media project produced by the City related to the ACCC for archival, research or presentation purposes;
- Preparing and submitting any additional information required by NRDC's funding sources, including unscheduled reports requested by the funding sources;
- Drafting and submitting updates about the ACCC's status, contacts and other requested topics to the extent requested by the funding sources;
- Documenting the ACCC, including by assisting with any efforts by NRDC to facilitate or produce publications, audio or video programming, film or other media regarding the ACCC;
- Complying with any restrictions on, or requirements for the prior approval of, any Media Release (as defined below) which references the funding or the funding sources of the ACCC, by providing such Media Release to NRDC prior to distribution and complying with any requirements relayed by NRDC with respect to the content, timing and means of distribution of any such Media Release. For the purposes of this Agreement, "Media Release" shall mean any publication, advertising, speech, lecture, interview, press release, internet web page or other media venue of any kind;

- Making reasonable use of the City Mayor's time, who shall participate in no less than three meetings per year with senior officials of the Challenge team to discuss the City's progress on the initiatives described in its City Strategy Overview; and

Causing the City ACCC Lead and other relevant City staff to be available for one-hour conference calls with representatives of NRDC and Third Parties (at a time to be mutually agreed by the parties acting reasonably, and occurring no less frequently than on a quarterly basis) to discuss the status of the ACCC work.

EXHIBIT B: DENVER WORK PLAN

Instructions:

This workplan template aims to help you articulate how your city's bold ideas will come to life and generate concrete impact for the community and the environment. It is being adopted by all finalist cities of the American Cities Climate Challenge to ensure consistency of planning.

There are two documents linked to it:

- Template 1: A policy / program map (power point) to help you identify and prioritize the biggest opportunities for impact; and
- Template 2: A Measuring Success spreadsheet (excel) to identify how progress will be tracked.

Please note: We suggest you complete Template 1 (Policy/Program Map) first, followed by Template 2 (Measuring Success) before answering the questions below. The two templates build on each other; you may find that after doing Template 2, it influences your decisions in Template 1 as well. Please note the page limits on the work plan narratives.

Your city worked on elements of these templates as part of the Phase 1 application to the Climate Challenge and either have or will continue that work during your site visit. In these cases, the purpose is to build on the work done rather than start from square one. Our support team (NRDC and Delivery Associates) is available to provide support to your city team to develop this workplan alongside you. Please feel free to reach out with any questions or feedback.

American Cities Climate Challenge

Part 1- General information and baseline data

(no more than 2 pages single-spaced, 11 point Arial font)

Name of municipality: Denver

Mayor name: Michael B. Hancock

Name of Staff contact: Elizabeth Babcock

Title: Manager Air, Water and Climate

E-mail: Elizabeth.babcock@denvergov.org

Phone number: 720-865-5385

Address: 200 W 14th Ave Suite 310

State: CO

Zip Code: 80204

American Cities Climate Challenge

Baseline Data

In the Phase 1 application, we asked cities to provide information on existing carbon emission reduction goals, which often vary between cities. For the American Cities Climate Challenge, we will ask cities to commit to carbon emissions reductions goals with consistent timelines across all cities that allow us to work collectively towards a shared future. To that end, we will work with applicants to modify existing goals to hit interim or new target dates of 2020 and 2025 using a 2005 baseline. Please complete the table below.

Sector	2005 Baseline in MMT CO ₂ <i>(if you do not have a 2005 baseline, please specify the year your baseline was conducted)</i>	Most recent year inventory emissions in MMT CO ₂ ¹	2020 target emissions <i>(% reduction compared to 2005)</i>	2025 target emissions <i>(% reduction compared to 2005)</i>
Municipal Operations	33,097 mtCO ₂ e Transportation 382,481 mtCO ₂ e Buildings ² 415,578 Total Muni GHG Footprint	28,000 mtCO ₂ e Transportation 240,000 mtCO ₂ e Buildings ² 268,000 Total Muni GHG Footprint	244,394 mtCO ₂ e	100% of Building Electricity is Renewable
Buildings	6,661,500 mtCO ₂ e	5,690,543 mtCO ₂ e	N/A	N/A
Transportation	2,507,000 mtCO ₂ e ³	2,310,229 mtCO ₂ e	N/A	N/A
Total	9,584,078 mtCO ₂ e	8,268,772	8,146,466 (15% Reduction)	6,708,854 (30% Reduction)

What is your city's current protocol for how often you will complete a GHG inventory? If you do not have a recent inventory, do you have plans to complete one?

Denver is committed to completing annual inventories that comply with the GPC standard methodology. Denver has completed and reported its 2016 inventory and will have a 2017

¹ In 2015 Denver updated its GHG methodology to be GPC compliant. There are some differences in the method of allocating emissions between Scopes, most notably in the Transportation Sector. For consistency, all numbers represented utilize the prior methodology.

² Includes Denver International Airport Facilities

³ Does not include Scope III emissions from fuel production

American Cities Climate Challenge

inventory available at the beginning of 2019. Depending on data availability Denver will have a 2018 inventory in late 2019, and a 2019 inventory in late 2020. Denver updated its methodology in 2015 to the GPC standard maintains a robust collection of data to support its inventory.

Part 2 - Workplan Questions *(no more than 8 pages single-spaced, 11 point Arial font)*

1. What policies or programs are your biggest opportunities for acceleration of impact through the Challenge and why? Please refer to **Templates 1 and 2** and select 6-8 policies or programs of which between 2 to 4 are Ambitious or Moonshot actions. These programs will form the core of your work plan and will be prioritized to receive support resources through the Climate Challenge. Building off your responses to **Template 2**, please describe in specific, measurable terms, what you commit to accomplish by 2020 for each action selected.

In transportation, we view actions related to transit as the biggest opportunity for impact. These include:

- Expand high frequency network (already defined in our new transit plan here: <https://www.denvergov.org/media/denvergov/publicworks/planning/Denver-Moves-Transit-Draft-Plan.pdf>)
 - By Dec 2020, we will add 2-4 corridors of high frequency service
- Improve public transit speed, experience and reliability
 - By Dec 2020, we will add 2-4 corridors of high frequency service
- Reimagine travel lane space to move people safely and efficiently
 - By Dec 2020, we will redesign 2-4 corridors
- Encourage new mobility options
 - By Dec 2020, we will update our ordinance language to reflect how people want to use electric scooters, bikes etc.

Related to the transit work is a complementary set of programs and policies:

- Commuter incentives
 - By Dec 2020, we will increase the number of employers offering these incentives
- Behavioral nudging
 - By Dec 2020, we will run a TDM planning process with stakeholders and implement at least 2 ideas from that process
- Parking management and pricing (not be possible prior to the election in May)
 - By Dec 2020, we will increase parking prices

Vehicle electrification is another area of opportunity:

- EV Education and Incentives
 - By Dec 2020, we will expand our Pass Gas campaign, complete 1,000 test drives and develop new policy incentives
- Reduce or eliminate demand charges for fast charging stations and allowing utilities to recover costs invested in charging stations will lay the groundwork for a significant expansion of EV charging infrastructure in Denver and will contribute to market transformation in this sector.

In buildings, the biggest opportunity is in our upcoming code update:

- Energy code enforcement
 - By Dec 2020, we will complete code compliance assessment, training for 25 plan reviewers and 160 inspectors.
- Code updates
 - By Dec 2020, we will update to 2018 IECC with amendments, implement a stretch code and develop a plan to get on a net zero by 2035 glide path

American Cities Climate Challenge

2. For the policies and programs you listed above, please fill out the table below clarifying who is the single lead point of contact, and their time dedicated to the project. Please also indicate other key staff who will support the lead point of contact.

Program/Policy	Person, Position	Time commitment (% FTE)	Other Key Staff
<i>Example: Code compliance</i>	<i>Jane Smith, Director, Buildings Department</i>	<i>25%</i>	<i>Public Works Director</i>
Vehicle Electrification	Mike Salisbury, Transportation Energy Lead, DDPHE	30%	Bob McDonald DDPHE ED, EQ Gregg Thomas EQ Division Director, Liz Babcock Manager Climate, General Services ED, PW COO
Transit actions	Jennifer Hillhouse, Director Mobility Project Delivery PW	30%	PW ED
Behavior change	Stephen Rijo, TDM project manager, PW	30%	Jennifer Hillhouse, Cindy Patton Manager Parking, PW ED
Building code	Scott Prisco, Chief Building Official, CPD	30%	Katrina Managan, Buildings Lead DDPHE, Liz Babcock Manager Climate DDPHE, Jill Jennings Golich, Deputy Director PW

3. Who is responsible for holding all parties above accountable for continual progress? Ideally there will be one single person monitoring and holding all parties accountable and an oversight body across departments that will regularly meet to help troubleshoot and push difficult actions forward. How often will your mayor be updated on progress so that each program or policy lead is individually held accountable based on evidence?

A cross agency Bloomberg climate team will be formed to continually monitor progress. Liz Babcock will lead this team and be accountable for reporting on the grant, getting updates on status of individual projects and troubleshooting. This team will include key staff from DDPHE, PW, and CPD. The team will report quarterly to the Mayor and his team on progress. If barriers that require executive action are encountered, the team has direct access to the Mayor's appointees for each agency and the Mayor's Deputy Chief of Staff, Evan Dreyer.

4. What specific areas of work would you propose your Climate Challenge City Advisor will focus on and, given your city's context, what qualities will be necessary in a successful City Advisor?

American Cities Climate Challenge

Denver is requesting two advisors if possible. The first priority is a transportation advisor who will work on the transit and behavior change suite of actions. With the recent completion of Denver's Transit Plan the City has a clear vision for its future transit network. The Advisor can help advance the transit vision towards implementation by working with partner organizations such as RTD to close the gap between current state and the high-frequency network the City is working towards. The Advisor can also assist with the many behavioral change efforts underway such as the City's TDM Plan which will align transportation goals and building codes to encourage fewer drive alone trips. This advisor would be essential in combining the long-term transit vision with current projects and campaigns to help accelerate our current pace of implementation towards achieving the Mayor's mobility and climate goals. The Advisor should have knowledge and skills in implementing city transit plans, including ability to navigate complex multi-agency efforts.

The second advisor would be focused on the building code actions. This individual will need to have technical knowledge of energy and sustainability in buildings, knowledge of building codes (IECC, IGCC), and how city building departments function.

Both advisors need to be strong verbal and written communicators, ability to engage with diverse stakeholders, and be self-directed and motivated. Our team looks for individuals who are "hungry, humble and smart". Delivering results is most important.

5. What additional resources would you need from Climate Challenge to be successful in achieving the prioritized policies and programs? Potentially available resources include, but are not limited to, campaign and communications support, polling information, technical consultants, data structuring and management, performance management, innovation (e.g., ideation, prototyping), behavioral insights, and citizen engagement.

To support the overall project and city climate actions, communications support and polling would be incredibly valuable, along with citizen engagement. For transportation actions, technical consultants in design and planning, innovation support (ideation and prototyping, especially with an eye toward getting citizen buy in while speeding up the innovation process), campaign support for difficult policy or built environment changes, and behavioral insights would be very useful. Technical consultants would be valuable in providing expert testimony at the Public Utilities Commission (PUC) and at the state legislature. Expertise would also be critical in helping to scale up Denver's education and outreach efforts around EVs and non-SOV transportation modes.

For buildings, consultants to help guide and/or develop the net zero glide path and plan, advise on key IECC amendments and stretch code development would be useful. Funding for one or more code compliance studies would be beneficial, as would support for staff training.

For renewable electricity, technical support to develop the RFP/scope of work for the 100% renewable implementation road map (a detailed 3-5 year plan to get Denver on the path to 100% renewable) would be very useful. Additional support for technical work/ expert witness at the PUC or state legislature would be beneficial.

6. What opportunities and challenges, both political and non-political, could affect your city's ability to successfully achieve the above policies or programs? If legislation (ordinances) or new policy is required, who are the key actors that will be required for success? Please be specific in your response and reflect on the Delivery Chain exercise employed during your site visit to provide additional insights.

American Cities Climate Challenge

Key opportunities are momentum from recently released, highly regarded city plans, including: Mobility Action Plan, 80x50 Climate Action Plan, Denver Moves Transit, Bike and Peds plans. The 2018 code update is planned and supported, and the MOU with Xcel Energy presents numerous opportunities. Denver also has a very strong advocacy community. Also received funding for 3 new climate FTE and \$350,000 in 2019 and \$250,000 in 2020 for climate professional services.

Barriers include the upcoming election in May 2019, limitations on funding for higher cost infrastructure projects and mixed public support for transportation changes. For policy changes in transportation (updating ordinances for new mobility options like electric scooters), the process begins with technical staff drafting policy recommendations, background meetings with the Mayor's legislative director, moving to the Mayor's Policy Review Committee, informational meetings with city council, a stakeholder engagement process (critical, but also need to have quicker turn around for this input to move forward), working with city attorneys to draft actual ordinance language and then moving through council adoption process.

7. Pick one of your Ambitious or Moonshot policies above and describe your plan to engage local partners and key stakeholders for consensus-building, outreach, training, advocacy, funding, or other activities, including assessments of key proponents and potential hurdles to overcome. Please be specific in your response and include both supporters and detractors.

Moonshot Action: Remove or greatly reduce demand charges for DCFC stations. Denver would build on existing strong relationships with advocacy groups with significant expertise in utility rate structures such as WRA, SWEEP, RMI and NRDC to collaborate with Xcel Energy and the PUC to develop either a new tariff or amend an existing tariff. Private sector stakeholders would include Chargepoint, EVgo and National Car Charging. It will be necessary to work closely with consumer advocacy groups to alleviate concerns that this tariff would be subsidizing DCFC stations at the expense of other ratepayers. Building consensus among all these stakeholders prior to bringing a new proposal to the PUC should make it much more straightforward to adopt the proposal. ACCC support could include providing additional technical expertise to help with PUC testimony.

8. Please provide an example of another project or initiative where you've collaborated with internal and external stakeholders to achieve a goal, preferably the passage of a piece of legislation or policy. What were the steps taken and obstacles overcome?

Denver passed a benchmarking policy in 2016 for buildings over 25,000 square feet to annually report their energy performance and achieved over 90% compliance in Year 1. To achieve this, Denver built a strong internal communication system, engaging the Executive Director of DDPHE, senior staff in CPD, the Legislative Director and Deputy Chief of Staff in the Mayor's Office, city attorneys, and city council members. Close working relationships and access to decision makers is now available to the climate team, which was not the case previously. The Energize Denver benchmarking policy passage and implementation process won the 2018 U.S. Green Building Council (USGBC) Colorado "Most Successful Community Engagement" Award. The robust external stakeholder process has engaged literally thousands of individuals and all key real estate and environmental organizations in the community. Effective, frequent communication, high quality technical analysis, strong facilitation of meetings, and true respect for diverse viewpoints allowed Denver to overcome significant opposition and build trust.

American Cities Climate Challenge

9. What is the timeline of good news that you want to announce over time? Look back at Templates 1 and 2 to identify communication opportunities associated with public-facing milestones, quick wins and progress on the project. Please list them by quarter below for the first year.
- Q1 2019
 - Installation of public EV charging stations on City properties; PUC direction on rates for DCFC stations
 - Installation of free public charging and subsidized electric car share with eGo CarShare at a Denver Housing Authority property to serve a low-income community (might be Q4 2018)
 - Launch of the new Energy Smart Leasing program
 - Launch of public engagement to develop Phase 2 Transit Plan to prioritize the high capacity network and develop a phasing plan
 - Q2 2019
 - Installation of DCFC for electric rideshare vehicles
 - Q3 2019
 - 100% low-income community solar garden for Denver and other Front Range residents
 - Completion of TDM Plan
 - Completion of 15-18 miles of new bike facilities (mix of protected and other)
 - Q4 2019
 - Final design and initiate implementation of 1-2 speed and reliability corridors

Pick one of the moments listed above and describe in more detail what your media strategy would be and how you would utilize the mayor to accomplish that strategy? What support would you want from the Climate Challenge?

For installation of public EV charging, we would do a ribbon cutting/ event at each station. We will have at least 1 station in each council district, so a council member could do an event at each station and the Mayor could join one or several. We would issue a press release, do a Facebook live stream, utilize posts on Facebook and Twitter for social media accounts for the Mayor, Denver, DDPHE, PW and partners like ChargePoint. It would be helpful to have the Climate Challenge review/co-develop the media strategy, including social, amplify the social posts and help provide feedback on how successful the campaign was.

10. Why should your city be selected as a winner of the American Cities Climate Challenge?

Denver has a long history of leadership on climate change. The City conducted its first greenhouse gas inventory in 2005, has reported to the [Carbon Disclosure Project \(CDP\)](#) since 2012, released its first [Climate Action Plan in 2007](#) and its first [Climate Adaptation Plan](#) in 2014. Denver was also one of the first cities to sign on to the [Mayor's Climate Protection Agreement](#) of the [U.S. Conference of Mayors](#), the ambitious [Mayors' National Climate Action Agenda](#), and the [Global Covenant of Mayors](#). Mayor Hancock reinforced that Denver will remain committed to the target of the Paris Climate Agreement by signing the [We Are Still In](#) pledge.

Now Denver is poised for significant growth and advancement in its climate programs. We have a robust GHG tracking system, using annual inventories that are now GPC compliant, and other data informed practices for key programs. In 2019, Denver will almost double its staff capacity in the climate program, from 4 to 7 FTE. The Public Works Transportation and Mobility team is also poised for growth and additional success with its recent reorganization most efficient delivery and the release of several key plans that will inform actions under this

American Cities Climate Challenge

Climate Challenge proposal. PW has several strategic focus areas that uniquely situate it to achieve objectives including a commitment to operating with discipline, data-driven decision-making, and delivering results. In addition, the department has goals that are establishing it as one of the best Public Works departments in the country including the goal to achieve a 90% completion rate for all projects within schedule and budget. The Denver Moves suite of plans will guide the City's future transportation investments in order to accomplish the goals laid out in the City's Mobility Action Plan.

Denver has a very strong team who are passionate and eager to make an impact on climate change at the local level. With the staffing, technical and communications resources of the Climate Challenge, Denver will be able to significantly increase the impact of the recent budget commitments to climate and transportation programs. The timing of the Challenge aligns perfectly with many planned efforts for Denver, including the Elevate Denver Bond projects, the building code update and the new Xcel Energy partnership.

The Mayor has demonstrated his support and leadership on climate change and transportation, a key priority for his administration. The public in Denver is also very supportive of climate action. Now is the ideal time to take our ambitious plans and goals and turn them in to reality to deliver benefits to everyone in Denver.

American Cities Climate Challenge

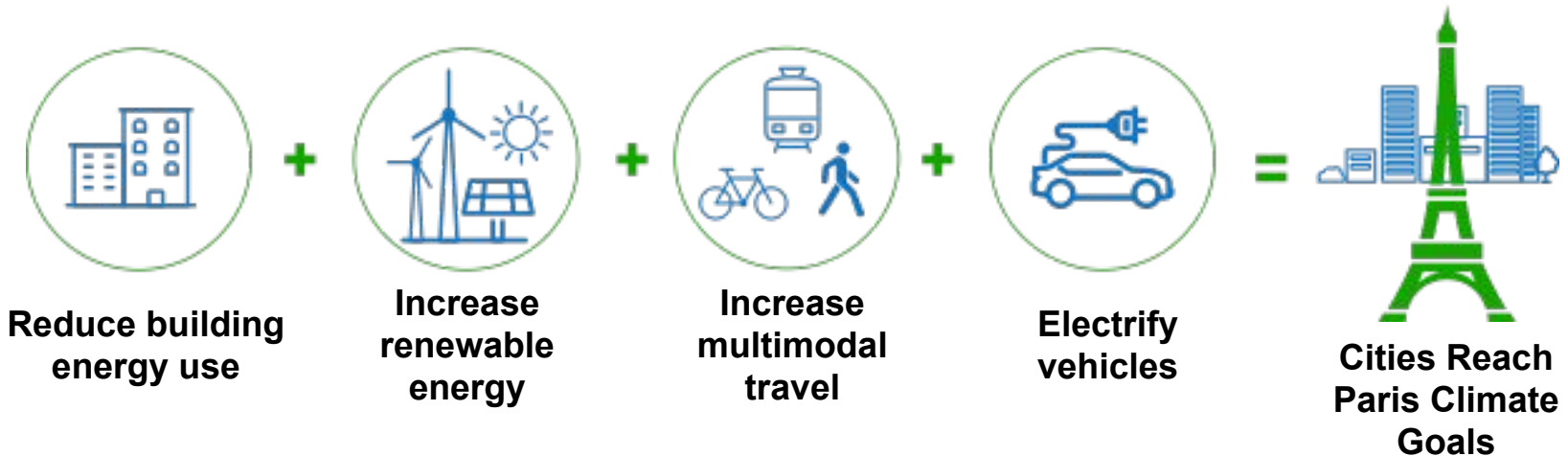
EXHIBIT C

City of Denver City Strategy Plan



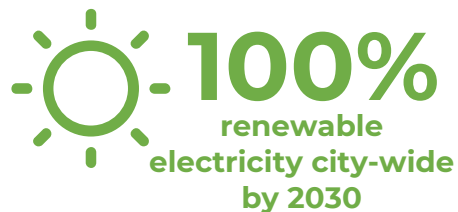
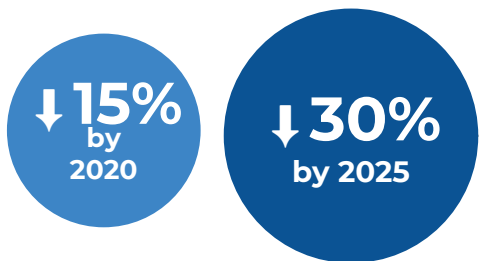
About the American Cities Climate Challenge

The **American Cities Climate Challenge** is a Bloomberg Philanthropies initiative that aims to accelerate and deepen U.S. cities' efforts to create the **greatest climate impact through 2020** and showcase the benefits – **good jobs, cleaner air, and cost savings** – that climate solutions brings.

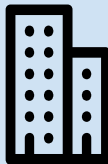


Vision

The **City of Denver** has committed to **ambitious GHG emissions reductions*** and **renewables targets**



Strategies



LOWER ENERGY CONSUMPTION

by strengthening the energy code and energy code enforcement



REDUCE EMISSIONS FROM TRANSPORTATION

by increasing corridors of high frequency service, encouraging new mobility options and expansion of vehicle electrification

Goals (end of 2020)

F1: Energy code enforcement: **conduct study and expand compliance enforcement capability**

M1: Achieve building decarbonization: **complete road map to Net Zero**

F2: Transit Enhancement and Service Improvement: **extensive enhancements to two corridors**

A1: Expand EV access and use: **engage in community education, policy, and expand EV charging infrastructure.**

F4: Implement high priority walking and biking segments: **expand sidewalks and add low-stress bike facilities**

F5: Expand new technology enabled mobility: **champion pilots dockless mobility and First and Final Mile Micro-Transit**

F6: Enhance commuter incentives through TDM: **Increase number of employees utilizing incentives**

F7: Reduce SOV commuting: **encourage new options through behavioral nudging and mobility cost**

*Total GHG emissions from 2005 baseline

Action F1: Energy code compliance and enforcement

2020 Goal

What would success look like in 2020?



Train 54 plan reviewers and 74 inspectors



Code compliance study completed

Description

Conduct code compliance study; Train inspectors on new 2018 IECC and stretch code

Ownership

Who is the primary lead?

Scott Prisco, Chief Building Official, CPD
Katrina Managan, Buildings team lead, DPHE

Key Indicators

What metrics will measure success?

- % of buildings compliant with energy code / sqft. of buildings in code compliance
- # of inspectors and reviewers trained

Requested Resources

What resources, support, or partners are critical?

- **Funding:** \$100,000
- **Technical assistance:** Technical review of energy code compliance. Development of training materials.
- **Partners:** IMT
- **Accountability:** Monthly project team check ins

Action M1: Plan for building decarbonization through local codes

2020 Goal

What would success look like in 2020?



Develop a road map to get to net zero

Description

Develop road map for getting to Net Zero Energy new construction

Ownership

Who is the primary lead?

Scott Prisco, Chief Building Official, CPD
Katrina Managan, Buildings team lead, DPHE

Key Indicators

What metrics will measure success?

- Broad stakeholder support for net zero road map
- # of milestones completed

Requested Resources

What resources, support, or partners are critical?

- **Technical assistance:** Technical expertise of energy and sustainability and building codes; Strategy and design support
- **Partners:** NBI, SWEEP
- **Accountability:** Monthly project team check ins (starting fall 2019)

Action F2: Transit Enhancement and Service Improvement

2020 Goal

What would success look like in 2020?



Implement Speed, Reliability, and Amenity (SRA) improvements on 1-2 Corridors



Define, prioritize, and pilot 1-2 FTN corridors



Provide real time transit information and consolidate transit choices through mobility hubs

Description

Expand the SRA network by enhancing operations of buses to improve reliability and decrease travel time.

Expand the FTN through service improvements to existing routes (taking 30 min service to 15 min) or piloting a new route in a corridor that currently has no service
Reimagine travel lane space to move people safely and efficiently.

Ownership

Who is the primary lead?

Ryan Billings, Transit and Corridors Planning Supervisor - PW

Key Indicators

What metrics will measure success?

- Miles of implemented SRA improvements
- Ridership
- Travel Time
- % residents within ¼ mile of FTN
- % of buses/stations with GPS/real time travel

Requested Resources

What resources, support, or partners are critical?

- **Funding:** \$1M (available)
- **Capacity:** 3 FTE
- **Technical assistance:** Technical expertise; Planning and implementation support
- **Partners:** RTD, CDOT, DRCOG, DSP
- **Accountability:** Monthly project team meeting

Action A1: Expand EV access and use

2020 Goal

What would success look like in 2020?



1.5% of new vehicles are EV



5000 customers educated



5 low income communities with access to charging and EVs

Description

Eliminate or significantly reduce demand charges for DC fast-charging stations for EVs. Amend current state statute to allow Xcel Energy to recover costs for charging station investments. Expand Denver's outreach and education efforts around electric vehicles and create EV charging TOU rates.

Ownership

Who is the primary lead?

Mike Salisbury, Transportation Energy Lead, DDPHE

Key Indicators

What metrics will measure success?

- # EV charging stations installed
- % of new vehicle purchases that are electric
- # of electric vehicles registered in Denver
- # of citizens educated
- # tax credits used by the state

Requested Resources

What resources, support, or partners are critical?

- **Funding:** \$250K for public charging infrastructure, \$20K/year budgeted for employee EV stations that can be leveraged, ~\$140K in 2019 and 2020 for marketing, outreach and incentives. DOE grant \$360K for TNC electrification
- **Capacity:** 1.25 FTE
- **Technical assistance:** Best practices, case studies and peer-to-peer learnings, communication, education and outreach. Technical expertise. Expert witness at PUC, regulatory support, EV Plan development.
- **Partners:** Xcel, SWEEP, WRA, Conservation Colorado, Sierra Club, EVGo, Chargepoint
- **Accountability:** Monthly project team meeting

Action F4: Implement high priority walking and biking segments

2020 Goal

What would success look like in 2020?



125 miles of bike lanes implemented



10 miles of sidewalks constructed



20 new and improved crosswalks and intersections

Description

Install new sidewalks, and low-stress bike facilities such as protected bike lanes.

Ownership

Who is the primary lead?

Jennifer Hillhouse, Director Mobility Project Delivery PW

Key Indicators

What metrics will measure success?

- Lane miles of bike lanes
- Lane miles of sidewalks

Requested Resources

What resources, support, or partners are critical?

- **Funding:** \$21M (Bond) (available)
- **Capacity:** 4 FTE
- **Technical assistance:** Technical expertise; Planning and implementation support
- **Partners:** Parks, RTD, DSP
- **Accountability:** Monthly executive team meeting

Action F5: Expand new technology enabled mobility

2020 Goal

What would success look like in 2020?



500 new bikes/ shared mobility vehicles added to city infrastructure

Right size available dockless fleet so that it continues to serve users while maintaining a utilization rate of at least 3 rides per vehicle per day for scooters and 1 ride per vehicle per day for e-bikes to limit idle time in the right of way



Description

Formalize and evaluate various pilot programs around new mobility including the Dockless Mobility Pilot Permit Program and other related pilots. Move successful pilots into permanent programs through ordinance revision and/or promulgated rules and regulations.

Ownership

Who is the primary lead?

Cindy Patton – Strategic Advisor, Office of Policy, Legislative Affairs and Special Initiatives and Jenn Hillhouse, Director of Transportation Planning PW

Key Indicators

What metrics will measure success?

- # trips per vehicle per day
- # of bikes/shared mobility vehicles added

Requested Resources

What resources, support, or partners are critical?

- **Technical assistance:** Best practices, connections to national vendors/service providers, evaluation assistance, communication and implementation support
- **Partners:** Third party service providers, Mayor's Office, public stakeholder groups
- **Accountability:** Monthly executive team meeting

Action F6: Enhance commuter incentives through TDM

2020 Goal

What would success look like in 2020?



Increase number of employers offering commute incentives



Increase number of employees utilizing incentives



Adopt TDM Plan

Description

Expand reach of commuter incentives to encourage non-SOV travel, while finalizing the Transportation Demand Management (TDM) Planning process, which will define a framework to integrate various non-SOV commuter incentives into Denver's built environment/development, major capital projects, and employers to achieve the City's mobility goals.

Ownership

Who is the primary lead?

Zack Wallace Mendez, TDM project manager, PW
Jennifer Hillhouse, Director Mobility Project Delivery PW

Key Indicators

What metrics will measure success?

- % increase in non-SOV commute indicated on annual commuter survey
- % increase in employers and employees participating in Go-tober events
- Incorporation of TDM plan into City policies, codes, etc.

Requested Resources

What resources, support, or partners are critical?

- **Technical assistance:** Marketing and communication strategies, best practices, case studies and peer-to-peer learnings, communication, education and outreach
- **Partners:** TMAs, DRCOG, RTD, Developers
- **Accountability:** Monthly executive team meeting

Action F7: Reduce SOV commuting

2020 Goal

What would success look like in 2020?



50% city-wide SOV rates

Description

Reduce SOV commuting: encourage new options through behavioral nudging and mobility cost

Ownership

Who is the primary lead?

Jennifer Hillhouse, Director Mobility Project Delivery PW

Key Indicators

What metrics will measure success?

- SOV ridership rates
- # new pilots introduced

Requested Resources

What resources, support, or partners are critical?

- **Technical assistance:** Technical expertise, best practices and peer-to-peer learnings, communication, education and outreach
- **Partners:** RTD, DRCOG, TMA's
- **Accountability:** Monthly executive team meeting

Following slides for reference

City Support Package (Provisional)

City of Denver				
	High Level Goal	Level of Effort	Supporting Partner	Type of Support
Action 1	Energy code enforcement	High	IMT	Technical expertise of energy and sustainability and building codes; Planning and Implementation support
Action 2	Plan for building decarbonization through local codes	High	TBD	Technical expertise of energy and sustainability and building codes; Strategy and design support
Action 3	Improve public transit speed, reliability and user experience (e.g. bus-only lanes, all-door boarding, real-time arrival information, mobility apps)	Medium	NACTO	Technical expertise; Planning and implementation support

City Support Package (Provisional)

City of Denver

	High Level Goal	Level of Effort	Supporting Partner	Type of Support
Action 4	Reimagine travel lane space to move people safely and efficiently <i>Implement high priority segments in the walking and bicycling network</i>	Medium	NACTO	Technical expertise; Planning and implementation support
Action 5	EV Education and incentives	Low	EV Partner (DA)	Best practices, case studies and peer-to-peer learnings, communication, education and outreach
Action 6	Encourage new mobility options (e.g. bikeshare, electric bikeshare)	Low	NACTO (DA)	Design, planning, behavioral insights, communication and implementation support

City Support Package (Provisional)

City of Denver				
	High Level Goal	Level of Effort	Supporting Partner	Type of Support
Action 7	Commuter incentives	Low	Behavioral Insights Partner (DA)	Best practices, case studies and peer-to-peer learnings, communication, education and outreach
Action 8	Provide incentives/behavioral nudging for use of low-carbon mobility modes	Medium	Behavioral Insights Partner	Best practices, case studies and peer-to-peer learnings, behavioral insights, communication, education and outreach
Action 9	Define and expand the high-frequency public transit network (Denver Moves)	High	TBD	Technical expertise; Planning and implementation support

City Support Package (Provisional)

City of Denver				
	High Level Goal	Level of Effort	Supporting Partner	Type of Support
Action 10	Parking management and pricing	Medium	TBD	Technical expertise, best practices and peer-to-peer learnings, communication, education and outreach
Action 11	Ubiquitous EV charging infrastructure (Education, Incentives and Demand Charges)	High	EV Partner	Technical expertise, best practices and peer-to-peer learnings, communication, education and outreach

Exhibit D: Denver Support Package

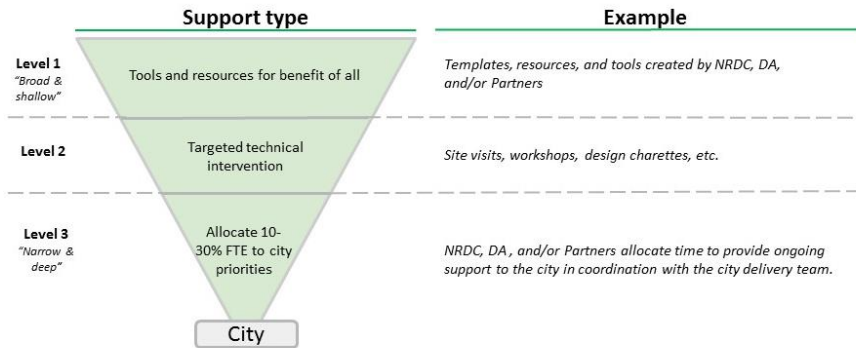
The American Cities Climate Challenge (ACCC) is a Bloomberg Philanthropies initiative that aims to accelerate and deepen U.S. cities' efforts to create the greatest climate impact through 2020 and showcase the benefits – good jobs, cleaner air, and cost savings – that climate solutions bring.

To support the city in meeting its Paris Climate commitments and the specific actions outlined in the MOU, the ACCC team will be providing a multi-faceted support package. *The ACCC is founded on the premise that the most valuable resource to cities is more capacity to reach their climate goals.* The resources of the Challenge are designed to address that need by bringing increased city and partner support to drive ambitious actions in the next two years.

All told, the ACCC is mobilizing a team of nearly 100 staff across all project partners and the 25 participating cities to provide deep technical expertise on policy, advocacy campaigns, stakeholder engagement, delivery planning, implementation, behavior change, communications, and other key areas necessary to accelerate climate actions. The project will also be strategically deploying other discretionary resources to support consultants, analysis, events, and other activities to benefit cohorts of cities and individual leading cities on specific actions.

Outlined below is the support that is committed to the City of Denver for Year 1 of the Project in 2019. The ACCC expects to provide a similar level of support in Year 2 (2020), assuming the partnership between the City and ACCC is achieving desired shared results. The ACCC also reserves the right to provide additional resources to the City during 2019 or 2020 as they become available, and will actively work with the City to continually identify additional opportunities to support the City's prioritized actions.

Beyond the dedicated delivery team, support from NRDC, DA, and ACCC Partners is categorized into three levels: Level 1 (tools and resources for the benefit of all); Level 2 (targeted intervention); and Level 3 (allocation of %FTE to city priorities).



All ACCC Cities will receive:

- Dedicated Delivery Team composed of:
 - A full-time Climate Advisor (1.0 FTE) to be stationed locally in the city to work exclusively on ACCC initiatives;
 - A City Strategist at NRDC (0.15 FTE) to deeply and regularly advise on stakeholder engagement, outreach, and advocacy, and coordinate deployment of additional ACCC partner resources; and
 - An Implementation Coach (0.2 FTE) at Delivery Associates to support city leaders in planning for success, driving implementation and delivering impact, including developing and executing project plans, setting targets and tracking success, and managing internal stakeholders.
- At least \$50,000 for local partners in 2019, funded by Energy Foundation in coordination with the City and NRDC;
- Access to monthly calls and webinars of the Urban Sustainability Directors Network (USDN) working groups;
- A digital library of resources covering all policies and programs included in the ACCC, and;
- Travel and lodging for at least two spots to ACCC convenings

In addition, the ACCC commits to the following specific pieces of support for the City of Denver, tailored to the City's prioritized actions:

Technical Assistance

- Regular engagement from NRDC Technical Strategists to advise on program and policy development (Level 3, total 0.20 FTE):
 - Renewables, Jay Orfield
 - Efficiency and Decarbonization, Hilary Firestone
 - Mobility, Carter Rubin

- Transportation Electrification, Whitney Pitkanen
- Financing, Phil Smith;
- Tailored support from the Institute for Market Transformation (IMT) on energy efficiency, in particular energy code enforcement (Level 3);
- Tailored support from the New Buildings Institute on building decarbonization through local codes (Level 3)
- Standardized technical support from the Rocky Mountain Institute (RMI) and the World Resources Institute (WRI) on renewables (Level 1); and
 - Invitation to at least one boot camp hosted by RMI and WRI per year (Level 2)
- Participation in NACTO “Accelerator Cities” receiving intensive support which may include strategic in-person events and gatherings designed to catalyze action, in-person and online trainings, working meetings and design charrettes to build in-house technical capacity, on-call direct technical assistance, introductions and connections to other cities in NACTO's network, and access to other NACTO and city resources (Level 3);
- Tailored technical and research support, outreach and member engagement from the Urban Land Institute (ULI) to support parking policies (Level 2); and
- Tailored support from FORTH on regional marketing plan and implementation of transportation electrification programs (Level 3).

Peer to Peer Learning Support

- Regular peer-to-peer learning through regular phone and 1-2 in-person meetings of small cohorts of ACCC cities working to accelerate and deepen efforts on vehicle electrification, fleet electrification, mobility, building energy efficiency, and renewable energy strategies as hosted by ACCC partners (Level 1);
- Access to the National Association of City Transportation Officials (NACTO) peer networks, webinars, design guidance and policy publications, and one-off on-call technical design support (Level 1); and
- Invitation to NACTO’s annual [Designing Cities](#) Conference, workshops and trainings, and annual Peer Roundtable convenings for staff developing cycling, transit, and bikeshare projects (Level 1).

Communications and Campaign Support

- Social media amplification at key moments from ACCC Communications Team (Level 2); and
- Access to ACCC Communications and Campaign toolkit and trainings (Level 1).