

# AGENDA ITEM SUMMARY

City Council

December 3, 2013

## STAFF

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John Phelan, Energy Services Manager

## SUBJECT

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Resolution 2013-099 Authorizing the Mayor to Execute an Intergovernmental Agreement with Larimer County in Support of the Larimer County Conservation Corp Energy and Water Program.

## EXECUTIVE SUMMARY

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The purpose of this item is to seek City Council approval of an intergovernmental agreement (“IGA”) between the City of Fort Collins and Larimer County for funding of the Larimer County Conservation Corp (“LCCC”) Energy and Water Program (the “Program”). The agreement would allow for four one-year renewals for a total of five years, subject to budget appropriations.

Prior agreements for this program have been signed by the City Manager per City Code Section 1-22, which allows the City Manager to sign agreements if the monetary obligation does not exceed \$50,000 and the agreement is in furtherance of a policy or work plan item which has been specifically approved by the City Council. The proposed program cycle for 2013-2014 has been extended to serve more customers, resulting in an agreement which exceeds this limit.

The City of Fort Collins Utilities has partnered with the LCCC since 2010. Crews have supported local resource conservation by providing home efficiency assessments to customers of Fort Collins Utilities and Loveland Water and Power. Home efficiency assessments include an on-site assessment, energy and water saving retrofits and customer education. By the end of the 2013 spring season, LCCC crews have assessed 1,112 homes in Fort Collins.

## STAFF RECOMMENDATION

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Staff recommends approval of the proposed Intergovernmental Agreement.

## BACKGROUND / DISCUSSION

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The mission of the Energy and Water Program is to positively impact the local community as well as the environment by promoting energy and water conservation. The Program has implemented a workforce development model of training young adults in the efficiency industry while addressing the community’s low-income population’s accessibility to conservation measures and education.

This Program is an important component within a portfolio of programs and services which support progress towards Fort Collins’ goals related to the Energy Policy, Climate Action Plan and Water Conservation Plan.

The City of Fort Collins Utilities has partnered with the LCCC since 2010. Home efficiency assessments include an on-site assessment, energy and water saving retrofits and customer education. By the end of the 2013 spring season, LCCC crews assessed 1,112 homes in Fort Collins, saving customers over \$107,000 annually by reducing energy and water use (800,000 kilowatt-hours, 32,000 therms, 6.7 million gallons of water).

The Program is a proven model serving the interests of the City, the County, and citizens to provide services efficiently and cost-effectively, and to minimize overhead expenditures for administration. The Program is also successful example of collaboration between Fort Collins Utilities, Loveland Water and Power and Larimer County. Platte River also contributes to the overall funding model by providing electric efficiency equipment (e.g. efficient light bulbs). Larimer County also brings funding from both State and Federal sources through the Conservation Corp. Utilities funds are only used to serve Fort Collins electric customers.

#### **FINANCIAL / ECONOMIC IMPACT**

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The IGA commits Fort Collins Utilities to an obligation of \$83,296 from December 2013 through May 2014, based on the LCCC meeting requirements for the minimum number of assessments. Utilities has budgeted funds within the Energy Services and Water Conservation Divisions for the provision of efficiency audits and directly installed efficiency equipment. No additional funding or appropriation is required. Future agreements for services from LCCC will be dependent upon efficiency funding appropriations.

#### **ENVIRONMENTAL IMPACTS**

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As noted above, LCCC crews have assessed 1,112 homes in Fort Collins over the last four program cycles. The installed equipment from these audits are estimated to be saving over 800,000 kilowatt-hours 32,000 therms and 6.7 million gallons of water annually by reducing energy and water use.

The 2013/2014 extended program has a target of serving between 325 and 425 Fort Collins households, increasing the programmatic savings by approximately 30%.

RESOLUTION 2013-099  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL  
AGREEMENT WITH LARIMER COUNTY, COLORADO IN SUPPORT OF  
THE LARIMER COUNTY CONSERVATION CORP ENERGY AND WATER PROGRAM

WHEREAS, since 2010, the City's Utilities Department has partnered with the Larimer County Conservation Corp (LCCC) in support of local resource conservation programming; and

WHEREAS, the LCCC conservation services have included performing home efficiency assessments for customers of Fort Collins Utilities and Loveland Water and Power; and

WHEREAS, home efficiency assessments include on-site evaluations, energy and water saving retro-fits, and customer education; and

WHEREAS, LCCC's conservation services include an Energy and Water Program (Program), which trains young adults in the efficiency industry and improves access for low-income populations to conservation measures and education; and

WHEREAS, the Program is an important component of the programs and services that support the goals of the City's Energy Policy, Climate Action Plan, and Water Conservation Plan; and

WHEREAS, through the last four program cycles, LCCC has provided assessments and education for 1,112 Fort Collins Utilities customers, resulting in an estimated savings of over 800,000 kilowatt-hours and 32,000 therms of energy, and 6.7 million gallons of water; and

WHEREAS, the proposed 2013-2014 LCCC program cycle has been extended to serve 325-425 additional Fort Collins Utility customers, requiring the City to commit \$83,296 to continue its support of LCCC's services; and

WHEREAS, the City Council has determined that it is in the best interests of the City that the Mayor execute an intergovernmental agreement with Larimer County for the purpose of supporting the Larimer County Conservation Corp Energy and Water Program in the 2013-2014 cycle, with the option to renew the City's support for up to four additional program cycles.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the Mayor is hereby authorized to execute an intergovernmental agreement with Larimer County in support of the Larimer County Conservation Corp Energy and Water Program, to provide home efficiency audits, directly installed efficiency equipment, and community education, with the City to provide funds in the amount of \$83,296 to be obtained from existing appropriations in the Energy Services and Water Conservation Divisions budgets, which intergovernmental agreement is attached hereto as Exhibit "A."

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 3rd day of December, A.D. 2013.

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Mayor

ATTEST:

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City Clerk

## **AGREEMENT FOR EMPLOYMENT AND TRAINING SERVICES**

This Agreement is made this 1st day of November, 2013, by and between the City of Fort Collins, Colorado, a municipal corporation (hereinafter called the "City") and Larimer County, Colorado, through Larimer County Workforce Center, Conservation Corps, 200 West Oak Street, Suite 5000, Fort Collins, Colorado 80521 (hereinafter called the "Provider").

### **WITNESSETH**

WHEREAS, the City wishes to promote development of job skills in the efficiency industry for young adults in Larimer County while increasing availability of energy and water conservation measures and education to low-income electric customers; and

WHEREAS, the Provider wishes to expand its established Conservation Corps program in order to provide such opportunities through the LCCC Energy & Water Program; and

WHEREAS, it is in the best interests of the City, the County, and their taxpayers to provide services efficiently and cost-effectively, and to minimize overhead expenditures for administration and program creation.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Services. The Provider agrees to provide services generally described as providing assessment and completion of energy and water savings product installations for 325-425 low-income electric utility customers of the City, and to provide related conservation education, assistance and promotion of the City's home energy and water rebate programs, as more fully described in Exhibit "A", consisting of two (2) pages and incorporated herein by this reference.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated as of the date set forth above and completed no later than May 31, 2014. This Agreement shall automatically renew for up to four additional one-year terms, to conclude no later than May 31, 2018, unless earlier terminated.

3. Compensation. In consideration for Provider's services, the City agrees to pay Provider according to the schedule set forth in Exhibit "B", consisting of one (1) page and incorporated herein by this reference, with a maximum not to exceed Eighty-Three Thousand Two Hundred and Ninety-Six Dollars (\$83,296.00). Provider shall submit itemized invoices for payment in accordance with Exhibit B. The City will make payments within thirty (30) days after receiving a properly documented invoice from Provider.

4. No Joint Employer Relationship. All youth employed shall remain at all times subject to the sole and exclusive control, supervision, and direction of the Provider. The Provider shall have sole and exclusive control over the selection, hiring, discipline, firing, and assignment of such employees. The Provider shall also have the sole and exclusive authority to determine the method, means, and manner of performance of such employees, and to establish their wages, hours

and working conditions. The Provider shall be the sole employer of all employees providing services pursuant to this Agreement. This Agreement shall not be construed as creating a "joint-employer" relationship between the Provider and the City.

5. Payroll Processing. The Provider agrees to perform all necessary payroll processing and personnel administration with respect to employees hired or retained pursuant to this Agreement in compliance with all applicable federal and state laws and local ordinances, including but not limited to the maintenance of all employment-related records, the issuance of payroll checks and the withholding of FICA and applicable federal and state taxes. The City agrees not to provide anything of value to any employee of the Provider performing services under this Agreement, whether in the form of a gift or compensation, without prior written approval from the Provider.

6. Worker's Compensation. The Provider agrees to provide workers' compensation coverage for employees pursuant to this Agreement. It is the intent of the Provider and the City that the Provider's workers' compensation insurance carrier shall be liable for any benefits awarded to any injured employee under the terms of this Agreement.

7. Indemnification and Hold Harmless. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the extent required by law. No term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protections available to any party under the Colorado Governmental Immunity Act.

As the sole employer of all employees providing services pursuant to this Agreement, Provider agrees that the City shall have no obligation or liability in connection with: (a) the selection, hiring, discipline, firing or assignment of such employees; (b) the method, means or manner of performance of such employees; (c) the wages, hours or working conditions of such employees; (d) negligent conduct, intentional conduct, and criminal conduct, including commissions and omissions, of such employees; and (e) the employment relationship between the Provider and such employees.

8. Additional Provider Obligations.

8.01 No person with responsibilities in the provision of services or the operation of any program referred to in this Agreement will unlawfully discriminate with respect to any program participant or any applicant for participation on the basis of race, color, national origin, age, sex, religion, handicap, political affiliation or beliefs.

8.02 No services provided under this Agreement shall involve political activities and no funds made available under this Agreement shall be used for lobbying activities.

8.03 No person with responsibilities in the provision of the services or the operation of any program referred to in this Agreement will use his or her position for his or her own private gain or for the gain of any person with whom (s)he has a relationship by blood or marriage or a close business, political or personal association.

8.04 Provider agrees to complete background checks reasonably satisfactory to the City on all youth or other employees of Provider prior to participation in the Program, and to limit participation to persons shown through said checks to be reliable and reasonably suited for work in the homes of City utility customers. Any such checks shall be completed in accordance with applicable laws.

9. Information Available to Provider. The City agrees to make available to Provider such information as is required to enable Provider to provide its services in compliance with local, state and federal laws, and subject to the following:

9.01 Provider must implement reasonable policies and procedures to detect, prevent and the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 16 Code of Federal Regulations Part 681, including requiring any Conservation Corp Energy Program employees to sign a confidentiality agreement as a condition of employment. Further, Provider must notify the City in writing of any information leading Service Provider to believe identity theft has occurred regarding a City covered account and must take appropriate steps to mitigate identity theft if it occurs with one or more of the City's covered accounts.

9.02 In connection with the Services to be provided to the City pursuant to this Agreement, the Provider hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials, including but not limited to all name, address, telephone number, and personal information of all customers receiving services from Provider hereunder.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as "information") that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services that the Provider has agreed to perform, including but not limited to any information generated by the Provider in connection with the performance of services under this Agreement, the Service Provider hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with or as a result of the performance of services for the City may be confidential and/or proprietary. The Provider agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City in carrying on business, (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City); and (c) all information generated by Provider in the course of or in connection with the provision of services under the Agreement. The Provider shall not disclose any such information to any person except as authorized by the City. Further, the Provider shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

The foregoing to the contrary notwithstanding, the Provider understands that it shall have no obligation under this Agreement with respect to information and material that is required by

law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any such disclosure, Provider shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that Provider ceases to perform services for the City, or the City so requests for any reason, Provider shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

Provider understands and agrees that the City's remedies at law for a breach of Provider's obligations under this Confidentiality provision may be inadequate and that the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.

10. Parties' Representatives. For the purposes of this Agreement, Provider hereby designates Maelly Oropeza, Program Coordinator ([morepeza@larimer.org](mailto:morepeza@larimer.org), 970-498-6630) as its representative. The City designates John Phelan, Energy Services Manager ([jphelan@fcgov.com](mailto:jphelan@fcgov.com), 970-416-2539) as its representative.

11. City Responsibilities. In addition to providing payment as set forth above, the City shall further be obligated to provide the following for use by Provider in performing Provider's obligations hereunder:

1. Provide materials for direct installation into the assessed homes. Materials include, as appropriate, compact fluorescent light bulbs, low-flow showerheads, faucet aerators, high efficiency toilets, programmable thermostats, carbon monoxide detectors, power strips, and clotheslines;
2. Assist with marketing efforts in seeking households through agency materials, community partners, online or other means;
3. Identify a liaison to the LCCC Water & Energy Program with a focus on Corps member development. Examples of activities could include networking, shadowing, informational interviews, sitting on an industry panel for questions and answers, or site visits of the crew in the field.
4. Offer written feedback upon completion of the program.

12. Default. Each and every term and condition of this Agreement shall be deemed to be a material element of this Agreement. In the event either party shall fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

13. Remedies upon Default. In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to: (a) terminate the



Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) seek any other remedy available at law or equity.

14. Compliance with Laws/Nondiscrimination. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices and to the origination of mortgage loans and other credit and lending activities. Contractor shall provide all services hereunder in a manner consistent with all laws and requirements pertaining to civil rights, nondiscrimination and constitutionally protected classes and rights, applicable to the provision of municipal services to members of the public.

15. Entire Agreement. This instrument and its exhibits constitute and contain the entire agreement and understanding of the parties hereto concerning the employee's employment and the other subject matters addressed herein, and supersedes and replaces all prior negotiations, agreements, understandings, warranties, promises or otherwise between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto, concerning the subject matters hereof.

16. Severability of Invalid Provisions. In the event any covenant, condition or provision of this Agreement or the application thereof, is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or Provider in their or either of their respective rights and obligations under the valid covenants, conditions or provisions of the Agreement.

17. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Colorado.

18. Waiver of Breach -- Effect. No waiver of any breach of any term of provision of this Agreement by the City or Provider shall be construed to be, nor shall be, for any purpose, a waiver of any breach of any other provision hereof or of a continuing or subsequent breach of the same provision. No waiver shall be valid unless in writing and signed by the party waiving the breach.

19. Binding Effect. This Agreement shall be binding upon the parties hereto and their heirs, administrators, personal representatives, successors and assigns of each respectively.

20. Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.

21. Appropriation of Funds. Obligations of the City hereunder are contingent upon appropriation of funds sufficient and intended for this purpose by the City Council of the City, in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective, *nunc pro tunc*, as of November 1st, 2013.

LARIMER COUNTY CONSERVATION CORPS

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

LARIMER COUNTY WORKFORCE CENTER,  
LARIMER COUNTY, COLORADO

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

CITY OF FORT COLLINS, COLORADO

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Darin Atteberry, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

# **AGREEMENT FOR EMPLOYMENT AND TRAINING SERVICES**

## **Exhibit A: Scope of Services**

### **BACKGROUND**

The Larimer County Conservation Corps (LCCC) has existed for twenty years in our local community. During this tenure, LCCC has specifically focused on providing workforce development programming for young adults, focusing on conservation. Since 2008, the LCCC– Water & Energy Program has implemented a workforce development model of training young adults in the efficiency industry while addressing the community’s low-income population’s accessibility to energy and water conservation measures and education. LCCC is excited that the City of Fort Collins Utilities sees the value of this partnership with the LCCC – Water & Energy Program to meet the needs of Fort Collins’ residents and further expose the next generation of young adult workers to careers in the utility industry in Northern Colorado. This Exhibit A addresses the objectives of the Water & Energy Program, the scope of services, training, roles and responsibilities, and benefits of this partnership.

### **OBJECTIVE**

Implement the LCCC – Water & Energy Program within Fort Collins, Colorado in an effort to assess and further complete energy and water savings product installations for a minimum of 325 low-income homes through service learning opportunities for Corpsmember development. In addition, LCCC- Water & Energy will also provide conservation education, tips, and rebate opportunities to the resident’s home during the assessment. The LCCC is solely responsible for program oversight and implementation of targeted goals.

### **SCOPE OF SERVICES**

1. Community
  - A. Target marketing efforts to low-income residents and partners that serve such populations with an emphasis on the multi-family housing sector.
  - B. Schedule home efficiency assessment, verifying that homes are served by Fort Collins Utilities.
  - C. LCCC crews will perform assessment, installation, educate residents about conservation techniques, and promote additional comprehensive audit services if interested.
  - D. Gather data from assessments to compile energy and water conservation measures installed and associated savings (e.g. kilowatt-hours, carbon, gallons).
  - E. Gather demographic information from participants to align with income guidelines for County services.
2. Auditor/Staff
  - A. Train 6-9 Corpsmembers in home efficiency assessment and conservation retrofitting while seeking industry recognized certification from a third-party vendor.
  - B. Encourage Corpsmembers to further develop their leadership style for personal and professional growth through peer mentoring, networking within industry, or facilitating group activities.

- c. Work with internal and external partners including the City of Fort Collins Utilities to help Corpsmembers better understand the utilities industry and future career opportunities through networking, shadowing, informational interviews, and site visits.
- d. Report back the residential assessment data outcomes to partners not less than once each calendar quarter.
- e. Complete a final report summarizing all activities and results.
- f. Upon program completion, Corpsmembers will present their findings to local utility boards at a quarterly meeting.

**FORT COLLINS UTILITIES RESPONSIBILITIES**

The City of Fort Collins Utilities responsibilities towards the program include:

- 5. Provide materials for direct installation into the assessed homes. Materials include, as appropriate, compact fluorescent light bulbs, low-flow showerheads, faucet aerators, programmable thermostats, carbon monoxide detectors, power strips, clotheslines and toilets.
- 6. Assist with marketing efforts in seeking households through agency materials, community partners, online or other means.
- 7. Identify a liaison to our Water & Energy Coordinator with a focus on Corpsmember development. Examples of activities could include networking, shadowing, informational interviews, sitting on an industry panel for questions and answers, or site visits of the crew in the field.
- 8. Offer written feedback upon completion of the program.

**BENEFITS**

When the 2013-2014 LCCC Water & Energy Program is complete, the Fort Collins community will collectively have a minimum of 325 low-income residences assessed and retrofitted with basic efficiency products. Benefits will also include timely, accurate and usable data, and a willing and able workforce that may act as a feeder program for utility opportunities in the near future to better train and employ the next generation of utility workers.

**PROGRAM COSTS**

Program costs are summarized below. LCCC will not incur additional programs costs without written prior approval.

<b>Description</b>	<b>Amount</b>	<b>Notes</b>
Efficiency Materials (e.g. CFL bulbs, thermostats, power strips, clotheslines)	\$17,012	Efficiency products will be purchased on an as need basis.
Water Conservation Materials (e.g. showerheads, aerators, toilets, tank banks, dye tabs)	\$0	Provided to LCCC from Utilities Water Conservation
2013-2014 Program Support	\$66,284	
Total	\$83,296	Total may vary based on purchases of

		as-needed products.
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**Exhibit B describes the payment schedule for services under this agreement.**

## AGREEMENT FOR EMPLOYMENT AND TRAINING SERVICES

### Exhibit B: Payment Schedule

#### Compensation.

3.01 In consideration for Provider's services, the City agrees to pay Provider according to the schedule set forth below, with a maximum not to exceed Eighty-Three Thousand Two Hundred and Ninety-Six Dollars (\$83,296.00).

3.02 Provider shall submit itemized invoices for payment. The City will make payments within thirty (30) days after receiving a properly documented invoice from Provider.

<b>Milestone</b>	<b>Program</b>	<b>Materials</b>
Signing Agreement (50% of program support)	\$33,142.00	\$0
50% of Audits/installations completed (20% of program support plus materials reimbursement)	\$13,256.80	\$8,506.00*
100% of Audits/installations completed (20% of program support plus materials reimbursement)	\$13,256.80	\$8,506.00*
Final Report (10%) (10% of program support plus materials reimbursement)	\$6,628.40	\$0*
Sub-Total	\$66,284.00	\$17,012.00
Total	\$83,296.00	

\* Provide itemized receipts for materials invoicing.