

## EXHIBIT A TO RESOLUTION 2024-002

### AGREEMENT FOR EMPLOYMENT AND TRAINING SERVICES

This Agreement is made this as the date of the last signature below (“Effective Date”), by and between the City of Fort Collins, Colorado, a municipal corporation (hereinafter called the "City") and Larimer County, Colorado, through Larimer County Economic and Workforce Development Department, Conservation Corps, 200 West Oak Street, Suite 5000, Fort Collins, Colorado 80521 (hereinafter called the "Provider" or “LCCC”).

#### 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 of Fort Collins Utilities (“Utilities”); and

WHEREAS, the City and Provider have successfully partnered on delivery of energy and water assessments since 2010; and

WHEREAS, the Provider wishes to continue its established Conservation Corps program for another cycle to provide such opportunities through the LCCC Water & Energy 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 assessments and completion of energy and water savings product installations for Utilities customers, including purchasing and providing of materials, marketing, training employees, performing scheduling and customer service, and progress reporting, as set forth in Exhibit “A”. The Provider will also provide related conservation education, assistance and promotion of the City’s home energy, water conservation, and affordability programs. Provider services are more fully described in Exhibit "A", 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 Effective Date and completed no later than May 31, 2024. This Agreement shall automatically renew for up to four additional one-year terms, to conclude no later than May 31, 2028, unless earlier terminated. Either party may terminate for convenience upon thirty (30) days written notice to the other party.

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, in an amount not to exceed the budget described in Exhibit A. Provider shall submit itemized invoices for payment in accordance with Exhibit B. The City will

## EXHIBIT A TO RESOLUTION 2024-002

make payments within thirty (30) days after receiving a properly documented invoice from Provider.

4. No Joint Employer Relationship. All staff 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 release the other party, and be responsible and assume liability for its own wrongful or negligent acts or omissions, and those of its officers, agents and 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.

## EXHIBIT A TO RESOLUTION 2024-002

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 staff 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 Utilities 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

## EXHIBIT A TO RESOLUTION 2024-002

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.

If Provider ceases to perform services for the City, or the City so requests for any reason, Provider shall promptly return to the City 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, Corps Manager ([moropeza@larimer.org](mailto:moropeza@larimer.org), 970-498-6630) as its representative. The City designates Brian Tholl, Energy Services Manager ([btholl@fcgov.com](mailto:btholl@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, and as described in more detail in Exhibits A and B:

1. At Utilities' discretion, either provide materials for direct installation into the assessed homes or for products not provided, Utilities will reimburse LCCC for materials that LCCC has purchased and installed. ;
2. At Utilities' discretion, assist LCCC with marketing efforts in seeking participants and promoting LCCC's services ;
3. Provide training related to City programs and support Provider staff 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 annual written or verbal 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.

## EXHIBIT A TO RESOLUTION 2024-002

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. Provider 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. Provider shall deliver 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.

EXHIBIT A TO RESOLUTION 2024-002

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, as of January 1, 2024.

Larimer County, Colorado

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

By: \_\_\_\_\_  
Chair, Board of County Commissioners

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

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

CITY OF FORT COLLINS, COLORADO

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

By: \_\_\_\_\_  
Jeni Arndt, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

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

### **BACKGROUND**

The Larimer County Conservation Corps (LCCC) has existed for over 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 equipment and education. LCCC is excited that the City of Fort Collins Utilities (Utilities) sees the value of this partnership with the LCCC – Water & Energy Program to meet the needs of Fort Collins’ (City’s) 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 continuing into 2024.

### **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 250 to 300 residences through service-learning opportunities for Corpsmember development. Additionally, LCCC will target completing 125 to 150 toilet installations, for a maximum of approximately 450 total customer site visits. The program will target low to moderate income communities for participation; however, all Fort Collins Utilities water and/or electric customers are eligible to participate (only Fort Collins Utilities Water customers are eligible for a toilet). In addition, LCCC- Water & Energy Program will also provide conservation education, tips, and rebate and affordability program opportunities to residents during assessments. The LCCC is solely responsible for program oversight and implementation of targeted goals and will be leading the collaboration with various stakeholders to seek opportunities for leveraged funding or co-promotion.

### **SCOPE OF SERVICES**

In furtherance of the 2024 Agreement for Employment and Training Services (Agreement), the LCCC’s responsibilities towards the program include:

1. Outreach and assessments
  - A. Aim to perform assessments and complete product installations for 250 to 300 residences;
  - B. Aim to complete 125 to 150 installations of high-efficiency toilets;
  - C. Aim to achieve the following equity goals during the 2024 program year:
    - a. 25% of assessments are income qualified participants (Income-Qualified Assistant Program rate code or LEAP eligible (gross income is 60% State Median Income), self-reported in the post-assessment survey)
    - b. 10% of assessments are black, indigenous, people of color (BIPOC) participants (self-reported in post-assessment survey)
  - D. Lead all outreach and marketing efforts to promote the program, with a focus on low-income residents and partners that serve such populations to drive assessments and participation in the program. Typical outreach activities may include print materials, phone calls, emails, social media posts, language translations, or event tabling. LCCC will participate in at least

EXHIBIT A TO RESOLUTION 2024-002

one (1) meeting per year with City staff to outline a marketing plan and tasks, roles, and responsibilities. LCCC will request City support with outreach as needed.

- E. In collaboration with Utilities, develop and pilot new approaches to increase opportunities for community members most in need to participate in the program.
- F. Schedule home efficiency assessments, verifying that homes are served by Utilities water and/or electric.
- G. Source appropriate materials for direct installation as identified in the equipment requirements below.
- H. Manage the funding of the water efficiency products through the Northern Colorado Water Conservancy District.
- I. LCCC crews will perform in-home assessments and educate residents about conservation techniques, installing efficiency equipment and promoting additional Utility services, if interested.
- J. Gather data from assessments to compile energy and water conservation measures installed and associated savings (e.g. kilowatt-hours saved, and gallons).
- K. Gather demographic information from participants to align with income guidelines for County services and help evaluate whether the participants receiving an assessment are meeting the race/ethnicity and income goals for the 2024 program year, as stated above.

2. Auditor/Staff

- A. Train up to 9 (nine) Corpsmember in home efficiency assessments and conservation equipment installation.
- B. Encourage Corpsmember to seek professional development opportunities 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 Corpsmember better understand the utilities industry and future career opportunities through networking, shadowing, informational interviews, and site visits.
- D. Provide monthly reports on residential assessment data to Utilities
- E. Send materials satisfaction survey 1 month following each assessment,
- F. Complete a final report summarizing all activities and results within 30 days of program completion and provide the final assessment data export for Fort Collins Utilities in an Excel format.
- G. Upon program completion, Corpsmember will present their findings to utility staff and/or City advisory boards at a quarterly meeting.

H. Installation Requirements:

Materials:	Installation Requirement	Installation limit	Installation Goal
Toilet	New toilets will only replace toilets greater than 1.28 GPF (1.28 GPF toilets are not eligible). This will be validated by either identifying the GPF rating indicated on the toilet or by measuring the GPF using an accurate methodology.	2 toilets per unit	125-150



EXHIBIT A TO RESOLUTION 2024-002

Aerator	New aerators will only replace existing aerators greater than 1.5 GPM in the kitchen and 1.0 GPM in the bathroom.	No limit per unit	Bathroom Aerators: 0.5 gpm = 100 1.0 gpm = 300  Kitchen Aerators: 0.5-1.5 gpm = 100
Showerheads	New showerheads will only replace existing showerheads greater than 2.0 GPM	No limit per unit	1-1.5 gpm = 175
Outdoor hose timers	New hose timers will be provided to participants who indicate they use a hose for non-automated outdoor irrigation, such as watering gardens or trees. Timers will be provided to customer but will not be installed by LCCC.	1 per outdoor spigot, maximum of 2 per unit	50 – 100
Outdoor hose shutoff nozzles	New outdoor hose shutoff nozzles will be provided to participants who indicate they use a hose for outdoor water uses, such as watering gardens or trees, vehicle washing, or equipment cleaning. Nozzles will be provided to customer but will not be installed by LCCC.	1 per outdoor spigot, maximum of 2 per unit	75 – 125
LEDs	All LEDs will only replace incandescent, halogen or CFL lamps, to be validated by collecting individual existing types or wattages.	No maximum	
Clotheslines	Offer installation of Clothesline at property	1 per unit	Up to qty 100
Furnace Filters	Offer installation of a new furnace filter for customers, with LCCC stocking various common sizes	2 per unit (1 installed, 1 left for customer replacement)	Up to qty 150
Carbon Monoxide detectors	Installed in absence of detector	1 per unit	
Weatherstripping	Weatherstripping on up to 2 exterior doors per unit; window sealing kit installation; limited to mobile homes	Maximum of 2 weatherstripping and 2 window sealing kits per unit; mobile homes only	Up to qty 60 each

EXHIBIT A TO RESOLUTION 2024-002

**CITY/UTILITIES RESPONSIBILITIES**

The Utilities’ responsibilities towards the program include:

1. At Utilities’ discretion, either provide materials for direct installation into the assessed homes or for products not provided, Utilities will reimburse LCCC for materials that LCCC has purchased and installed.
2. At Utilities’ discretion assist LCCC with marketing efforts in seeking participants and promoting LCCC’s services through handouts, mailings, social media posts, materials, community partners, online or other means;
3. Provide training related to City programs and support 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. Offer annual written or verbal feedback upon completion of the Program.

**BENEFITS**

When the 2024 LCCC Water & Energy Program is complete, the Fort Collins community will collectively have 250-300 residences assessed and retrofitted with basic efficiency products. The program will be targeting low income and BIPOC populations for participation but may provide services to any Utilities water and/or electric customer. 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.

Description	Budget	Notes
Installation supplies and toilet permit fees	\$53,700.00	Efficiency products will be purchased primarily by LCCC, in some cases using remaining inventory from previous season or Utilities inventory first. Reference resources and materials may be provided by the City upon request.
2024 Program Support	\$179,298.10	Total administrative costs
Total	\$232,998.13	Total may vary based on actual cost of purchases by LCCC, but will not exceed budget identified

**Exhibit B: Payment Schedule**

The payment amounts and schedule in this Exhibit B identify the manner in which the parties agree to distribute the compensation described in Section 3 of the 2024 Agreement for Employment and Training Services (Agreement).

Compensation.

A. In consideration for Provider's services, the City agrees to pay Provider for the program costs summarized in Exhibit A to the Agreement, with a maximum amount not to exceed Two Hundred Thirty-Two Thousand, Nine Hundred and Ninety-Eight Dollars and Thirteen Cents (\$232,998.13).

B. Provider shall submit a final invoice for 2024 program support budget after completion of assessments performed from the Agreement Effective Date through May 31, 2024 and delivery to Utilities of compiled final installation data collected.