

BACKGROUND AND ISSUE ANALYSIS:

The Colorado Department of Public Health and Environment (CDPHE) reached an enforcement settlement agreement with a company that violated environmental regulations within the City of Longmont. This settlement agreement included a commitment by the company to fund a Supplemental Environmental Project (SEP) within the City. The CDPHE and the Governor's Energy Office (GEO) solicited proposals from the City of Longmont describing how this SEP could be implemented. Staff prepared a proposal and submitted it to the GEO. The proposal and the grant were approved in September 2009.

The purpose of the SEP grant is to increase the electric, natural gas and water efficiency of residential properties in the City of Longmont. The grant funds must be used to benefit residential properties within City of Longmont boundaries that receive electric or water service from City of Longmont or natural gas from Xcel Energy.

The SEP provides \$50,000 in grant money for the Neighborhood Efficiency Sweep Program.

The Neighborhood Efficiency Sweep Program has been funded by the City of Longmont since 2007 with great success. The program targets two or more pre-selected low and moderate income neighborhoods for efficiency sweeps each year. The City expects to serve 660 households over the term of the SEP grant. Staff and volunteers in cooperation with the neighborhood go door-to-door offering educational materials and free devices that improve water and energy efficiency. These devices are installed directly in the home at no cost to the homeowner. Staff will install up to 20 CFLs per home, a low flow showerhead if required, a clothesline or rack, swamp cooler covers for mobile homes, and other efficiency measures. Educational materials on energy and water conservation, alternative transportation options, recycling, rebates and incentives, and energy efficiency are also distributed and have been created in both English and Spanish.

The City of Longmont partners with the Boulder County Housing Authority to oversee and train the volunteers and implement the sweeps. Volunteers, senior tax workers and City/County staff are employed for the sweep outreach and are trained prior to each sweep.

The SEP grant allocates \$50,000 in 2010 and 2011 to be used to 1) increase the number of homes contacted, 2) increase the range of conservation materials provided, and 3) offer a \$30 rebate coupon to each household. The rebate may be redeemed by participating households at a locally-owned store for other predetermined efficiency measures. The rebate provides a financial incentive to residents for cost effective materials that are specific to their needs. Coupons will expire within 30 days of the sweep event.

ATTACHMENTS:

1. Resolution approving an Intergovernmental Agreement between the City and Boulder County Housing Authority
2. Intergovernmental Agreement between the City and Boulder County Housing Authority for implementation of the Neighborhood Efficiency Sweep Program in 2010 and 2011

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RESOLUTION R-2010- 03

A RESOLUTION OF THE LONGMONT CITY COUNCIL APPROVING THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
AND THE BOULDER COUNTY HOUSING AUTHORITY FOR THE NEIGHBORHOOD
EFFICIENCY SWEEPS PROGRAM

THE COUNCIL OF THE CITY OF LONGMONT, COLORADO, RESOLVES:

Section 1

Under § 13.7 of the Longmont Home Rule Charter, the Council approves, and authorizes the Mayor to sign, the intergovernmental agreement referenced in the title of this resolution, in substantially the form now before the Council.

Section 2

The Council repeals all resolutions or parts of resolutions in conflict with this resolution, but only to the extent of such inconsistency.

Passed and adopted this _____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

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PROOF READ

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

C.A. File: 8046.2

CITY OF LONGMONT, COLORADO

SERVICES CONTRACT

THIS CONTRACT, is made as of the ____ day of _____, 2010, at the City of Longmont, Colorado, by and between the **City of Longmont, Colorado** (City), a municipal corporation, and the Boulder County Housing Authority, (Contractor).

- 1.1 The City desires to use the services of the Contractor for the purposes of providing the services set forth in Exhibit A.
- 1.2 The Contractor has agreed to provide the services outlined in Exhibit A, upon the terms and conditions set forth in this Contract.
- 2 **STATION OF WORK:** The Contractor shall provide and furnish at its own proper cost and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide services in strict accordance with the conditions and prices stated in the Contract and other documents; the Contractor shall do everything required by the Contract.
- 3 **TIME OF COMMENCEMENT AND SUBSTANTIVE COMPLETION:** The services to be provided under this Contract shall commence as of the date first set forth above, and shall continue through May 31, 2011.
- 4 **PRICE:** The City will pay the Contractor for the performance of this Contract, the amount set forth in Exhibit B.
- 5 **FINANCIAL OBLIGATIONS OF CITY:** This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the City and the Contractor under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
- 6 **SERVICE OF NOTICES:** All required notices shall be deemed to have been validly given if delivered in person or by first class mail to the City at the following addresses:

CITY OF LONGMONT:
Longmont Power and Communications
1100 South Sherman Street
Longmont, CO 80501

CONTRACTOR:
Boulder County Housing Authority
P.O. Box 471
Boulder, CO 80306
- 7 **COMPLIANCE WITH THE LAW:** This Contract shall be governed and construed in accordance with the laws of the State of Colorado. Venue and jurisdiction for any court action filed regarding this Contract shall be in either Boulder County Colorado. The Contractor will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, especially sections of the Occupational Safety and Health Administration (OSHA) regulations, latest revised addition, which provide for job safety and health protection for workers, applicable to the performance of the Contractor under this Contract. The City assumes no duty to insure that the Contractor follows the safety regulations issued by OSHA.
- 8 **INSURANCE:** The Contractor will procure and maintain in full force and effect such insurance or self-insurance that will insure its obligations and liabilities under this Contract, including workers' compensation, automobile

liability and general liability.

- 9 LIABILITY: Each party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this Agreement, and further, each party, to the extent authorized by law, agrees to hold harmless the other for such actions or omissions of its own employees and/or agents. It is agreed that such liability for actions and omissions of agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, neither party waives or intends to waive the limitations on liability which are provided to parties under the Colorado Governmental Immunity Act § 24-10-101 et seq., C.R.S.
- 10 STATUS OF CONTRACTOR: The Contractor shall perform all work under this Contract as an independent contractor and not as an agent or employee of the City. The Contractor will not be supervised by any employee or official of the City nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that Contractor is an employee or agent of the City in any capacity. The Contractor shall supply all personnel, buildings, equipment and materials at Contractor's sole expense. **The Contractor is not entitled to City Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract.** This Contract is not exclusive; the Contractor may contract with other parties.
- 11 PROVISIONS CONSTRUED AS TO FAIR MEANING: The provisions of this Contract shall be construed as to their fair meaning, not for or against any party based upon any attributes to such party of the source of the language in question.
- 12 HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Contract.
- 13 NO IMPLIED REPRESENTATIONS: No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.
- 14 NO THIRD PARTY BENEFICIARIES: None of the terms or conditions in this Contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Contractor receiving services or benefits under this Contract shall be only an incidental beneficiary.
- 15 WAIVER: No waiver of any breach or default under this Contract shall be a waiver of any other or subsequent breach or default.
- 16 TERMINATION: Either party may terminate this Contract by giving the other party thirty days written notice of such termination. The Contractor will then be paid for satisfactory work up to the date of termination. The City or the Contractor may terminate this Contract without cause.
- 17 TRANSFERENCE AND AMENDMENTS: The Contractor may not transfer this Contract to a third party nor in any way amend this Contract without prior written consent of the City.

CONTRACTOR:

By: _____

Title: _____

State of _____) ss:

County of _____

The foregoing instrument was acknowledged before me by _____,
(Name of party signing)

as _____ of _____
(Title of party signing) (Name of corporation)

a _____ corporation, on behalf of the corporation, this
(State of incorporation)

_____ day of _____, 2010.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

CITY OF LONGMONT:

Mayor

APPROVED AS TO
INSURANCE PROVISIONS:

APPROVED AS TO FORM:

Risk Manager

Assistant City Attorney

APPROVED AS TO FORM AND SUBSTANCE:

Originating Department

State of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____
2010, by _____, as the Mayor of the City of Longmont.

Witness my hand and official seal.

CITY CLERK

Notary Public, State of Colorado

My commission expires: _____

EXHIBIT A
SCOPE OF SERVICES

1. Contractor shall provide all of the services described as the Neighborhood Efficiency SWEEPS Project in subparagraph 3.1 of paragraph 23, Exhibit A- Statement of Work, of the contract between the City and the State of Colorado known as the Governor's Energy Office Supplemental Environmental Project Grant Agreement With City of Longmont, dated October 1, 2009 (State Contract). Contractor acknowledges receiving a copy of the State Contract.
2. Contractor shall comply with Attachment 1 to the State Contract, Third Party Community SEP Completion Report Guidelines.

EXHIBIT B

City shall pay Contractor a total of \$50,000 from funds received from the State of Colorado pursuant to the State Contract, as follows: \$17,000 by February 15, 2010; \$17,000 by August 1, 2010; and the balance of \$16,000 by February 1, 2011.

The City shall also pay Contractor an additional \$20,000 from City funds as described in the State Contract, \$10,000 to be paid in 2010 and \$10,000 to be paid in 2011.

This Contract is conditional upon Contractor contributing \$40,000 of its own funds to the Neighborhood Efficiency SWEEPS Project, as described in the State Contract, \$20,000 to be contributed in 2010 and \$20,000 in 2011.

CA: 8046.2