

AGREEMENT FOR THE CERTIFIED LANDSCAPE PROFESSIONAL PROGRAM

This Annual Agreement for the Certified Irrigation Contractor Program for the 20__ Program Year (“Agreement”), is entered into this ___ day of ___, 20___, by and between the City of Fort Collins, Colorado, a Colorado municipal corporation (“City”) and _____ (“Contractor”).

RECITALS

- A. The City owns and operates Fort Collins Utilities (“Utilities”), which owns and operates a water utility. Water conservation is a matter of importance and benefit to the City, Utilities, and its ratepayers. Utilities has also operated various programs related to water conservation, including audits of its customers’ sprinkler systems to improve efficiency and reduce waste, all in order to help its customers conserve water for future generations and reduce costs on their water bills. Utilities has established the Certified Landscape Professional Program (“Program”) to further these objectives.
- B. The Program is set forth in the Fort Collins Utilities Certified Landscape Professional Program Description and Rules and Regulations (“Program Rules”). A copy of the current Program Rules is attached to this Agreement as Exhibit A and is a part of this Agreement.
- C. The Contractor has filled out an application to be a “Participant Contractor in the Program,” as described in the Program Rules. A copy of the Contractor’ application is attached to this Agreement as Exhibit B and is a part of this Agreement. Utilities has review the application and provided the Contractor with this Agreement so that the Contractor may be a Participant Contractor in the Program.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the City and the Contractor agree as follows:

- 1. **RECITALS INCORPORATED.** The foregoing Recitals are made a part of this Agreement as if stated in full.
- 2. **PARTICIPATION IN THE PROGRAM.** The City agrees to have the Contractor as a Participant Contractor for the Program Year, pursuant and subject to the terms and conditions and limitations of the Program Rules. The Contractor agrees to abide by the Program Rules and any subsequent amendments, changes, and modifications to the Program Rules.
- 3. **TERM.** The Term of this Agreement shall be for the Program Year, which runs from March 1 through the end of February. The Agreement shall automatically renew for additional one-year periods on a Program Year basis, unless terminated in accordance with the Program Rules.

4. **INDEMNIFICATION.** The Contractor agrees to indemnify and hold harmless the City, its officers, directors, and employees from and against any and all claims, liabilities, and expenses, including attorney's fees, which they may incur as a result of the following:

(a) Any failure or alleged failure by the Contractor to design or install irrigation or landscaping measures to the standards for the Program or any other legal or professional standards that may apply to Contractor's work or activities, or in accordance with Contractor's duties or obligations to customer or any other party.

(b) Any false or misleading statements, certification, or representations by the Contractor to a customer or potential customer in connection with the Program, one or more of the Participant Contractor lists, or services or benefits offered or expected to be provided by Contractor to any party.

(c) Any failure or alleged failure of any design, materials, or other installations or services provided by Contractor to perform to the customer's satisfaction or Contractor's obligations to customer or any other party, due to its capacity, design, installation or operation or for any other reason.

(d) The activities associated with or information, reports or disputed matters produced by or arising as a result of any activities under the Program.

5. **APPLICABLE LAW.** Colorado law applies to the interpretation and enforcement of this Agreement.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the City and the Contractor relating to the subject matter hereof and supersedes all prior and contemporaneous offers, negotiations, agreements and understandings, whether oral or written between the City and the Contractor. Except as provided herein, this Agreement may only be modified or amended by written agreement of the City and the Contractor.

7. **THIRD PARTY BENEFICIARIES.** The City and the Contractor hereby acknowledge and agree that this Agreement is intended to only document the relative rights and obligations between of the City and the Contractor to one another, and that no third party beneficiaries are intended. Contractor is solely responsible for any obligations or liabilities in connection with work performed under the Program and any acts or omissions in connection with the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below with their respective signatures.

CITY OF FORT COLLINS, COLORADO

Date: _____

By: _____
Kevin Gertig, Utilities Executive Director

Attest:

Approved as to Form:

City Clerk

City Attorney's Office

CONTRACTOR

Date: _____

By: _____

Title: _____