

**FORT COLLINS UTILITIES  
CERTIFIED LANDSCAPE PROFESSIONAL  
PROGRAM DESCRIPTION AND RULES AND REGULATIONS**

1. **BACKGROUND AND OVERVIEW.** The City of Fort Collins (“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. As described below, Utilities has established the Certified Landscape Professional Program (“Program”) to further these objectives.

2. **PROGRAM DESCRIPTION SUMMARY.** The goal of the Program is to improve water conservation by Utilities customers. Utilities will work towards this goal by working with participating landscape and irrigation contractors (“Participant Contractors”) to share information and knowledge of water conservation methods, practices, and technologies, which includes, among other things, irrigation system design, installation, and repair, and landscape installation and maintenance. Utilities’ work with Participant Contractors in the Program will further promote water efficient landscape and irrigation system design and maintenance and installation standards that reflect best practices, and will facilitate the proper installation of residential and commercial improvements and systems and thereby result in greater water efficiency and reduced water demand.

3. **PARTICIPANT CONTRACTORS ROLE WITHIN THE PROGRAM.**

3.1. **Becoming a Participant Contractor.**

3.1.1. **Application.** A person wanting to become a Participant Contractor must fill out an application provided by Utilities. A copy of the current application is attached as Exhibit 1. The application must be submitted to Eric Olson, Utilities Water Conservation Coordinator (eolson@fcgov.com, 700 Wood St. , Fort Collins, CO 80524, (970) 221-6704). Utilities will then review the application. If an applicant’s information changes, the applicant must update the application in a timely manner.

3.1.2. **Agreement.** Following Utilities’ review of the application, Utilities will provide the applicant with an agreement to participate in the Program unless Utilities determines that the applicant cannot or does not meet the participation requirements. A copy of the current agreement is attached as Exhibit 2. Once the agreement has been signed by the applicant and Utilities, the applicant is a Participant Contractor for the Program year identified in the Annual Agreement. The Program year runs from March 1 through the end of February.

3.1.3. **Denial of Application and Hearing.** If Utilities determines that the applicant cannot or does not meet the participation requirements, Utilities will deny the application and provide written notice to the applicant. The applicant may request an informal hearing with Utilities Program staff within ten (10) calendar days

of issuance of any such notice. In the event of such an informal hearing, Utilities will issue a written notice of final determination as to whether or not to allow the applicant to participate.

3.2. **Participation Benefits.** The Program will benefit Participant Contractors by: (1) providing opportunities for Participant Contractors to acquire information and knowledge of water conservation methods, practices, and technologies from Utilities and other Participant Contractors; (2) identifying Participant Contractors as participants in the Program in information published by Utilities; and (3) use of Program materials provided by Utilities.

3.3. **Participation Requirements.**

3.3.1. **Participation.** A Participant Contract must attend at least one (1) Program meeting or related training class per year .

3.3.2. **Certification.** A Participant Contract must have at least one (1) of the following certifications:

- (a) Irrigation Association
  - a. Certified Irrigation Design (CID)
  - b. Certified Irrigation Contractor (CIC)
  - c. Certified Irrigation Auditor (CLIA)
  
- (b) National Association of Landscape Professionals
  - a. Landscape Industry Certified Technician Exterior (CLT-E)
  - b. Landscape Industry Certified Horticulture Technician (COLP)
  - c. Landscape Industry Certified Lawn Care Manager (CTP)

Proof of such of such certification(s) shall be submitted to Utilities at the time of signing of the annual agreement, and proof provided to Utilities as soon as practicable upon any change or renewal and upon request by Utilities.

3.3.3. **Licenses.** A Participant Contract must have all necessary licenses and be in good standing in connection with such licenses. Proof of such of such license(s) shall be submitted to Utilities at the time of signing of the annual agreement, and proof provided to Utilities as soon as practicable upon any change or renewal and upon request by Utilities.

3.3.4. **Insurance.** A Participant Contract must have a general liability insurance policy with a Combined Single Limit of not less than one million dollars (\$1,000,000), as well as a “commercial vehicle liability” insurance policy with a Combined Single Limit of not less than five hundred thousand dollars (\$500,000) covering any vehicles used by the Participant Contractor to provide services in connection with participation in the Program, and shall meet statutory requirements for the provision of worker’s compensation insurance. A certificate of insurance for

each of these policies shall be submitted to Utilities at the time of signing of the annual agreement, and updated certificates provided to Utilities as soon as practicable upon any change or renewal and upon request by Utilities.

3.3.5. **Accreditation.** A Participant Contract must maintain “Accredited Business” status in the Better Business Bureau.

3.3.6. **Document for Equipment Sold or Leased.** A Participant Contract must provide customers with all applicable manufacturers’ warranties for equipment sold or leased at the time of the transaction.

3.3.7. **Ethics.** A Participant Contract must abide by the following Code of Ethics.

(a) Ensure that quality, honesty, integrity and good faith are the hallmarks of their business practices, including individual contractor sales, advertising, installations and service of efficiency measures; and

(b) Maintain strict compliance with all federal, state, county, and municipal government laws, regulations, and ordinances pertaining to the industry and business operation; and

(c) Design, install, service, and repair landscaping and irrigation measures in accordance with installation standards established by Utilities for the Program; and

(d) Develop and maintain an understanding of proper equipment selection to assure customers of safe, dependable, and efficient performance; and

(e) Develop the highest quality standards of customer service and nurture long-term relationships with customers; and

(f) Instill the highest respect and professional working relationships among other participating contractors and within their respective communities; and

(g) Communicate clearly and accurately with customers regarding the Program, the work or improvements to be completed by Participant Contractor, Participant Contractor’s obligations hereunder, and the terms and conditions of Participant Contractor’s work for such customers, and to protect the confidentiality of any customer information consistent with customer expectations.

3.4. **Annual Renewal.** The Program will be operated on an annual basis reflecting the irrigation season. Participation in the Program will be on an annual basis. An annual agreement must be completed and signed each year to be a Participant Contractor. A

Participant Contractor must likewise keep its information up to date through updating the application, as necessary.

3.5. **Termination of Participation.** A Participating Contractor may terminate its participation in the Program: (1) providing notice to Eric Olson, Utilities Water Conservation Coordinator (email: eolson@fcgov.com; physical address: 700 Wood St. , Fort Collins, CO 80524; mailing address: P.O. Box 580 Fort Collins, CO 80522-0580; phone: (970) 221-6704), which shall be confirmed in writing; (2) by Utilities suspending the Participant Contractor; (3) by Utilities terminating the Program; or (4) by operation of law.

4. **UTILITIES' OPERATION OF THE PROGRAM.**

4.1. **Administration of Program.** Utilities will administer and maintain records for the program, including lists of Participant Contractors. Utilities will hold meetings or related training classes per season. Utilities will work with Participant Contractors desiring evaluations of their work.

4.2. **Program Benefits.** The Program will benefit Utilities by: (1) improving water conservation; (2) providing a forum for Utilities to acquire information and knowledge of water conservation methods, practices, and technologies from Participant Contractors; and (3) having a list of Participant Contractors that may be published by Utilities for its purposes and in connection with inquiries by Utilities' customers, including customers participating in Sprinkler system audits.

4.3. **Suspension of Participant Contractors.**

4.3.1. **Reasons for Suspension.** Utilities may suspend a Participant Contractor for any of the following reasons:

- (a) Failure to keep information in the application up to date; or
- (b) Failure to meet the participation requirements stated in Paragraph 3.3; or
- (c) When the Better Business Bureau's customer dispute resolution process has not resulted in successful resolution of a customer complaint due to the failure of Participant Contractor to participate in such process in good faith as determined by Utilities; or
- (d) When Utilities determines that, based upon the customer satisfaction survey data received in connection with Participant Contractor's work, the Participant Contractor has failed to offer the highest quality of customer service and dependability; or
- (e) When Utilities determines that, based upon customer feedback or other information available to Utilities, the Participant Contractor has

discriminated against any person in a manner contrary to any legal or regulatory requirement in connection with the performance of services.

4.3.2. **Term of Suspension.** A suspension may be for the Program year, or such shorter time as Utilities may determine, provided that the Participant Contractor is able to meet the participation requirements stated in Paragraph 3.3.

4.3.3. **Notice of Suspension and Hearing.** If Utilities determines that suspension from the Program as described herein is appropriate, Utilities will provide written notice of termination suspension to the Participant Contractor. The Participant Contractor may request an informal hearing with Utilities Program staff within ten (10) calendar days of issuance of any such notice. In the event of such an informal hearing, Utilities will issue a written notice of final determination as to whether or not to restore Participant Contractor's participation immediately or at some time prior to the expiration of the one year term of suspension.

4.4. **Termination of Program.** Utilities reserves the right to terminate the Program at any time and for any reason with or without notice.

5. **AMENDMENT TO THE PROGRAM DESCRIPTION AND RULES AND REGULATIONS.** Utilities reserves the right to amend, change, and modify this Program Description and Rules and Regulations as it sees fit.

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