

SLOW THE FLOW IRRIGATION AUDIT PROGRAM AGREEMENT

THIS Slow the Flow Irrigation Audit Program Agreement (“Agreement”) is made this ____ day of _____, 2017 (“Effective Date”), by and between the Boulder Energy Conservation Center d/b/a the Center for ReSource Conservation (“CRC”) and the Town of Erie (“Erie”), individually referred to as a “Party,” or collectively as “Parties.”

Recitals

1. WHEREAS in most communities across the western United States, over half of all residential water is consumed outdoors, and most of that water is used for watering turf landscapes. Outdoor water use typically occurs during a short 3-4 month season, resulting in very high peak seasonal usage, and correspondingly high demands on most water providers. Although outdoor water use is water-intensive, there is significant potential for water savings because, in general, there is a great deal of inefficiency in most irrigation systems. Many irrigation systems can benefit from simple changes such as fixing or adjusting sprinkler heads, ensuring appropriate operating pressure, and implementing appropriate watering schedules;
2. WHEREAS increasing irrigation system efficiency and teaching property owners and responsible parties (“Customers”) about best management practices has many positive benefits for Erie, the homeowner, the community, and the environment. Not only can it reduce the demand for water during peak service hours and help avoid unnecessary costs to Erie and the community, it can also result in greater cost effectiveness for the Customer, and provide them with the knowledge to have a healthier landscape. Additionally, the amount of runoff associated with inefficient irrigation systems and improper watering practices can be significantly reduced. This not only helps avoid damage to sidewalks and streets, but it also results in improved water quality because irrigation runoff is not being washed down the storm drains; and
3. WHEREAS in order to provide these benefits for Erie’s water customers, Erie wishes to engage CRC to organize and conduct the Slow the Flow Irrigation inspection program (“Program”) for the term specified in Section III in partnership with Erie.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the Parties agree as follows:

I. Program Obligations:

A. CRC Obligations

CRC shall provide the services described in the Slow the Flow Irrigation Audit Program Scope and Conditions of Work, attached hereto as Attachment A (“Services”).

B. Erie Obligations

1. Supplemental Work Order and Obligations. Erie shall complete the Supplemental Work Order and Obligations, attached hereto as Attachment

B, no later than the time the Agreement is completed and returned to CRC or February 1, 2017, whichever comes first. In the Supplemental Work Order and Obligations, Erie shall identify the precise nature of services requested, including but not limited to: the number and type of Customers that may participate in the Program, and whether Erie wishes to implement a prioritization system for Customer participation. Erie shall also comply with all obligations specified in the Supplemental Work Order Obligations.

2. Publicity. Erie shall be responsible for publicizing the availability of the Program to its Customers in one or more rounds of marketing. Efforts to publicize the Program to its Customers may include but are not limited to advertising mediums such as the Erie's website, social media, bill inserts, newsletter and direct mailing. If only one round will take place, the marketing must be in the form of a water bill insert.

CRC will develop a marketing "Toolkit" containing these promotional templates and individual advertisement components for the Erie to use. Erie and CRC will create a mutually agreed upon timeline, known as the "Marketing Calendar" which will state the dates on which both Erie and CRC will disseminate the chosen advertisements. Advertising content may be created by either CRC or Erie, however Erie must use the "Toolkit" components (i.e. verbiage, logos, photographs) for Program advertisements and all efforts must be approved by the CRC prior to publishing.

In the event that a sufficient number of requests exist, as determined by CRC, and all rounds of advertising have not been completed, CRC may waive the requirement that Erie conduct an additional advertising round. CRC shall provide Erie with notice of any such waiver.

II. Price, Payment Amount, and Billing Procedure

- A. Payment of Program Price. Erie shall pay CRC the program price, pursuant to the Slow the Flow Irrigation Audit Program Payment Schedule and Terms, attached hereto as Attachment C.

III. Term

- A. Term of Agreement. The Term of this Agreement commences on the Effective Date and terminates on December 31, 2017 or on the date the Agreement is earlier terminated, as provided herein.

IV. General Provisions

- A. Record Keeping Requirements: CRC and Erie shall maintain all records, documents, communications, and other material that pertain to this Agreement ("Records") for a period of three (3) years from the date of final payment under this Agreement, unless CRC or Erie requests that the records be retained for a

longer period. CRC and Erie each shall provide access to such Records to the other during normal business hours for review and copying.

- B. No Delegation: Except as otherwise provided, the Parties' duties and obligations shall not be assigned, delegated, or subcontracted except with the express prior written consent of the other Party. All subcontractors shall be subject to the requirements of this Agreement.
- C. Indemnification: To the extent allowed by law, Erie, on behalf of itself and its successors and assigns, agrees to indemnify, defend, and hold harmless the CRC, its officers, directors, and employees from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and costs, arising out of (i) the negligent performance of Services under this AGREEMENT by Erie or any person employed by Erie; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Erie or any person employed by Erie

CRC shall hold harmless and indemnify Erie, its officers, directors, and employees from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and costs, arising out of (i) the negligent performance of Services under this AGREEMENT by the CRC or any person employed by the CRC; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of CRC or any person employed by the CRC.

- D. No Third Party Rights: Except as otherwise provided, this Agreement shall inure to the benefit of, and be binding only upon, the Parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.
- E. Designated Representatives: For the purpose of this Agreement, the persons named below are designated the representatives of the Parties. Unless otherwise provided in this Agreement, all notice required to be given by the Parties shall be given either by hand delivery or e-mail, with confirmed receipt, or by registered or certified mail to the representative named below. The Parties may designate in writing a new or substitute representative:

For the Center for ReSource Conservation: For the Town of Erie:

Neal Lurie
President
Center for ReSource Conservation
2639 Spruce Street,
Boulder, CO 80302
o) 303-999-3820, ext 202
fax) 303-440-0703
E-mail: nlurie@conservationcenter.org

Bethany Peer
Administrative Assistant
Town of Erie
645 Holbrook Street
Erie, CO 80516
Office: 303-926-2870
Fax: 303-926-2706
Email: bpeer@erieco.gov

- F. Default and Remedies: In the event either Party fails to comply with this Agreement, the other Party shall provide notice specifying the breach, and the breaching party shall be allowed thirty (30) days to cure, or such longer period if the cure will require additional time and so long as the breaching party is diligently acting to complete the cure. In the event the breaching party fails to cure the breach, within the time allowed hereunder, the non-breaching party shall have all remedies available in law or in equity.
- G. Modifications: This Agreement is intended as the complete integration of understanding between the Parties. Both Parties may make modifications to this Agreement as needed, provided that no such modification shall be effective until it is accepted in writing by a legally authorized representative of each Party.
- H. Severability: The terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term or the same term upon subsequent breach.
- I. Exhibits. All exhibits hereto shall be deemed incorporated herein by reference.
- J. Independent Contractor. CRC shall perform the Services under this Agreement as an independent contractor and the parties do not intend, nor shall it be construed that CRC or any CRC subcontractor or employee is an employee of the MUNI for any purposes whatsoever.
- K. Employee Financial Interest: The Parties aver that to their knowledge, no employee of Erie has any personal or beneficial interest whatsoever in the service or property described herein.
- L. Representations and Warranties: CRC and Erie each make the following specific representations and warranties, each of which was relied on by the other in entering into this Agreement.
1. Legal Authority – Signatory: Each Party warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind itself to its terms. If requested by the other Party, each Party shall provide the other with proof of its authority to enter into this Agreement within 15 days of receiving such request.
 3. Compliance with Laws: CRC shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government, except as explicitly provided herein, which may, in any manner, affect the performance of the Agreement as well as the requirements of any agreements, permits, or other contracts between CRC and third parties governing the performance of the services hereunder and disclosed to CRC.

- M. Choice of Law: Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution. Venue shall be in the District Court, Boulder County, Colorado.
- N. Force Majeure: A “Force Majeure” event may make it impossible for CRC to provide Audits as described herein. As used in this Agreement, Force Majeure means acts of God; acts of the public enemy; acts of any governmental entity in its sovereign or contractual capacity; fires; flood; epidemic; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather which make it impossible to perform Audits for the entire season. If a Force Majeure event occurs that affects CRC’s ability to perform, CRC shall provide written notice to Erie within 24 hours of learning about the event. Such an event shall excuse CRC from performing its obligations under this Agreement, and shall excuse Erie from paying for any uncompleted Audits. However, such an event shall not excuse Erie’s obligation to pay the Non-Refundable Program Fee. In no event shall Force Majeure act to extend the Term of Agreement unless otherwise agreed by the Parties in writing.
- O. Intellectual Property Rights. CRC shall retain ownership of all data generated pursuant to the Program, and it may use that data to generate reports summarizing the Program to educate the public, including policy makers, green industry partners, and homeowners. This report and any data collected may also be presented to CRC partners.
- P. Non-Disclosure of Confidential Material. CRC acknowledges that Erie has made, or may make, available to CRC customer records, which contain identifying information linking the customer records to individual customers (“Confidential Material”). Except as essential to CRC’s performance under this Agreement, CRC shall not: (a) make any disclosure of the Confidential Material to any third party (b) duplicate or copy the Confidential Material; or (c) use the Confidential Material for any purposes outside CRC’s performance under this Agreement. In the event CRC publishes Confidential Material in any document made available to a third party, all identifying information will be removed and replaced with an anonymous identifier. CRC shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement.
- Q. Termination. CRC may terminate this Agreement with or without cause by providing thirty (30) days advance notice to Erie. Such termination by CRC shall

not affect Erie's obligation to compensate CRC for work completed pursuant to this Agreement, up to and including the date of termination specified in such notice.

IN WITNESS WHEREOF, each Party has executed this Memorandum of Agreement or caused it to be executed on its behalf by its duly authorized representatives.

Center for ReSource Conservation

Town of Erie

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Slow the Flow Irrigation Audit Program
Scope and Conditions of Work

SLOW THE FLOW IRRIGATION AUDIT PROGRAM
SCOPE AND CONDITIONS OF WORK

I. Scope of Work

A. Performance of Audits

1. Audit Procedures. CRC employees (“Auditors”) shall conduct site visits and evaluate the efficiency of residential and non-residential irrigation systems, as specified by Erie in the Supplemental Work Order and Obligations, attached hereto as Attachment C. The evaluations (“Audits”) shall begin with a visual inspection of the irrigation system, which shall identify design issues, broken parts, capital improvements, and maintenance problems. The Auditors shall also visually check for leaks during this time and measure the irrigable area of the property during the Audits.

The Auditors shall then conduct two tests on representative zones for the irrigation systems. The tests performed measure the distribution uniformity, precipitation rate, pressure, and soil type of the zones. These tests provide the Auditors with the information necessary to make recommendations to the Customer for improving the efficiency of the irrigation systems. Due to the different characteristics of rotor heads and spray heads, the Auditors are unable to test any irrigation zones that utilize both sprays and rotors on the same circuit, otherwise known as a mixed zone. If both rotors and spray heads are utilized on the property, but in separate zones, at least one test shall be performed for each type of head.

After conducting these tests, the Auditors shall develop a site-specific watering schedule for the tested zones. The watering schedule can serve as a representative schedule for zones with similar characteristics. All results and recommendations are included in a synopsis for the Customer (“Audit Report”). The Auditor reviews the Audit Report with the Customer, explains additional landscape best management practices, provides horticultural resources, and makes all attempts to answer any questions the Customer may have. The Auditors shall follow up with Customers if any further clarification is needed.

2. Non-Residential Audit Procedures. In conducting non-residential property Audits, in addition to the standard Audit Procedures, the Auditors shall conduct an appropriate number of tests (usually between four and ten) on each sub-property comprising the non-residential property being audited. A written report detailing problems found zone by zone as well as the results from tests conducted shall be generated and sent to the Customer within two weeks of completing the Audit.
3. Number of Auditors. Audits of residential properties shall be conducted by one Auditor; Audits of non-residential properties may require the participation of two Auditors.
4. Provision of Auditors. CRC shall provide the Auditors necessary to perform the number of Audits requested by Erie in the Supplemental Work Order and Obligations.

B. Customer Service and Scheduling of Audits

1. Customer Service. CRC shall handle all customer service issues related to the Program, including answering Customer questions and addressing any concerns.
2. Scheduling. CRC employees (“Schedulers”) shall schedule Audits of residential and non-residential properties.
3. Provision of Schedulers. CRC shall provide the Schedulers necessary to schedule the number of Audits requested by Erie in the Supplemental Work Order and Obligations.
4. Scheduling Priority. CRC employees (“Schedulers”) shall schedule Audits of residential and non-residential properties on a first-come first-serve basis, unless directed otherwise by Erie in the Supplemental Work Order and Obligations.
5. Reminders. If the appointment is scheduled more than two days in advance, CRC shall exercise due diligence in placing reminder phone calls or emails.
6. Coordinating Appointments for Non-Residential Audits. Once a non-residential Customer has requested an audit, Schedulers will work with the Customer to coordinate an appointment time for the non-residential audit. To avoid gaps in the schedule or having to unnecessarily waitlist interested properties, deadlines to coordinate appointment times for non-residential properties may be imposed by the Scheduler on any non-residential properties. If the deadline is not met, the Scheduler shall move the property to the bottom of the request list and shall begin working with another property. This provides an incentive for efficient and timely communication between all parties involved.

C. Number and Type of Audits to be Completed

1. Allocation of Audits. Pursuant to Section I.B.2 of the Slow the Flow Irrigation Audit Program Agreement, Erie may allocate a set number of Audits towards residential and non-residential properties in the Supplemental Work Order and Obligations.
2. Re-Allocation of Audits by CRC. If the demand to complete the number of Audits for a specific property type is not sufficient, but there is sufficient demand to complete the number of Audits for another property type that has been deemed eligible by Erie, CRC has the right to transfer the allocated number of Audits to the other property type after August 1, 2017. CRC shall notify Erie when it appears as though this situation may occur.
3. Reasonable Efforts. CRC shall make all reasonable efforts to complete the maximum number of Audits agreed to. If demand is higher than the contracted amount, CRC staff is available, and Erie approves additional funds, more Audits may be conducted.

D. Program Updates

1. Monthly Updates. During the course of the Program Term, CRC shall provide to Erie updates about the Program on at least a bi-weekly basis.
2. Updates Upon Request. Updates shall also be provided to Erie within seven (7) days of any request.
3. Contents of Updates. Both regularly scheduled and requested updates shall include a summary of CRC's progress in meeting its obligations under the Agreement. This includes the number of audits completed, the number of audits scheduled but not yet completed, and the number of audits requested but not yet scheduled.
4. Delivery of Updates. CRC shall e-mail such updates to the following address(es):

645 Holbrook Street, Erie, CO 80516

E. Post-Audit Activities

1. Customer Satisfaction Surveys. After the Program Term has ended, CRC shall conduct a customer satisfaction survey of all property owners requesting and receiving irrigation Audits. CRC shall also compile and analyze the data collected from the irrigation Audits. The survey results and the data analysis shall be included in a final report detailing the Program results. CRC shall provide Erie with this report by December 31, 2017.
2. Impact Analysis Report. CRC will prepare an Impact Analysis Report. In order to prepare that report, one year after the Audit period has ended, CRC shall compare the pre- and post-Audit water usage of all Customers requesting and receiving Program Audits. CRC will assess their water usage over time and in comparison to climate conditions. CRC shall use this information to produce the Impact Analysis Report, using multiple methods of analysis along with charts and graphs to determine and analyze the water savings benefits of the Program. This analysis shall be based on methodology developed by CRC, which has been approved by peers in the water community, and presented at a variety of conferences. The report includes summary data, numerous types of analyses, charts, graphs, and explanatory narrative sections. In an effort to provide complete transparency, CRC shall also include complete, anonymous Customer data.

II. Conditions of Work

1. Responsible Adult Must be Present. CRC shall not perform a residential Audit unless at least one person at least 18 years of age who is affiliated with the property (i.e. an owner or resident) is present on the premises for the duration of the Audit. CRC shall not perform a non-residential Audit unless the Auditor(s) are able to meet with the

property owner or the property owner's designee responsible for the management of the non-residential property during the visual inspection of the property.

2. Liability Waiver Must be Signed. CRC shall have no obligation to conduct an Audit until the property owner to be audited has signed a Program Liability Waiver, attached hereto as Attachment D.
3. Non-Enforcement of Watering Restrictions. If watering restrictions are instituted, the Audit may take place outside of the property owner's permitted watering schedule. Erie agrees not to enforce any watering restrictions against the Customer or CRC if this occurs.

ATTACHMENT B

Slow the Flow Irrigation Audit Program
Supplemental Work Order and Obligations

SLOW THE FLOW IRRIGATION AUDIT PROGRAM
SUPPLEMENTAL WORK ORDER AND OBLIGATIONS

Number of Audits

Subject to CRC's approval and consent, Erie requests that CRC conduct Audits for a total dollar value of \$15,750.

Term of Program

Subject to CRC's approval and consent, CRC shall conduct the Program for approximately a 10 week period starting on June 9, 2017. CRC may in its sole discretion choose to extend the term of the Program. CRC shall provide notice of any such extension to Erie.

Eligibility Requirements

Erie must decide on eligibility requirements to receive an irrigation audit. (Leave blank if no preference exists)

1. Type of properties eligible (circle):

Residential **HOA** Commercial Municipal Other_____

2. Percent of contract dedicated to each type of property (if desired.)

Residential_____ HOA_____ Commercial_____ Municipal_____

Other_____

3. Are residents eligible for an audit if they have received an audit from Slow the Flow Colorado in a previous year? (circle) YES **NO**

Additional Obligations

1. Attach a sample water bill to the Supplemental Work Order and Obligations. The CRC attempts to obtain water account #'s from properties we audit. Please circle on Erie's water bill which number the CRC should retrieve.
2. If applicable, provide the CRC with a description of watering restrictions and rebates and provide rebate forms if available.
3. Please notify the CRC if any of the Slow the Flow Colorado paperwork is needed for a resident to receive a rebate.

4. Please notify the CRC of any changes to watering restrictions or rebate forms as soon as they occur.
5. Please provide CRC with a description of any City municipal code provisions that may be relevant to conducting irrigation audits (such as check valve requirements, irrigation efficiency standards, etc).
6. The CRC asks participants to complete a Liability Waiver and Water Records Release, attached hereto as Attachment D, before receiving an audit. This waiver declares that the CRC may access the participant's water records. Please review the attached waiver to make sure it meets your municipality's requirements for customer access of water records, if any, and indicate your approval or disapproval of the attached waiver below:

(Check One)

- The attached Liability Waiver and Water Records Release DOES meet Erie's requirements for release of and customer access to water records.
- The attached Liability Waiver and Water Records Release DOES NOT meet Erie's requirements for release of and customer access to water records.

If the waiver does not meet your requirements, please describe any necessary changes below, or attach the standard form used by your municipality to this document.

7. Erie shall provide Customer water records to CRC in the format requested by CRC within 4 weeks of receiving such a request from CRC.

ATTACHMENT C
Slow the Flow Irrigation Audit Program
Payment Schedule and Terms

SLOW THE FLOW IRRIGATION AUDIT PROGRAM
PAYMENT SCHEDULE AND TERMS

I. Payment Terms

A. Program Price

1. Residential Audits. Residential Audits shall be billed at a standard cost of \$88.50
2. Non-Residential Audits. Large properties (including but not limited to HOA common areas, commercial properties, etc) are billed at \$48.75 per hour per Auditor conducting an Audit and includes but is not limited to travel time, conducting the visual inspection, performing tests, answering questions, and preparing the Audit Report.
3. Total Audit Price. The Total Audit Price shall be equal to the total dollar amount of Audits requested by Erie in the Supplemental Work Order and Obligations. Based on Erie's contract of \$15,750, the total audit price is \$11,812.50.
4. Non-Refundable Program Fee. The Non-Refundable Program Fee shall be equal to 25% of the Total Audit Price. This fee offsets CRC's fixed costs of managing the Program and paying staff, who are hired based on the funds specified in this Agreement. Based on Erie's contract of \$15,750, the non-refundable program fee is \$3,937.50.
5. Total Price. Erie shall pay no more than the Total Program Price, which is equal to the sum of the Non-Refundable Program Fee and the fees for all completed Audits (\$15,750).

- B. Cancellations. Audit cancellations made with at least 24 hours notice shall not be charged to Erie. No-shows or cancellations of residential Audits made with less than 24 hours' notice of the scheduled appointment shall be charged to Erie at the standard rate and shall not be rescheduled unless the reason for cancellation falls within the category of an emergency situation. The following events shall be considered emergencies: life or limb threatening medical situations, death of a friend or family member, or a major sprinkler system malfunction that would prohibit the Audit from taking place (i.e. broken mainline/backflow preventer, etc.) The sprinkler system malfunction must have occurred within 24 hours of the scheduled appointment.

If an Audit is cancelled prior to the Auditor arriving on site due to adverse weather conditions (i.e., lightning, heavy rain, or significant wind conditions), Erie shall not be charged for the Audit and all attempts shall be made to reschedule. If weather interrupts a residential Audit that is already underway and it cannot be completed at that time, Erie shall be charged the agreed upon amount as well as \$59 per Audit Hour for the time needed to complete the Audit at a later date.

II. Payment Schedule and Invoicing

- A. Payment Schedule. Erie shall pay the Non-Refundable Program Fee within thirty (30) days of signing the Agreement. Such payment must be made by check made payable to the Center for ReSource Conservation.

Erie shall pay for completed Audits on a monthly basis, pursuant to the Invoicing terms specified below.

- B. Invoicing. CRC shall bill Erie monthly for all work completed pursuant to the Agreement. The Customers' Erie-issued account numbers, when available, as well as the name of the homeowner, address of audited property, and date of Audit for that property shall be provided with the monthly invoice. Payment shall be due within thirty (30) days of the date the invoice is issued by CRC.

CRC shall include on its monthly invoice for non-residential Audits the name and address of each Customer coordinating the Audit with CRC. CRC shall make all reasonable attempts to obtain non-residential Audit account numbers and shall include the name and type of property audited. For non-residential properties CRC shall provide an accounting of the number of hours spent on-site and the number of hours spent creating the Audit report.

- C. Payment Deadlines. For purposes of these payment deadlines, a payment shall be deemed to have been made upon the date of its actual receipt by CRC.

ATTACHMENT D

Slow the Flow Irrigation Audit Program
Liability Waiver and Water Records Release



Center for ReSource Conservation
2639 Spruce St.
Boulder, CO. 80302
www.ConservationCenter.org

LIABILITY WAIVER

By signing this waiver you acknowledge that the Center for ReSource Conservation (CRC) will test the efficiency of your landscape irrigation system at your request. The testing will involve operating the landscape irrigation system through the manual valves and/or through the irrigation control clock. The CRC may need to turn the system off during the inspection. **The CRC is not responsible for any system malfunction during or after the landscape irrigation inspection.** It is the responsibility of the property owner/manager to check the irrigation control clock after the inspection to make sure it is both turned on and programmed properly. The CRC will leave the property owner/manager with a recommended watering schedule that will likely necessitate the property owner/manager change the scheduled irrigation program on the irrigation control clock. In the case that the property owner/manager requests to have the irrigation technician change the program schedule on the irrigation control clock, it will be the property owner's/manager's responsibility to confirm that the program is scheduled for the preferred times. The property owner/manager will be responsible for monitoring the health of the landscape. **The CRC will not be held responsible for any damage to the landscape as a result of the change in the watering schedule.**

Printed Name: _____ Address: _____
Signature: _____ Date: _____

Water Records Release

The impacts of the Slow the Flow program are being monitored for the next 2-5 years. This requires a comparison of customer water usage histories gathered from his/her water provider. The information is used to show trends and impacts that result from the program and do not single-out any individual customer's water usage history to third parties. Any information obtained relating to the individual customer will be kept anonymous and confidential by the Center for Resource Conservation.

I am or was the utility user at: _____. I understand that Section 24-72-204(3) (a) (IX) of the Colorado Revised Statutes prohibits the release of my name, address, telephone number and personal financial information as a past or present user of a public utility.

I hereby consent and give permission to my water provider, (please list in space provided) _____ to release my water usage and billing information to the Center for Resource Conservation.

I further release my water provider as listed above from any claim, demand, action or right of action which results from actions by them or the Center for Resource Conservation relating to this program.

Printed Name: _____
Signature: _____ Date: _____