

**STATE OF COLORADO GRANT AWARD LETTER  
INTERGOVERNMENTAL  
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<b>State Agency</b> Colorado Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<b>Grant Agreement Number</b> CMS 128324 CTGG12019-3219
<b>Grantee</b> City of Louisville 749 Main Street Louisville, CO 80027	<b>Grant Amount</b> \$158,250.00
<b>Grant Issuance Date</b> The Effective Date (the date the State Controller or an authorized delegate signs this Grant Agreement).	<b>Local Match Amount</b> \$158,250.00
<b>Grant Expiration Date</b> April 15, 2024	
<b>Grant Authority</b> 2018 CWCB projects bill, HB18-218, section 11, Implementation of the Colorado Water Plan Appropriation.	
<b>Grant Purpose</b> Dropcountr-Rachio Customer Engagement and Analytics Program The City plans to accumulate accurate data, analyze trends between demand and conservation measures, evaluate the effectiveness of individual conservation programs and share the results with the public.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work.</li> <li>2. Exhibit B, Budget.</li> <li>3. Exhibit C, Option Letter.</li> </ol> <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Grant.</li> <li>2. Exhibit A, Statement of Work.</li> <li>3. Exhibit B, Budget.</li> <li>4. Exhibit C, Option Letter.</li> </ol>	

<b>Principal Representatives</b> <b>For the State:</b> Kevin Reidy, Water Conservation Technical Specialist Department of Natural Resources Colorado Water Conservation Board 1313 Sherman St., Room 718 Denver, CO 80203 kevin.reidy@state.co.us 303-866-3441- x3252	<b>For Borrower:</b> Kurt Kowar, Director of Public Works Grant Management Contact City of Louisville 749 Main Street Louisville, CO 80027 kurtk@louisvilleco.gov 303-335-4601
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**SIGNATURE PAGE**  
**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

**STATE OF COLORADO**  
Jared Polis, Governor  
Department of Natural Resources  
Colorado Water Conservation Board  
Dan Gibbs, Executive Director

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



Name: GREG JOHNSON

Title: SECTION CHIEF

Date: 3/6/19

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

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



Tobin Follensweiler  
Chief Operating & Performance Officer  
Colorado Department of Natural Resources

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 3/26/19

## 1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

## 2. TERM

### A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

## 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in Exhibit B.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

- D. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- J. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- O. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- P. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- Q. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by

a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- R. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- S. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- T. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- U. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- V. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- W. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### **4. STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

#### **5. PAYMENTS TO GRANTEE**

##### **A. Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of

Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

**D. Reimbursement of Grantee Costs**

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

**E. Close-Out.**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

**6. REPORTING - NOTIFICATION**

**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

**B. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State all violations of State criminal law involving fraud, bribery, or gratuity violations. The State may impose any penalties for noncompliance which may include, without limitation, suspension or debarment.

**7. GRANTEE RECORDS**

**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

**B. Monitoring**

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole

discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

**C. Final Audit Report**

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

**A. Confidentiality**

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to

Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

**10. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

**11. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in



its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

## **12. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

## **13. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

## **14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

## **15. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

## **16. GENERAL PROVISIONS**

### **A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

### **B. Captions and References**

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Colorado Water Conservation Board**

**Water Plan Grant - Exhibit A**

**Statement Of Work**

<b>Prepared Date:</b>	<b>March 6, 2019</b>
<b>Name of Applicant:</b>	<b>City of Louisville</b>
<b>Name of Water Project:</b>	<b>Dropcountr-Rachio Program for Customer Engagement and Analytics</b>
<b>Funding Source:</b>	<b>Conservation Water Plan Grant</b>

**Water Project Overview:**

In the City of Louisville's (City) 2013 Drought Management Plan, the City identifies conservation activities as one of the two levers to combat the threat of drought. The City notes that increasing water supply during a drought is challenging due to the intense competition for the supply resources during the drought. Therefore, the City's drought management strategy is based upon a series of demand side activities and voluntary and mandatory conservation represent key elements of the overall strategy. The goals from the City's Water Efficiency Plan (2015) are presented below:

- Total annual water savings of 10 percent below baseline forecast at build out (600 acre-feet).
- Account for all water.
- Decreased peak-day demand at buildout to less than 13 million gallons per day (mgd).

While the City's per-capita water use has declined over the past decade, it is difficult to quantitatively attribute water savings to an individual program. In order to demonstrate to the public that water conservation programs and measures are paying off, the City plans to accumulate accurate data, analyze trends between demand and conservation measures, evaluate the effectiveness of individual conservation programs and share the results with the public.

The City plans to work with Dropcountr, a customer engagement platform and Rachio, a smart sprinkler controller and flow meter, to develop capabilities that will allow its customers to disaggregate their total water use and better understand their indoor and outdoor water use.

Funds procured through the grant will be utilized for:

- Deploying 200 units of Rachio's smart sprinklers and flow meters
- Deploying Dropcountr's HOME platform for all customers within the City's service area
- Deploying Dropcountr's CLEAR platform for the City's water utility staff
- Collecting and displaying outdoor water use data within Dropcountr's customer engagement platform
- Collecting demographic and appliance/fixture data for customers enrolled in the Dropcountr-Rachio program to assist the City with targeted and effective outreach on water conservation rebates and tips
- Developing personalized water use goals for each residential home in the City
- Evaluating program performance and submitting to the CWCB a report that documents recommendations, obstacles encountered, lessons learned and steps forward for the Dropcountr-Rachio program

## Tasks

### Task 1 – Technology Integration, Testing, and Deployment

#### Description of Task:

The City seeks a digital customer engagement portal that empowers conservation and customer service staff to quickly and efficiently parse through customer data and communicate with the customer in a personalized way on their device of choice. The City plans to accomplish its conservation goals via the proposed Dropcountr-Rachio program.

This task will consist of the following sub-tasks:

- **Dropcountr-Rachio Integration:** The Dropcountr and Rachio platforms will be integrated such that Dropcountr can receive and display outdoor water use data from Rachio
- **Data Transfer and Testing:** Meter consumption data and other account attributes will be transferred from the City to Dropcountr
- **Rachio Deployment:** 200 units of Rachio's smart sprinkler and controller units will be deployed as part of this task.

#### Method/Procedure:

##### Dropcountr-Rachio Integration:

- Import and store Rachio outdoor usage data as available via API (preferred) or via secure FTP
- Design UX and display outdoor usage alongside overall usage to users on Dropcountr's customer facing platform (HOME)
- Display outdoor usage to managers in Dropcountr's utility facing platform (CLEAR) in a chart
- Make outdoor usage available to managers in CLEAR user / email / notification via searching, sorting, and filtering
- Update HOME monthly reports to include outdoor usage data

##### Transfer of data for Dropcountr Deployment:

- City IT staff and Dropcountr engineering staff will coordinate on a secure method for transferring customer data to the Dropcountr importer. This will include historical usage data, parcel information, account details and contact information. These initial customer data form the starting point for profile development; historical usage data contributes to the development of historical trends; and a broad regional dataset supports a robust spatial comparison of water usage.
- Dropcountr integrates with third party services and vendors using REST API based protocols and best practices. In the event REST API integration is not offered by the CIS vendor, Dropcountr will share our standard data ingestion specification for monthly (or more frequent) flat file transfer and ingestion. The latter approach is most common among our existing partners. Best practices suggest a daily ingestion interval to capture staggered meter reads or updates and corrections to these data. Dropcountr is experienced in working with staff to create data export processes via secure FTP.

##### Set up the platform:

- Dropcountr will ingest and present the City's data on the Dropcountr CLEAR platform. Dropcountr staff will confirm data is formatted, properly ingested, checked for errors and available.

#### Training:

- Dropcountr staff will train appropriate City staff, including conservation and customer service staff, as well as Rachio installers and staff, on how to navigate and use the software, on-site and via online webinars.

Detailed training materials will also be provided to the City staff and are accessible online at any time. These materials include product guides, interactive exercises, and answers to frequently asked questions.

#### Rachio Unit Deployment:

- Rachio will market their smart sprinkler controller to ratepayers in the City's service area. Examples of the marketing mechanisms that will be employed include Facebook, NextDoor and customer referral programs.
- Interested individuals will be directed to a landing page hosted by Rachio. Rachio will verify the user's eligibility for the program using either their Louisville account number or physical address.
- Eligible users will be presented with the option of selecting the number of irrigation zones in their yard, and whether they require an outdoor enclosure. They will then be presented with an electronic calendar displaying available installation times; installations will be completed by an irrigation professional certified by Rachio.
- A professional installer will install the Rachio controller and flow meter at the participant's home and will also provide instructions on how to use the Rachio and Dropcountr applications.
- Each controller installed in the City's service area as part of this program will be serialized. This means that Rachio has noted which controller has been distributed to any given participant. At the time of the unit's activation, The City will receive an email notification, and will have the ability to audit the controller's configuration through a web-based Rachio app.
- At the end of every month, Rachio will bill the City for the units distributed and provide the City with participant names, addresses, email addresses, and their specific controller serial numbers.

#### Deliverable:

The following deliverables will be provided as part of this task:

- Integration between Dropcountr and Rachio to allow the display of outdoor water use within Dropcountr's HOME and CLEAR platforms.
- 200 Rachio smart sprinkler and controller units will be deployed in the field. It is expected that these 200 deployments will occur over a two-year period.
- Access to the Dropcountr tools, including the utility dashboard, CLEAR, which provides: analytics of metered accounts; the ability to send an unlimited number of email messages and mobile push notifications to all customers; water-use trends; details about outdoor irrigation users and inefficient users. As a small organization with limited customer and data analytic tools, this task will improve staff workflow and communication efficiency.

## Tasks

### Task 2 – Launch customer portal for the City’s water customers

#### Description of Task:

The City will provide customers with the Dropcountr HOME customer portal - a native-mobile and web application that customers can use to access information about their usage, price tiers, messages from the City, available rebates and conservation tips.

Customers will be guided through an intuitive onboarding process using their account number and name. During this process customers will populate information about their house to develop a personalized water use “goal” that is appropriate for their specific household. The equation for the goal is developed with guidance from the City.

Upon completion of the onboarding process, a City’s customer will have access to their personal (and historical) water usage, put into context with:

- Visual cues of the recommended goal
- Visual cues of their usage in relation to City’s specific water tier rate structure
- Disaggregation of their water use between indoor and outdoor use
- Visual comparisons about how much water “similar and efficient homes” are using – leaning on well-developed behavioral-norming practices to drive conservation.

This digital customer portal will build upon the City’s efforts to better inform and educate their customers regarding their water use and the associated costs. In addition to providing a highly visible and supportive goal for the City’s customers to observe, the utility will have access to the household characteristics populated by customers – valuable information for systems planning and communication.

#### Method/Procedure:

Dropcountr staff will work with the City to develop a comprehensive “Marketing & Outreach Plan” that will inform and prompt customers to register for the Dropcountr-Rachio program. This plan will include several forms of communication:

- email prompts, paper reports, conversations over social media;
- bill announcements, bill stuffers or posters;
- local events, incentives and word-of-mouth.

#### Email Marketing Campaign

Using email and other contact information provided by the City, Dropcountr will conduct three (3) email campaigns. Based on industry averages, we expect approximately 30% of accounts selected for this project to be affiliated with a valid customer email address.

These campaigns will consist of account-specific emails that summarize monthly water use, provide a social norms-based comparison, present a call to action to sign up for the program, and legitimize the City’s partnership with Dropcountr and Rachio. Each email will include account name and account number, and a direct link to the Dropcountr sign up page.

### Paper Marketing Campaign

Dropcountr will create and send paper collateral, similar in style and content to the email marketing outreach as described above and send to accounts that didn't register with Dropcountr. The paper collateral will include instructions on how to sign up on Dropcountr. The City is responsible for the printing and mailing costs associated with the paper marketing campaign.

### Optional High User Paper Engagement

If desired by the City, high user accounts can be selected to receive additional paper engagement: a report encouraging enrollment in Dropcountr sent monthly during irrigation season (April-September). Dropcountr will create and send the paper collateral; the City is responsible for the printing and mailing costs.

In a 2017 portal launch with Denver Water, Dropcountr saw impressive adoption rates that exceeded industry standards. This is a reflection of the mobile-friendly availability of the portal and consumer-friendly aesthetics our customers have grown to expect out of services. The City has reason to believe similar, above-industry-standard adoption rates can be expected.

### Deliverable:

#### Conservation:

Researchers from the University of Kentucky analyzed the influence of Dropcountr among registered users and non-registered users and found significant reductions in monthly usage.

- City of Folsom Dropcountr users, on aggregate, used 7% less than their non-Dropcountr peers, and those in the highest quintile of baseline consumption reduce water usage by an estimated 13%; these results looked at 44 months of usage data - details can be found here: <https://goo.gl/sbVt9C>
- City of Austin Dropcountr users, on aggregate, used 9% less than their non-Dropcountr peers and those in the highest quintile of baseline consumption reduce water usage by an estimated 17%; these results are pulled from 60 months of data and details can be found here: <https://goo.gl/Sq2YZB>
- The timeframe of the Denver Water and Dropcountr project is currently too short, but initial (6-month) data suggests a similar 7-9% aggregate effect among Dropcountr users. Results from this program will be published in later 2018.

Based on the observed conservation impact in three unique service areas with three unique customer profiles, the City expects a similar conservation influence among their Dropcountr users. Should the University of Kentucky research staff be available to participate in this project, then by using regression analysis, Dropcountr and the University of Kentucky can tie water savings directly attributable to customer participation in the Dropcountr program. The City hopes to use this program to improve conservation reporting statistics.

#### Participation & Engagement

In addition to the latent conservation impact of knowing one's usage, having a goal and context about how much usage relates to price tiers, the Dropcountr customer portal, HOME, acts as a communication and information portal expected to drive more customers to existing conservation programs offered by the City.

## Tasks

### Task 3 – Ongoing support and program refinement

#### Description of Task:

Dropcountr will designate a Project Manager. The Project Manager will lead the initial project kickoff meeting, monitor the status of the program, and provide regular status updates to the City staff. In order to ensure the project remains on track the City will have regular status meetings, via phone, with the Dropcountr Project Manager, which will focus on:

- New features: The Dropcountr software regularly updates the utility dashboard (CLEAR) and customer portal (HOME) with new tools and features. Dropcountr will review any new features, their benefits, and how City staff can best utilize them.
- Outreach efforts: Dropcountr performs most of the digital outreach on behalf of the City and will use the meetings to review the performance and registrations rates, as a result of the outreach, as well as discuss any additional outreach to help the City achieve its goals.
- End-user support requests: Dropcountr addresses customers' questions about Dropcountr via email. The meetings will be used to review any recurring customer questions.
- Other questions, feedback or additional training: As necessary via online meetings.

#### Method/Procedure:

All meetings will be conducted via phone/online. The first meeting, the kick-off will be with appropriate staff, including conservation, customer service, IT, and public information. During the launch, meetings will be held weekly with the designated City contact and post-launch meetings will be conducted bi-monthly.

#### Deliverable: Describe the deliverable the grantee expects from this task

The City expects to see continued adoption by customers, as driven by Dropcountr marketing and outreach efforts. Similarly, due to the development of new features and tools, the City expects to use meetings as an opportunity to improve the application of the Dropcountr program and provide any necessary feedback.

## Budget and Schedule

This Statement of Work shall be accompanied by a combined Budget and Schedule that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in excel format.

## Reporting Requirements

**Progress Reports:** The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order, or the execution of a contract. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues. The CWCB may withhold reimbursement until satisfactory progress reports have been submitted.



**Final Report:** At completion of the project, the applicant shall provide the CWCB a Final Report on the applicant's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

The CWCB will withhold disbursement the last 10% of the budget until the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

### **Payment**

Payment will be made based on actual expenditures and must include invoices for all work completed. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

Costs incurred prior to the effective date of this contract are not reimbursable. The last 10% of the entire grant will be paid out when the final deliverable has been received. All products, data and information developed as a result of this contract must be provided to CWCB in hard copy and electronic format as part of the project documentation.

Performance measures for this contract shall include the following:

(a) **Performance standards and evaluation:** Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in Exhibit B. Per Water Plan Grant Guidelines, the CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

(b) **Accountability:** Per Water Plan Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per Water Plan Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment.

(c) **Monitoring Requirements:** Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) **Noncompliance Resolution:** Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.



### Water Plan Grant - Exhibit B Budget and Schedule

Name of Water Project	City of Louisville Dropcount-Rachlo Customer Engagement & Analytics Program
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## EXHIBIT C, SAMPLE OPTION LETTER

<b>State Agency</b> Department of Natural Resources Colorado Water Conservation Board (CWCBC) 1313 Sherman St, Room 718 Denver, CO 80203	<b>Option Letter Number</b>  
<b>Grantee</b> City of Louisville 749 Main Street Louisville, CO 80027	<b>Original Agreement Number</b> CMS 128324 CTGG1 2019-3219
<b>Current Agreement Maximum Amount (Initial Term)</b>	<b>Option Agreement Number</b> CMS CTGG1
	<b>Agreement Performance Beginning Date</b>
	<b>Current Agreement Expiration Date</b>

**1. OPTIONS:**

A. Option to extend for an Extension Term

**2. REQUIRED PROVISIONS:**

A. **For use with Option 1(A):** In accordance with Section 2.C., of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning \_\_\_\_\_ and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

**3. OPTION EFFECTIVE DATE:**

B. The effective date of this Option Letter is upon approval of the State Controller or (Date), whichever is later.

<p style="text-align: center;"><b>STATE OF COLORADO</b>  <b>John W. Hickenlooper, Governor</b>          Department of Natural Resources          Colorado Water Conservation Board</p> <p>By: _____          Signature</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.  <b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____          Signature</p> <p>Name: _____</p> <p>Title: _____</p> <p>Option Effective Date: _____</p>
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