

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

APPROVE AND AUTHORIZE AN AGREEMENT WITH SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS FOR DEVELOPMENT OF A NEW MASTER PLAN OF DRAINAGE, (WATERSHED MANAGEMENT PLAN), FOR THE APPLE VALLEY AREA.

Summary Statement:

The development of a new Master Plan of Drainage is becoming a critical path issue for Apple Valley. The current Master Plan of Drainage presents solutions to drainage that are applications of conventional storm drain methods and technology. Unfortunately, the construction of conventional storm water conveyance systems do not take maximum advantage of ground water re-charge opportunities, and can result in very large regional facilities (500'-wide concrete trapezoidal channels) that are cost prohibitive. New and developing methodologies, including what has come to be known as Low Impact Development (LID), integrate the use of detention/ retention basins and groundwater re-charge facilities that are designed to capture and infiltrate storm runoff where it occurs. The LID approach offers more desert-appropriate and environmentally sensitive sub-regional solutions that can be incrementally constructed as development occurs. It is intended that the new Master Plan of Drainage will incorporate these elements and evolve into a broader Watershed Management Plan, evaluating and applying alternative LID storm water mitigation methods that include multiple sub-regional detention and infiltration facilities that may be constructed by developers, and integrating them with strategically placed public regional facilities.

(Continued)

Recommended Action:

That the Town Council approve the Master Plan of Drainage Agreement with San Bernardino County, subject to approval as to form by the Town Attorney and as to content by the Town Manager, and authorize the Mayor to execute said Agreement.

Proposed by: Engineering Division **Item Number** _____

T. M. Approval: _____ **Budgeted Item** **Yes** **No** **N/A**

Summary Statement
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It is hoped that such a system, when completed as part of a basin-wide master plan, will provide the designated level of flood protection that is required for development of the areas surrounding, and tributary to, the Apple Valley Dry Lake, as well as providing methods for improving ground water recharge, and enhancing flood hazard protection throughout the Town of Apple Valley. The application of LID methodologies is consistent with current National Pollutant Discharge Elimination System (NPDES) goals, and will enhance water quality protection for all drainage areas within Apple Valley. Until such a watershed-wide master plan is developed, it remains very difficult for staff to anticipate future improvements and properly condition developments for future regional facilities.

At the May 4, 2010 Zone 4 Advisory Committee Fiscal Year 2010-2011 Budget Hearing Meeting, the County of San Bernardino pledged to provide half of the estimated cost of developing a new Apple Valley Master Plan of Drainage, up to a maximum amount as defined in the attached Agreement. Prior to beginning work on the new Master Plan of Drainage, a new San Bernardino County Hydrology Manual Update for the High Desert Region was needed, and it is anticipated that this updated Manual will be completed within the next few months. The attached Agreement is for the development of the New Apple Valley Master Plan of Drainage and will allow work to commence as soon as the New Hydrology Manual is complete.

In order to authorize the proposed Agreement, the Town Council should approve and adopt the recommended form motion.

Attachments

Agreement for Development of a New Apple Valley Master Plan of Drainage.

FOR OFFICIAL USE ONLY

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IF E I



San Bernardino County

FLOOD CONTROL DISTRICT

<input checked="" type="checkbox"/> New	Vendor Code		Dept.	Contract Number		
<input type="checkbox"/> Change	INSERT HERE		SC	A		
<input type="checkbox"/> Cancel						
			Dept.	Orgn.	Contractor's License No.	
Flood Control District						
Contract Representative				Telephone		Total Contract Amount
Melissa Walker				(909) 387-8120		\$312,500
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other: _____						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
				\$	\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
RFQ	094	094	200	2445	19F02199	\$312,500
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Project Name			Estimated Payment Total by Fiscal Year			
Apple Valley			FY	Amount	I/D	FY Amount I/D
Master Plan of Drainage			09/10	\$312,500	___	___ ___ ___
_____			_____	_____	_____	_____
_____			_____	_____	_____	_____

THIS AGREEMENT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereinafter called the DISTRICT, and

Name Town of Apple Valley

Address 14955 Dale Evans Parkway
Apple Valley CA 92307

Telephone 760-240-7000 Federal ID No. or Social Security No. _____

hereinafter called TOWN

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, the San Bernardino County Flood Control District (hereinafter referred to as "**DISTRICT**") and the Town of Apple Valley (hereinafter referred to as "**TOWN**") are signatories to this **AGREEMENT** and shall be collectively referred to as "the **PARTIES**" or individually as "**PARTY**"; and

WHEREAS, the Apple Valley Master Plan of Drainage (hereinafter called "**MPD**") encompasses drainage facilities in the Apple Valley watershed which is mostly maintained under the jurisdiction of the **TOWN**; and

WHEREAS, both **TOWN** and **DISTRICT** contracted for the preparation of the previous **MPD** which was prepared in 1989 and has been used as a guideline in assisting the **TOWN** in developing a watershed management plan; and

WHEREAS, the **MPD** assists both **TOWN** and **DISTRICT** in long range planning of regional flood control facilities; and

WHEREAS, the **TOWN** and **DISTRICT** have determined that the existing **MPD** should be updated periodically to reflect new hydrologic modeling techniques, better rainfall-runoff data, and the construction of new facilities; and

WHEREAS, the **PARTIES** have determined the **MPD** update should be a Watershed Management Plan (hereinafter called "**PLAN**") and will reflect current land use and guidelines; and

WHEREAS, the **DISTRICT** is currently updating the methodology for the desert hydrology which shall be incorporated into this **PLAN**; and

WHEREAS, **TOWN** desires to act as the lead agency in the development of the **PLAN**; and

WHEREAS, the total projected costs for the **PLAN** is estimated to be \$500,000; and

WHEREAS, the Zone 4 Advisory Committee, at its July 13, 2006 Quarterly meeting agreed to the **PARTIES** equal funding contribution towards the cost of the **PLAN**; and

WHEREAS, the **PARTIES** agree that in no event shall **DISTRICT** be responsible for **PLAN** costs in excess of \$312,500 (25% over the estimated equal funding contribution of \$250,000); and

WHEREAS, the **PARTIES** desire to set forth the responsibilities and obligations of each as they pertain to such participation and funding of the proposed **PLAN**.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I

1.0 **TOWN AGREES TO:**

- 1.1 Act as lead agency to oversee and administer a contract with a consultant, who shall be registered as a professional engineer pursuant to the California Business and Professions

Code, to prepare the **PLAN** which will replace the Apple Valley Master Plan of Drainage dated 1989.

- 1.2 Develop a Request for Proposal and enter into a professional services contract with a consultant (hereinafter called "**CONSULTANT**") to prepare the **PLAN** subject to the review and recommendation of the Flood Control Engineer, or designee, of the **DISTRICT**.
- 1.3 Solicit, award, administer and fund the contract for the **PLAN**.
- 1.4 Allow a representative from the **DISTRICT** to participate in the **CONSULTANT** selection process.
- 1.5 **TOWN** shall provide **DISTRICT** an opportunity to review and comment on the proposed contract between **TOWN** and **CONSULTANT**. **DISTRICT**'s Flood Control Engineer, or designee, is authorized to review and comment on the proposed contract. **TOWN** shall not award a contract until after it has received written confirmation from **DISTRICT** that **DISTRICT** has completed its review of the proposed contract.
- 1.6 Require the **CONSULTANT** to prepare the **PLAN** in accordance with **DISTRICT** guidelines and hydrology which includes secondary facilities and regional facilities where "regional" refers to facilities with 100-year flows of 750 CFS or greater and/or with watersheds equal to or greater than 640 acres.
- 1.7 Provide notification to the **DISTRICT** of any meetings related to the **PLAN** preparation and schedule meetings to ensure that a **DISTRICT** representative can attend.
- 1.8 Provide **DISTRICT**, upon request, with copies of all reports, and other technical documents related to the **PLAN**, and coordinate progress and obtain comments from **DISTRICT** on preliminary **PLAN** prior to the **PARTIES'** approval of the final **PLAN**, including all backup data and digital information.
- 1.9 Submit drafts of the **PLAN** (at 35%, 65% and 95% completion) for **DISTRICT** review and approval, with itemized accounting of all actual costs, including supporting documentation. **DISTRICT**'s Flood Control Engineer, or designee, is authorized to review and comment on the draft plans.
- 1.10 Upon **DISTRICT** approval and acceptance of the hydrology for the **PLAN**, submit an initial request for reimbursement in an amount equal to half of the actual costs of the **PLAN** incurred to date, including all supporting data, in accordance with Section 2.6.
- 1.11 Upon approval and acceptance of the final **PLAN** by the **PARTIES**, submit to **DISTRICT** an additional request for reimbursement with final itemized accounting and invoicing of all actual costs for the **PLAN** funded by the **TOWN**, including all supporting data, in an amount equal to half of the actual costs of the **PLAN** incurred to date, in accordance with Section 2.6.
- 1.12 Require **CONSULTANT**, and its contractors and vendors working on the **PLAN** to have appropriate and adequate insurance coverage for the mutual protection and benefit of the

PARTIES and **TOWN** shall include in any contract language substantially similar to the following paragraph:

“Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and professional Liability policies, shall contain additional endorsements naming the **DISTRICT, TOWN** and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the **DISTRICT** or **TOWN** to vicarious liability but shall allow coverage for the **DISTRICT** and **TOWN** to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement from ISO, CG 2010.11.85.”

- 1.13 Include in the professional services contract with the **CONSULTANT** language substantially similar to the following indemnity paragraph:

“**CONSULTANT** shall defend and indemnify **DISTRICT** and **TOWN** for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of **CONSULTANT**.”

- 1.14 Upon completion of the final **DISTRICT** approved **PLAN**, require the **CONSULTANT** to provide each **PARTY**: a copy of the final **PLAN**, two (2) original sets and one (1) electronic version of the final **PLAN**.
- 1.15 Retain or cause to be retained for audit by the **DISTRICT** or other government auditors for a period of three (3) years from the date of the final payment, all records and accounts relating to the **PLAN**.

SECTION II

2.0 **DISTRICT** AGREES TO:

- 2.1 Fund 50% (in an amount not to exceed \$312,500) of the total cost for professional services to develop the **PLAN**, currently estimated at \$500,000. In the event the total cost for professional services to develop the **PLAN** exceeds 25% of the estimated cost of \$500,000 (\$625,000), **TOWN** shall pay all costs in excess of \$625,000.
- 2.2 Participate in the **CONSULTANT** selection process with the **TOWN**, including commenting on and approving the scope of work, as provided for in Section I.
- 2.3 Review and comment on specifications, cost estimates, environmental documentation and additional documents submitted for preparation of the **PLAN** and additional documents submitted. **DISTRICT**’s Flood Control Engineer, or designee, is authorized to review and comment on the documents identified in this paragraph.
- 2.4 Upon the approval and acceptance by the **DISTRICT** of the hydrology for the **PLAN**, pay 50% of actual costs of the **PLAN** incurred to date (in an amount not to exceed \$156,250).

- 2.5 Pay the balance of the **DISTRICT's** 50% funding obligation of the total cost for professional services to develop the **PLAN** to the **TOWN** upon approval and acceptance of the final **PLAN** by both **PARTIES**.
- 2.6 Reimburse **TOWN** within thirty (30) days of request of reimbursement and itemized statement, setting forth all actual **PLAN** costs incurred by **TOWN** to date, and which have not already been paid by **DISTRICT**, together with adequate documentation of said expenditures, submitted pursuant to Sections 1.10 and 1.11. Any remaining costs are to be reimbursed within one (1) year of completion and approval of **PLAN**.

SECTION III

3.0 IT IS FURTHER UNDERSTOOD AND AGREED:

- 3.1 The Effective Date of Acceptance of the **AGREEMENT** shall be the first date upon which all of the following has occurred: (1) the **TOWN** Council and **DISTRICT** Board have approved the **AGREEMENT**; and (2) the authorized representative of each has signed the **AGREEMENT**; and (3) a fully executed copy of the **AGREEMENT** has been submitted to all **PARTIES**.
- 3.2 All of the **DISTRICT's** revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the **DISTRICT** in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this **AGREEMENT** are subject to the prior pledge of revenues described above. **DISTRICT** payments pursuant to this **AGREEMENT** will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the **DISTRICT** from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the **DISTRICT** (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the **DISTRICT** pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the **DISTRICT**, investment income and all other money howsoever derived by the **DISTRICT** from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the **DISTRICT**, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the **DISTRICT**.
- 3.3 All payments shall be made via electronic funds transfer (EFT) directly deposited into the **PARTIES** designated checking or other bank account. **PARTIES** shall promptly comply with directions and accurately complete forms provided to process EFT payments.

3.4 American Recovery and Reinvestment Act Funding (ARRA).

If this **AGREEMENT** is funded in whole or in part by ARRA funds, **TOWN**, and **TOWN's** contractors and consultants shall comply with the following provisions:

Use of ARRA Funds and Requirements. This Agreement may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alternation, maintenance or repair of a public building or public work (both as defined in 2 CPR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for waiver must be made to the District for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage requirements. The **TOWN** must contact the District contact if they have any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. The **TOWN** will also be required to provide detailed information regarding compliance with the Buy American requirements they have under ARRA. The information may be required as frequently as monthly or quarterly. The **TOWN** agrees to fully cooperate in providing information or documents as requested by the District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

TOWN may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its contractors/subcontractors also register in the same database. **TOWN** must contact the District with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. **TOWN** agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by

Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, **TOWN** agrees to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

TOWN may be required to provide detailed information regarding expenditures so that the District may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. **TOWN** agrees to fully cooperate in providing information or documents as requested by the District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

3.5 Indemnification and Insurance.

Indemnification. **DISTRICT** and **TOWN** shall defend, indemnify and hold the other **PARTY**, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the indemnifying **PARTY**, its officials, officers, employees, or agents in the performance of this **AGREEMENT**, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to the indemnifying **PARTY**'s obligation to indemnify shall be for acts of negligence or willful misconduct of the indemnified **PARTY**, its officials, officers, employees, or agents. This is a comparative negligence provision and each **PARTY** shall bear their own costs to the extent to which they are each negligent. The indemnifying **PARTY** shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the indemnified **PARTY**, its officials, officers, employees, volunteers and agents. The indemnifying **PARTY** shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified **PARTY**, its officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. Each **PARTY**'s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the other **PARTY**, its officials, officers, employees, volunteers and agents.

Insurance. The **PARTIES** warrant that the **PARTIES** are self-insured public entities for purposes of Professional Liability, General Liability, and Workers' Compensation insurance. The **PARTIES** warrant that through their programs of self-insurance, they have adequate Professional Liability, General Liability and Workers' Compensation insurance to provide coverage for liabilities arising out of the **PARTIES**' performance of this **AGREEMENT**.

3.6 Time is of the essence for each and every provision of this **AGREEMENT**.

- 3.7 If, upon opening of proposals for the **PLAN**, the proposals indicate the actual cost for the **PLAN** will be no more than 25% above the estimated cost, **TOWN** may award the contract pursuant to the terms and conditions of Sections I and II. Any additional costs under this **AGREEMENT** over \$500,000 but at or under \$625,000, will be shared equally by the **PARTIES**.
- 3.8 If, upon opening of proposals for the **PLAN**, proposals indicate the actual cost of the **PLAN** will exceed 25% of the estimated cost, **PARTIES** shall endeavor to agree upon an alternative course of action. If, after thirty (30) days, an alternative course of action is not mutually agreed upon in writing, this **AGREEMENT** shall be deemed to be terminated by mutual consent.
- 3.9 If a **PARTY** requests additional work that is beyond the scope of this **AGREEMENT**, said work will be paid solely by the **PARTY** requesting the work.
- 3.10 Since the **PARTIES** or their agents have participated fully in the preparation of this **AGREEMENT**, the language of this **AGREEMENT** shall be construed simply, according to its fair meaning, and not strictly for any or against any party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this **AGREEMENT**.
- 3.11 No supplement, modification, or amendment of this **AGREEMENT** shall be binding unless executed in writing and signed by all **PARTIES**.
- 3.12 All notices, approvals, consents or other documents required or permitted under this **AGREEMENT** shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three days after deposit in the United States mail, certified, with first class postage fully prepaid, addressed as follows:
- | | |
|---|--|
| Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley CA 92307 | County of San Bernardino
Flood Control District
825 East Third Street
San Bernardino, CA 92415-0835 |
|---|--|
- 3.13 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a **PARTY** shall give the other **PARTY** any contractual rights by custom, estoppel, or otherwise.
- 3.14 This **AGREEMENT** shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this **AGREEMENT** invalid, illegal, or

otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this **AGREEMENT** is frustrated. Any dispute or action to enforce any obligation under this **AGREEMENT** shall be filed and resolved in the appropriate Superior Court in the County of San Bernardino, California. In the event of litigation arising from this **AGREEMENT**, each **PARTY** to the **AGREEMENT** shall bear its own costs, including attorney's fees. This provision concerning costs shall not apply to costs or attorney's fees relative to sections 1.13 and 3.5 of this **AGREEMENT**.

- 3.15 Except with respect to the **PARTIES'** indemnification obligations contained herein, this **AGREEMENT** shall terminate upon the Effective Date of Completion and final payment by the **DISTRICT** to **TOWN**.
- 3.16 This **AGREEMENT** contains the entire **AGREEMENT** of the **PARTIES** with respect to subject matter hereof, and supersedes all other prior negotiations, understandings or contracts. This **AGREEMENT** may only be modified in writing, signed by all **PARTIES**.
- 3.17 This **AGREEMENT** may be cancelled upon thirty (30) days written notice of any **PARTY**, provided however, that no **PARTY** may cancel this **AGREEMENT** without cause after **TOWN** awards a contract for the professional services described herein.
- 3.18 This **AGREEMENT** may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, this **AGREEMENT** has been fully executed on behalf of the **DISTRICT** by its duly authorized representative and the **TOWN** has caused the same to be executed in its name and on its behalf by its duly authorized representative.

This **AGREEMENT** shall inure to the benefit of and be binding upon the successors and assigns of all **PARTIES**.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

► _____
GARY C. OVITT, Board Chairman

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch, Secretary

By _____
Deputy

Approved as to Legal Form

Reviewed by Contract

Presented to Board for Signature

▶	Compliance	▶
Counsel	▶	▶
Date _____	Date _____	Date _____

Rev 080307

