

Attachment B

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**MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF MONTEREY
AND CARMEL AREA WASTEWATER DISTRICT REGARDING CARMEL
RIVER FLOOD RESTORATION AND ENVIRONMENTAL
ENHANCEMENT PROJECT**

This Memorandum of Agreement dated for reference purposes only April 25, 2023 (hereinafter, "**Agreement**") is entered into by and between the COUNTY OF MONTEREY ("**County**"), a political subdivision of the State of California, and the CARMEL AREA WASTEWATER DISTRICT ("**CAWD**"), a district organized in accordance with the California Sanitary District Act of 1923, (each a "**Party**" and collectively the "**Parties**"), effective as of the last date of signature by all Parties (the "**Effective Date**"), in reference to the facts and circumstances hereinafter described.

RECITALS

A. The lower reach of the Carmel River Basin was the site of multiple expensive and severe flooding incidents in 1958, 1995 and 1998. Since 1995, landowners and local agencies have been working collaboratively to develop a restoration concept for the lower Carmel River Basin to address flood control, environmental and habitat issues in the area.

B. In 2004, the California Department of Parks and Recreation ("**State Parks**") implemented the first phase of lower Carmel River restoration with the Carmel River Lagoon Restoration Project at Carmel River State Beach on the west side of State Route 1 ("**SR 1**").

C. Beginning in 2007, Big Sur Land Trust (BSLT) obtained several sources of federal and state grant funds to assess the feasibility of and to develop conceptual design plans for the next phase of lower Carmel River restoration, connecting the floodplain west of SR 1 with proposed restoration east of the highway corridor. The resulting plan is referred to as the Carmel River Floodplain Restoration and Environmental Enhancement Project (the "**CRFREE Project**" or "**Project**").

D. The Project is located immediately east and west of SR 1, just south of the existing Carmel River Bridge at the downstream end of the Carmel River Watershed, approximately one-half mile from the river mouth. The Project site is located on real property owned respectively by State Parks, BSLT, and Monterey Peninsula Regional Park District.

E. The Final Certified EIR/EA for the Project (as defined below) identifies two proposed interdependent components: i) the "**Floodplain Restoration**"; and ii) the "**Causeway**".

F. On November 1, 2010, the California Department of Transportation (“**Caltrans**”) approved a Project Study Report for the Causeway. The County and Caltrans entered into Cooperative Agreement No. 05-0234, effective May 6, 2014, for the construction of the Causeway component of the Project (the “**Cooperative Agreement**”). Through the Cooperative Agreement with Caltrans, the County is the Lead Agency for purposes of environmental review under the California Environmental Quality Act (CEQA), and Caltrans is the Lead Agency for the Causeway component of the Project in accordance with the requirements of the National Environmental Policy Act (NEPA).

G. In May 2015, the United States Fish and Wildlife Service (USFWS) and Caltrans District 5 Office of Local Assistance (as the delegated authority for the Federal Highway Administration [FHWA]¹) entered into an agreement to serve as the federal lead and cooperating agency, respectively, in accordance with the requirements of NEPA (40 CFR §1501). This cooperative agency relationship does not replace the Cooperative Agreement 0234 described in Recital F above.

H. On March 8, 2019, a Draft Environmental Impact Report/Environmental Assessment (“**Draft EIR/EA**”) on the Project was released for a 45-day public review period. Staff prepared a Final EIR/EA consisting of the Draft EIR/EA, Appendixes, Technical reports, comments, and responses to comments.

I. On January 28, 2020, the County Board of Supervisors certified the CRFREE Project Final Environmental Impact Report/Environmental Assessment (“**Final Certified EIR/EA**”) (Board of Supervisors Resolution No. 20-015).

J. On October 30, 2020, the USFWS issued a Finding of No Significant Impact (FONSI).

K. On June 15, 2021, the County Board of Supervisors approved the Project, which is the Preferred Alternative described in the Final Certified EIR/EA, authorized County staff to apply for and obtain permits and entitlements for the Project, and adopted a Mitigation Monitoring and Reporting Program that incorporates the mitigation measures from the Draft EIR/EA, instead of the Final Certified EIR/EA.

L. CRFREE Project planning, design, construction, and other pre-construction and post-construction expenses are funded through a combination of state and federal grant funds. The County has obtained and continues to seek additional grant funding for the Project from state and federal agencies.

¹ Memorandum of Understanding between the Federal Highway Administration and the California Department of Transportation for improvements to the state highway system per the California Streets and Highway Code sections 114 and 130 (June 4, 2014).

M. CAWD is an independent special district that provides collection, treatment, and disposal of wastewater for an approximate 5.5 square mile service area. The service area includes Carmel-by-the-Sea and surrounding areas in unincorporated Monterey County. CAWD operates a wastewater treatment plant on the south bank of the Carmel River. CAWD's facilities include a treated wastewater outfall pipeline and a sewage force main ("**CAWD Pipelines**") within the south arm of the Carmel River Lagoon within unincorporated Monterey County.

N. The Final Certified EIR/EA on the CRFREE Project concluded that, under the proposed Project conditions, increases in flood elevation, flow velocities and debris flow forces during a 10-year flood event have potentially adverse impacts, made less than significant with the Mitigation Measures on the CAWD Pipelines set forth in the EIR/EA as Mitigation Measures HF-3, HF-4 and HF-5, as recited below. The Final Certified EIR/EA identified that, in light of CAWD's need to ensure the long-term viability of its infrastructure taken together with the impacts of the Project on the CAWD Pipelines, the preferred approach to protect the CAWD Pipelines from the potential increased flow velocity and woody debris is to place the CAWD Pipelines underground below the south arm of the Carmel River Lagoon or other sufficient equivalent measure within the discretion of CAWD to determine ("**Undergrounding Project**").

O. The Final Certified EIR/EA included the following final mitigation measures (the "Mitigation Measures") to avoid the potential physical impacts of the CRFREE Project (referenced therein as "Proposed Project") on the CAWD Pipelines:

HF-3 The County shall avoid the potential impacts to the existing CAWD outfall and sewer force main pipelines by phasing construction of the Proposed Project so that the Undergrounding Project is complete prior to any Proposed Project changes to the existing floodplain conditions. The Proposed Project shall include the following measures to protect the CAWD outfall and sewer force main pipelines from any negative impacts from the Proposed Project:

1. The existing south bank river levee will remain intact until the Undergrounding Project is complete and CAWD has provided timely written notification to the County of completion.
2. The temporary SR 1 detour road, which will be constructed to an elevation equal to the existing SR 1 embankment to function as a barrier to maintain flows equal to the existing condition during a flood event, shall remain intact until the Undergrounding Project is complete and CAWD has provided timely written notification to the County of completion.

HF-4 If the Proposed Project proceeds, the Undergrounding Project is necessary to avoid potentially significant impacts to CAWD's infrastructure. The County shall negotiate in good faith for an agreement with CAWD to

address funding and implementation of the Undergrounding Project in order to avoid potential impacts of the Proposed Project.

HF-5 The County shall not issue a Notice to Proceed to commence construction of the Proposed Project until all of the following have occurred:

A. The County has received in writing the following assurances from CAWD:

1. CAWD has obtained all required governmental approvals to proceed with the Undergrounding Project; and
2. CAWD has awarded a construction contract to construct the Undergrounding Project; and

B. The County shall not issue a Notice to Proceed to commence construction of the Proposed Project unless and until CAWD has provided written assurance that, in its opinion, the necessary funding for the Undergrounding Project has been secured in order for CAWD to proceed, and the County has concurred.

C. The agreement referenced in HF-4 between CAWD and County has been fully executed.

(As used herein, "Notice to Proceed" means authorization to the contractor to commence construction.)

P. On or about August 26, 2021, CAWD adopted a Mitigated Negative Declaration ("**CAWD MND**") and approved the "CRFREE Mitigation Pipeline Undergrounding Project" which CAWD describes as a project "to replace existing wastewater pipelines that currently span the south arm of the Carmel River Lagoon with new pipelines installed deep below the bed of the lagoon so that they would not be subject to damage by increased river flows in the south arm created by the CRFREE project being proposed by Monterey County."

Q. CAWD was awarded a grant in the amount of \$750,000 from the State Coastal Conservancy (Agreement Number 19-48 dated May 29, 2020) for funding of certain costs of the Undergrounding Project, as set forth therein (the "**SCC Grant**").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to set forth the parties' mutual understandings and interim agreements during the Term (as defined in Section 7 below) of this Agreement with respect to County's contribution to funding of the Undergrounding Project, the payment procedures, and coordination of construction of the Undergrounding Project and CRFREE Project. CAWD and the County intend to negotiate in good faith a mutually agreeable final and definitive "**Funding Agreement**," the terms of which shall be acceptable to each Party in such Party's sole and absolute discretion, and CAWD shall be responsible for preparing the initial draft of such Funding Agreement. Upon execution of such Funding Agreement, the obligations of the Parties under this Agreement shall be superseded by such Funding Agreement and this Agreement shall terminate.

2. GENERAL TERMS

2.01 The most recent cost estimate for the Undergrounding Project, at 90 percent design, was prepared in July 2022 (the "**2022 Construction Costs Estimate**"). The 2022 Construction Cost Estimate was approximately \$8,000,000, and CAWD believes that the 2022 Construction Cost Estimate is now not an accurate estimate due to continuing and significant increases in construction costs resulting from adverse changes and continuing uncertainty in market conditions, increased costs of construction materials and labor, increased inflation, continuing supply chain disruptions, and other factors. Promptly following approval and execution of this Agreement by both parties, CAWD shall undertake an updated cost estimate which shall include all costs required to plan, construct and complete the Undergrounding Project, including without limitation direct construction costs, soft costs associated with the planning, managing and monitoring of construction, and a design estimating contingency of fifteen percent (15%), but shall not include CAWD internal staff time (hereafter, the "**Updated 2022 Construction Costs Estimate**"). The Updated 2022 Construction Costs Estimate shall not include CAWD's expenditures to date for CAWD's design, planning, environmental review, and entitlement of the Undergrounding Project (in the aggregate, "**CAWD Planning Costs**"), but only to the extent that such costs have been or will be funded by the SCC Grant. For the reasons described above, CAWD believes that the Updated 2022 Construction Costs Estimate may exceed the 2022 Construction Costs Estimate. Prior to the approval and execution of the Funding Agreement, CAWD may undertake a further updated construction cost estimate consistent with the requirements for the Updated 2022 Construction Costs Estimate as set forth in this Section 2.01, or the County may, by written notice to CAWD, request that CAWD undertake such further updated construction cost estimate.

2.02 The Parties intend that the Undergrounding Project shall be funded by grants to the maximum extent feasible.

2.03 County acknowledges the importance to CAWD of the Mitigation Measures HF-3, HF-4, and HF-5, and that the Mitigation Measures were the result of lengthy negotiations between the County and CAWD in the months leading up to the certification of the Final EIR by the County Board of Supervisors.

County acknowledges and agrees that (i) the County shall notify CAWD at least thirty days in advance of any intent to modify the Mitigation Measures which were included in the Final Certified EIR/EA to avoid potential physical impacts of the CRFREE Project on the CAWD Pipelines, (ii) promptly following any such notice, at least twenty business days in advance of any scheduled County action to modify the Mitigation Measures the County and CAWD shall meet and confer in good faith to endeavor to avoid any adverse impacts on the CAWD Pipelines that could result from any such proposed modifications, (iii) in connection with construction of the CRFREE Project, the County shall fully comply with and implement the Mitigation Measures in such a manner as to avoid any adverse impacts on the CAWD Pipelines, (iv) any proposed modification to the Mitigation Measures HF-3, HF-4, and HF-5 shall be subject to environmental review pursuant to CEQA and any action to modify the Mitigation Measures shall be reviewed and considered by the Board of Supervisors of the County of Monterey and adopted by a vote of at least three members of said Board in order to be effective, (v) CAWD shall be given timely prior actual notice of all County agendas that contain any item regarding said Mitigation Measures, and (vi) CAWD shall bear no financial responsibility or obligation for funding the construction costs and any costs in excess of the Updated 2022 Construction Costs Estimate (hereafter, the “Total Construction Costs”), unless CAWD in its sole and absolute discretion agrees in writing in the future to bear any such additional costs in the course of construction of the Undergrounding Project. The payment terms herein are also intended to accommodate CAWD’s requirement that CAWD not be responsible to advance any of its funds for payments of Total Construction Costs to CAWD’s contractors.

2.04 County shall include the Undergrounding Project in its applications for grants for the CRFREE Project. County or CAWD will be the grant applicant/recipient depending on the funding source and criteria. Costs incurred by CAWD in excess of the Updated 2022 Construction Costs Estimate will be addressed in the Funding Agreement as further described below.

2.05 The Parties acknowledge that, no later than May 31st of the year preceding the start of construction of the Undergrounding Project, all funding source(s) for the Undergrounding Project must be secured by the County and a Funding Agreement must be executed by the Parties. If this deadline is not met, the Parties shall meet and confer to assess options for starting construction in the following year.

2.06 CAWD shall administer the public contracting process for the Undergrounding Project, including developing plans and specifications, going out to bid, and awarding the bid. Throughout the process, CAWD shall consult in good faith with the County for the purposes of the following: a) cost control; b) timing of construction; and c) coordination with the CRFREE Project.

2.07 If the final construction bids for the Undergrounding Project exceed the Updated 2022 Construction Costs Estimate, CAWD shall confer with the County before awarding any final construction contracts for the Undergrounding Project. CAWD and the County shall consider options to address such excess construction costs, including rejecting all bids and taking steps necessary to reduce costs (such as changes to plans and specifications) or taking steps necessary to raise additional funds. CAWD shall not award any construction contracts for bids that exceed the Updated 2022 Construction Costs Estimate unless County agrees in writing. CAWD and the County acknowledge and agree that CAWD's administration of the public contracting and bidding process, and the effectiveness of all contracts for the Undergrounding Project shall be conditioned upon County's receipt of all necessary funding as further provided in the Funding Agreement.

2.08 If, during the course of construction of the Undergrounding Project, cost overruns are incurred or anticipated to be incurred, CAWD shall promptly notify the County, and County and CAWD shall meet and confer as soon as practicable. CAWD will exercise due diligence and use commercially reasonable efforts to prevent or avoid cost overruns during construction, shall analyze change orders and claims by contractors that could result in cost overruns, and shall engage with its contractors to attempt to reduce or compromise contractor claims that could result in a cost overrun; provided however that County acknowledges and agrees that CAWD shall have no obligation to consider or approve any changes to its plans and specifications for the Undergrounding Project that would compromise the engineering and/or structural integrity of the Undergrounding Project. If, after following this process, CAWD determines in good faith and documents that a cost overrun is required to complete the Undergrounding Project, County shall secure additional sources of funding to cover any such required cost overruns, and CAWD shall cooperate with the County in securing such additional funding, as reasonably requested by the County. County, in partnership with Project co-sponsor BSLT, shall make all commercially reasonable efforts to secure additional sources of funds to cover required cost overruns not covered by existing grant funds. If, despite such efforts, the County and BSLT are unable to secure necessary additional funds, the Parties and BSLT shall meet and develop a mutually agreeable resolution.

2.09 CAWD shall be responsible for selecting and contracting with the contractors for the Undergrounding Project and shall be responsible for making payment to its contractors. CAWD anticipates that the number of its contractors will be approximately five, including a general contractor for construction and additional contractors for engineering services, construction management, and biological, archaeological, and tribal cultural monitoring during construction. CAWD shall comply with all federal, state, and local regulations in the selection of contractors for the Undergrounding Project and in the construction process. County shall have no

liability or legal responsibility for selection of contractors. Except as otherwise provided in this Memorandum of Agreement and the Funding Agreement, County shall have no legal or financial liability for the construction of the Undergrounding Project or for any disputes, claims, or litigation that may arise in connection with the design or construction of the Undergrounding Project.

3.0 PAYMENT PROCESS

3.01 For the purpose of enabling CAWD to pay the above-referenced contractors for the Undergrounding Project, County will provide advance funding to CAWD on a progress basis pursuant to the procedures specified herein. County will require a certified invoice for specific work already done by CAWD's contractors before County will advance funds to CAWD to pay its contractors for such work.

3.02 CAWD shall certify each contractor's invoice(s) as true and accurate before submitting such invoice to the County. CAWD shall also review each such invoice for completeness, meaning it contains all the information required by the County for obtaining reimbursement from the specific granting agency within five (5) business days of receipt of such invoices. For the purposes of this Agreement "business days" means Monday through Friday, excluding Federal and State holidays.

3.03 For construction contractor invoices, CAWD shall submit the complete certified invoices within five (5) business days of the receipt of the invoices. For non-construction contractor invoices, CAWD shall submit the complete, certified invoices to the County Department of Housing and Community Development (HCD) on a periodic basis, no more than two (2) times per month. Invoices shall be transmitted via email. The Parties understand that County HCD may not meet the timelines herein if CAWD submits certified invoices more frequently, submits invoices individually rather than in batches, or submits invoices that are not complete or not certified.

3.04 County HCD staff will promptly review the certified invoices from CAWD. If a certified invoice is complete as defined in Section 3.02 of this Agreement, County HCD staff will submit the complete, certified invoice to the County Auditor for payment. The County Auditor-Controller will transfer funds to CAWD by electronic funds transfer (via Automatic Clearing House, 'ACH') for receipt of such funds by CAWD no later than twenty (20) calendar days of the County Auditor-Controller's receipt of the complete, certified invoices from CAWD.

3.05 County will fund on a timely basis all payments to CAWD pursuant to Section 3.04 above. Without limiting County's obligations under Section 4.01, County shall be responsible for all costs, liabilities, losses, and any other damages if it fails to timely advance funding to CAWD within the times set forth in this Article 3.

3.06 CAWD will make payment to its contractors in the amount of the invoice certified for payment. CAWD will provide to the County written proof of such

payment to its contractors and such other documentation as County may reasonably require in order for County to obtain reimbursement from the appropriate grant funding agency.

3.07 Without limiting or modifying County's reimbursement obligations hereunder, County will promptly and diligently seek reimbursement from the appropriate grant funding agency for the payment made to CAWD for CAWD contractors' work.

4.0 INDEMNITY

Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Parties hereto or the results thereof. Each Party ("**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party, its directors, officers, agents, attorneys and employees ("**Indemnified Party**"), from and against any and all claims, liabilities, and losses for damages to property and injuries to or death of persons (including without limitation court costs and reasonable attorneys' fees) incurred by any and all third parties in connection with the Indemnifying Party's performance or activities (including without limitation any action or inaction of either the Indemnifying Party or any action or inaction of the Indemnifying Party's officers, employees, agents, contractors, and subcontractors) in connection with the CRFREE Project, the Undergrounding Project or this Agreement, but only to the extent such claims, liabilities, and losses are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees, and agents; provided however, in no event shall the Indemnifying Party be liable to the Indemnified Party for any special, consequential, special or punitive damages, nor shall any Indemnifying Party be liable to any Indemnified Party for any claims, liabilities and losses arising out of the willful misconduct or gross negligence of the Indemnified Party, its officers, employees, and agents. In the event of a claim or litigation brought against one or more of the Parties by a third party challenging the approval of this Agreement, the Parties agree to cooperate in the defense of said claim or litigation. The obligations of each Party under this Section 4 shall survive termination of this Agreement. Additionally, termination of this Agreement shall not nullify any of the Parties' obligations under funding sources, Project permits and entitlements.

5.0 INSURANCE

Each Party shall, at its sole cost, insure or self-insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, workers compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. Further, each Party shall require its agents, contractors, subcontractors and/or assignees in connection with the CRFREE Project and the Undergrounding Project (i) to indemnify, defend and hold harmless all Parties in respect to claims or liability which arise from the negligence or willful misconduct of said indemnifying agents, contractors, subcontractors and/or assignees and (ii) to carry insurance or self-insurance meeting the requirements of this section commensurate with the standards of the industry.

6.0 DISPUTE RESOLUTION

In the event of any dispute between the Parties regarding the CRFREE Project the Undergrounding Project, or any matter arising out of this Agreement, the County and CAWD shall meet and confer and make a good faith effort to resolve the dispute before commencing any litigation for a period not to exceed fifteen (15) business days. Each Party shall bear its own attorneys' fees and costs as specified in Section 8.07, including with respect to any alternative dispute resolution proceeding between the Parties arising out of this Agreement.

7.0 TERM AND TERMINATION

7.01 This Agreement shall continue in full force and effect from the Effective Date until terminated as set forth below (the "**Term**").

7.02 If the County is not able to secure grant funds for the Updated 2022 Construction Costs Estimate or the parties do not enter into the Funding Agreement by October 1, 2024, CAWD and County will meet and confer, and this Agreement may be terminated upon mutual written agreement of the Parties. If not terminated sooner, this Agreement will terminate upon mutual written agreement of the Parties when construction of the Undergrounding Project is complete, and all monetary transactions contemplated under this Agreement have been fully performed and completed to the reasonable satisfaction of both Parties.

7.03 This Agreement shall terminate upon the execution by the Parties of the approved Funding Agreement.

7.04 Termination of this Agreement shall not nullify either Party's obligations under third-party funding agreements to which it is a party.

8.0 MISCELLANEOUS

8.01 Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by overnight mail service with capacity to track delivery, sent by prepaid registered mail, or sent by confirmed email transmission, addressed to the other Party at the address set forth below, or such other address as such Party hereto may hereafter specify in writing to the other Party:

The County of Monterey
Attn: Erik V. Lundquist, AICP, Director
Housing and Community Development Department
1441 Schilling Place
Salinas CA 93901
Tel: (831) 755-5025
E-mail: lundquiste@co.monterey.ca.us

Carmel Area Wastewater District
Attn: Barbara Buikema
P.O. Box 221428
Carmel, CA 93922

8.02 This Agreement may be modified or amended only by written agreement of the Parties.

8.03 This Agreement shall be governed by the laws of the State of California.

8.04 Headings and captions in this Agreement are to facilitate reference only and do not form a part of this Agreement and shall not affect the interpretation hereof.

8.05 Each Party represents to the other that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.

8.06 This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise or other form of business relation. None of the Parties shall have, nor hold itself out as having, any right, power or authority to assume, create or incur any expenses, liability, or obligation on behalf of the other Parties, except as expressly set forth herein.

8.07 Each Party shall bear its own attorneys' fees and expenses and staff costs in the preparation and review of this Agreement. In the event that any Party hereto institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for an alleged breach or default of this Agreement, or the transactions contemplated hereby, or in the event any Party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, each Party shall bear its own costs and attorneys' fees.

- 8.08 This Agreement, together with all Exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes and replaces any and all prior understandings or agreements with respect thereto, including those understandings and agreements in letters, correspondence, memoranda or other expressions of intent from either party hereto or its agents that are prior to or contemporaneous in time to this Agreement.
- 8.09 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 8.10 If any provision of this Agreement is deemed by a court of competent jurisdiction to be unenforceable under applicable law, the remaining provisions shall in no way be affected and shall remain in full force.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, this Agreement is executed on the dates set forth below by the duly authorized representatives identified below:

COUNTY OF MONTEREY

By: _____
Erik V. Lundquist, AICP, Director Housing Community Development

Date: _____

Approved as to form:

Leslie J. Girard, County Counsel

By: _____
Mary Grace Perry, Deputy County Counsel

Date: _____

CARMEL AREA WASTEWATER DISTRICT

By: _____
[name, title]

Date: _____

Approved as to form:

District Counsel

By: _____

Date: _____

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