# INTERLOCAL COOPERATIVE AGREEMENT

THIS AGREEMENT is made by and between PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, WASHINGTON ("Douglas" or "Douglas PUD"), and PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY WASHINGTON ("Grant" or "Grant PUD"), collectively referred to as "Parties".

Recitals:

A. Public Utility Districts are authorized, pursuant to RCW Chapter 39.34 to enter into Interlocal Cooperative Agreements.

B. Grant desires to utilize a proportional share of the Methow Fish Hatchery owned and operated by Douglas for the expressed purpose of rearing anadromous spring Chinook smolts.

C. Grant also desires to fund a proportional share of the operation and maintenance, and monitoring and evaluation costs necessary to support the production of yearling spring Chinook smolts.

D. Douglas is willing to allow Grant to use a proportional share of the Methow Hatchery and to fund Douglas to raise, monitor and evaluate Grant's spring Chinook on the terms and conditions contained in this Agreement.

NOW THEREFORE; in consideration of the mutual promises and covenant contained herein, the Parties agree as follows:

1. TERM.

This Agreement shall remain in full force and effect until December 31, 2052 unless terminated earlier based upon written notice issued to the other Party at least eighteen (18) months in advance of the date of termination. This Agreement is to take effect on the day and year that both Grant and Douglas have signed the Agreement. The annual hatchery budget detailing shared costs will be updated annually following at least one (1) annual meeting between Grant and Douglas.

2. PURPOSE.

The purpose of this Agreement is to provide for the limited use of Douglas PUD's Methow Fish Hatchery by Grant PUD and Grant PUD's payment of costs related thereto. Both Parties agree that through utilization of this Interlocal Cooperative Agreement, savings to the customers of both utility districts can be achieved.

3. OWNERSHIP AND PRIORITY OF USE.

Notwithstanding any other provisions of this Interlocal Cooperation Agreement between the Parties, Douglas shall retain full ownership of the Methow Fish Hatchery, and its associated acclimation ponds and brood collection facilities funded under the terms of this Agreement. Douglas as the sole owner and operator of the Methow Fish Hatchery will have the final authority on all decisions pursuant to this Agreement. Any disputes hereunder shall be resolved by Dispute Resolution pursuant to Section 20 of this Agreement.

Throughout the term of this Agreement, Douglas will provide Grant with sufficient rearing capacity at the Methow Hatchery to rear up to 135,000 spring Chinook smolts, with the exception of 2013 and 2014, when Grant will be allowed to rear up to 200,000 spring Chinook at the Methow Hatchery. Should Douglas need to reclaim all or a portion of the spring Chinook rearing capacity reserved for Grant, then Douglas will provide Grant with notice at least three (3) years in advance of reclaiming capacity and Douglas shall reimburse Grant for that portion of spring Chinook rearing capacity reclaimed by Douglas. This Agreement will in no way impact Douglas PUD's ability to raise other groups or species of fish at the Methow hatchery, provided that those other programs do not prevent the Methow Hatchery from producing 135,000 spring Chinook for Grant PUD.

Douglas PUD's reimbursement to Grant will be equal to the proportion of Grant's spring Chinook rearing capacity reclaimed by Douglas multiplied by the total of Grant PUD's Debt Payments paid to Douglas during the term of this Agreement. Calculation of Douglas PUD's reimbursement to Grant PUD will assume a thirty (30) year useful life for Grant's Debt Payments. The reimbursement calculation will take into consideration the useful life remaining on the infrastructure being reclaimed.

Example

FYE 2023: Grant PUD's Total Debt Service Payments = $1,000
Assume Douglas reclaims fifty (50%) of Grant's spring Chinook capacity effective 9/1/23 (10 years of use).

Reimbursement Calculation:

| | |
|---|---|
| Grant's Total Debt Payments = $1,000 * (20 years remaining/30 year total life) = | $667 |
| Reclaimed Capacity | 50% |
| Douglas reimbursement owed to Grant in FYE 2024 | $333 |

4. SERVICES PROVIDED BY DOUGLAS.

Throughout the term of this Agreement, Douglas will continue to operate, maintain, and evaluate the Methow Fish Hatchery with adequate capacity to rear up to 135,000 of Grant's yearling spring Chinook smolts for release into the Methow Basin or other locations as requested by Grant PUD, with the exception of 2013 and 2014, when up to 200,000 Grant PUD spring Chinook are scheduled to be reared at the Methow Hatchery. This includes providing all necessary labor and materials including adult holding, spawning, incubation, juvenile rearing, and monitoring and evaluation. In consideration of the same, Grant shall make payment to Douglas consistent with the provisions of this Agreement.

5. FACILITY UTILIZATION RATE.

Grant PUD's Facility Utilization Rate for the operation, maintenance and evaluation activities being conducted in support of the Methow Fish Hatchery spring Chinook program will be calculated by dividing the monthly average weight of Grant PUD's fish by the total monthly averaged weight of all the fish scheduled for production at the Methow Fish Hatchery and then taking the average of that figure across twelve (12) months. The monthly average weight equals the target number of fish multiplied by the final fish-per-pound weight, regardless of the life stage on-station in any given month.

Grant PUD's Facility Utilization Rate at the Methow Fish Hatchery will vary depending upon Grant's desired level of production. Douglas PUD's Facility Utilization Rate is also expected to change depending upon Douglas PUD's desired levels of production. Table 1 below is an example of Grant's proportional use of the hatchery using information provided by Grant PUD during the development of this Agreement. It assumes that Grant PUD and Douglas PUD each request production of 134,126 and 29,123 yearling spring Chinook smolts, respectively. It also assumes that Douglas PUD would be spring-time acclimating up to 100,000 yearling

steelhead smolts at the Methow Hatchery and would be spawning and incubating 48,000 Twisp steelhead to the eyed egg stage at the Methow Hatchery. The actual Facility Utilization Rate will be calculated annually using the production requests submitted by all of the participants at the Methow Hatchery.

Table 1. Example of proportional use of the Methow Fish Hatchery by program and funding source.

**Proportion (Percentage) of Hatchery Usage Averaged Across Fiscal Year Months**

| | FY 2011/12 | FY 2012/13 | FY 2013/14 | FY 2014/15 |
|---|---|---|---|---|
| Grant | 37% | 49% | 67% | 74% |
| Grant (Chelan NNI Fish 2012 BY only) | 3% | 10% | 9% | 0% |
| **Grant Total** | **40%** | **59%** | **77%** | **74%** |
| Douglas Springers | 11% | 12% | 15% | 16% |
| Douglas Steelhead | 5% | 6% | 9% | 9% |
| **Douglas Total** | **15%** | **18%** | **23%** | **26%** |
| **Chelan** | **45%** | **23%** | **0%** | **0%** |
| Grand Total | 100% | 100% | 100% | 100% |

There are three categories of costs which together will determine the total costs Grant will pay to Douglas under the terms of this this Agreement. The cost categories are listed below in Section 6 (Categories of Costs):

6. CATEGORIES OF COSTS.

The following Categories of Costs are mutually exclusive.

A. **Annual Hatchery Costs.**

The Annual Hatchery Costs include hatchery operations, monitoring and evaluation, maintenance, studies and all other annual non-capital costs. Grant PUD's Annual Hatchery Costs will be calculated by multiplying Grant's Facility Utilization Rate times the Annual Hatchery Costs.

B. **Annual Debt Payment.**

The Annual Debt Payment is equal to the existing capital debt service payment for the development of the Methow Fish Hatchery as it existed on August 31, 2012. The majority of debt for the development of the Methow Hatchery will be paid off on August 31, 2018. Grant's proportionate share of the Annual Debt Payment is referred to as Grant's Annual Debt Payment. Grant's Annual Debt Payment is calculated by multiplying Grant's Capacity Utilization Rate times the Annual Debt Payment. Grant's Capacity Utilization Rate is calculated by dividing Grant's spring Chinook production at the Methow Hatchery by the total spring Chinook carrying capacity of the Methow Hatchery. As of August 2012, the total spring Chinook

carrying capacity of the Methow Hatchery was fixed at 550,000 spring Chinook smolts.

The Annual Debt Payment for the Methow Fish Hatchery, as of August 2012, was $556,141 per year. Grant's Capacity Utilization Rate is equal to thirty-six percent (36%) for 2013 and 2014, and twenty-five percent (25%) for 2015, 2016, 2017 and 2018. Grant's Annual Debt Payment at the thirty-six percent (36%) Capacity Utilization Rate is equal to $200,211 and at the twenty-five percent (25%) rate is equal to $139,035 per year. In the event Douglas refinances the Methow Hatchery debt prior to August 31, 2018, Grant's Annual Debt payment will be adjusted accordingly. After August 31, 2018, the Annual Debt Payment for Grant will be zero dollars per year.

C. **New Capital Costs.**

Grant PUD and Douglas PUD are required to agree to all New Capital Costs covered under this Agreement. Following agreement, Grant PUD will reimburse Douglas, at Grant's Facility Utilization Rate, for all future capital hatchery improvements funded by Douglas that either directly or indirectly affects Grant's fish or program. Grant PUD's share of those costs will be known as Grant PUD's New Capital Costs. Grant PUD's New Capital Costs will be calculated by multiplying the actual cost of the modifications, additions, renewals, replacements, betterments or improvements times Grant's Facility Utilization Rate.

To the extent that future capital costs are anticipated, Douglas will provide Grant with notification at least six (6) months prior to the anticipated costs being incurred. Should Douglas or Grant be the sole beneficiary of a New Capital Cost, then that Party shall be responsible for paying one hundred percent (100%) of the New Capital Cost. Should other parties participate in these New Capital Improvements, then their proportional share of the program shall reduce or off-set the New Capital Costs incurred by Grant and Douglas.

7. GRANT'S PAYMENT OF COSTS.

Provided Grant pays for its proportional share of the Annual Hatchery Costs, the Annual Debt Payments and any New Capital Costs associated with the operation of the Methow Fish Hatchery, Douglas will continue to rear Grant's spring Chinook smolts at the Methow Fish Hatchery.

Because the Wells Project fiscal year runs from September 1st to August 31st, quarterly invoices will be mailed to Grant at the end of each fiscal quarter. Invoices for one quarter of the estimated Annual Hatchery Costs and any actual New Capital Costs will be mailed to Grant within seven (7) days following December 1st, March 1st, June 1st and September 1st of each year that this Agreement is in effect. Within

one hundred-twenty (120) days following the end of the Wells Project fiscal year, and prior to the following year's first quarter invoice (December 1st invoice), Douglas will compare the estimated Annual Hatchery Costs billed to Grant versus the actual Annual Hatchery Costs received. If the estimated Annual Hatchery Costs are greater than the actual costs incurred, then the difference between the estimated and actual costs will be credited to Grant. Grant PUD's credit will be applied against Grant PUD's next quarterly invoice(s). If the estimated Annual Hatchery Costs billed to Grant are less than the actual costs, the difference will be invoiced to Grant and Grant will pay the invoice within thirty (30) days of receipt.

The invoice containing Grant's Annual Debt Payment will be submitted to Grant PUD within seven (7) days following August 31st of each year that this Agreement is in effect, provided that Grant shall not be required to pay any Annual Debt Payments after payment of the invoice for the August 31, 2018 Annual Debt Payment. Grant will pay this invoice within thirty (30) days of receipt.[1]

New Capital Costs will be billed to Grant based upon actual costs incurred and will be included within Grant's next quarterly billing invoice. Grant will pay this invoice within thirty (30) days of receipt.

**Invoice Submittal**
Douglas shall submit invoices to Grant as follows:

Rebecca Henricks, Sr. Contract Officer
Public Utility District No. 2 of Grant County, WA
PO Box 878
Ephrata, WA 98823
Or rhenric@gcpud.org with a copy to lwarren@gcpud.org
(509) 754-6750

8. INSURANCE

Douglas will carry and maintain the following liability insurance coverage during the term of this Agreement, subject to reasonable increases in the amount of coverage from time to time. Such insurance will indemnify Douglas PUD against covered loss or damage from liability imposed by law upon, or assumed under the Agreement by Douglas PUD or its subcontractors for damages on account of such public liability, property damage, products liability or completed operations liability.

[1] During the first year of the Interlocal Cooperative Agreement, Douglas will send Grant an invoice for the first year's Annual Debt Payment within ten (10) days of the Agreement being approved by Grant and Douglas. Grant is required to pay this invoice within thirty (30) days of receipt.

A) Commercial General Liability Insurance - $500,000 per occurrence/$1,000,000 aggregate.

B) Automobile Liability Insurance - $1,000,000 per occurrence combined single limit of liability (covering any vehicles used in connection with the work).

C) Pollution Legal Liability - $1,000,000 of Commercial General Liability covering sudden and accidental pollution during construction and operation.

D) Property Insurance – All Risk Property Insurance or Builder's Risk Insurance covering all facilities constructed as part of this Agreement and associated equipment including coverage for flood damage for the full replacement cost of the infrastructure covered under this Agreement.

**Additional Insured.** Such insurance, as provided in A & C above, shall include Grant, its officers, elected officials, employees, and agents as additional insured with respect to Grant's liability arising out of or related to Douglas PUD's negligence in the performance of services under this Agreement, and shall not be reduced or cancelled without forty-five (45) days prior written notice to Grant.

Any proceeds from an insurance claim related to the repair or replacement of damaged infrastructure, utilized to raise fish for Grant and Douglas, shall be applied to the repair or replacement of the damaged infrastructure prior to Grant or Douglas proportionally sharing any capital repair or replacement costs.

9. FAILURE TO PERFORM

If any Party determines that another Party not in compliance with one or more of the requirements of this Agreement, it shall notify the other Party within five (5) business days of such determination.

10. NOTIFICATION.

**A. Notification to Douglas.**

At least once each year during the term of this Agreement and at least six (6) months prior to brood collection, Grant shall provide written notification to Douglas of the number of fish that Grant would like Douglas to rear for them at the Methow Fish Hatchery.

**B. Notification to Grant.**
Douglas shall, within sixty (60) days of receiving such notification, respond in writing with an estimate of the Annual Hatchery Cost. To the extent practicable, Douglas shall also provide Grant with a written estimate of any New Capital Costs that have a benefit to Grant during the upcoming fiscal year.

11. REPRESENTATIVES OF THE PARTIES

A. For Grant PUD all notices shall be sent to:
Shannon Lowry (Fish Program Supervisor)
Natural Resources Division
Public Utility District No. 2 of Grant County, WA
PO Box 878
Ephrata, WA 98823
Phone: (509) 754-5088 ext. 2191
Email: slowry@gcpud.org

Notices shall also be sent to:
Jeff Grizzel (Natural Resources Director)
Public Utility District No. 2 of Grant County, WA
PO Box 878
Ephrata, WA 98823
Phone: (509) 754-5088 ext. 2320
Email: jgrizzel@gcpud.org

B. For Douglas PUD all notices shall be sent to:
Greg Mackey (Fisheries Biologist)
1151 Valley Mall Parkway
East Wenatchee, WA 98802
Phone: 509-881-2489
Email: gregm@dcpud.org

Notices shall also be sent to:
Shane Bickford (Natural Resources Supervisor)
1151 Valley Mall Parkway
East Wenatchee, WA 98802
Phone: 509-881-2208
Email: sbickford@dcpud.org

12. ANNUAL BUDGET MEETING.

Prior to the implementation of each year's hatchery program, representatives from Grant and Douglas will meet to discuss any proposed changes to the hatchery programs, and to establish an annual budget for the following year's hatchery programs. The annual budget will include an estimate of that year's Annual Hatchery Costs, any applicable Annual Debt Service Payment and any proposed New Capital Costs.

The Parties to this Agreement shall meet quarterly to discuss program costs, production goals and to coordinate fish production and evaluation activities.

13. HATCHERY IMPROVEMENTS.

If either Grant or Douglas is required to make physical modifications or additions to the hatchery programs or acclimation ponds because of an individual requirement of either Grant or Douglas alone, then the costs of the modifications or additions will be entirely the responsibility of that Party (Grant or Douglas) and will not be covered by this Agreement and will not be included in the budget required under Section 12 (Annual Budget Meeting). All other mutually beneficial hatchery improvements shall be covered under this Agreement and the costs shared based upon the Facility Utilization Rate of Grant and Douglas at the time of the improvement.

14. AVAILABLE CAPACITY ADJUSTMENTS.

The Wells Habitat Conservation Plan (HCP) provides for periodic adjustments in the evaluation and hatchery compensation programs. Adjustments to hatchery production levels may occur after survival studies or in 2023 and every ten (10) years thereafter to achieve and maintain the HCP No Net Impact conditions. Unforeseen adjustments in hatchery production or program operations may impede the implementation of this Agreement in future years and may require Douglas to seek early termination or substantial modification to this Agreement.

Because of the numerous opportunities for adjusting hatchery programs, Douglas and Grant, as mutually agreed upon, shall meet quarterly to discuss changes in the Annual Hatchery Costs and New Capital Costs related to this Agreement. Three (3) years advance written notice will be given to Grant if Douglas can no longer raise fish for Grant at the Methow Fish Hatchery.

Grant will be required to provide Douglas three (3) years advance written notice should it desire to terminate this Agreement. However, should Grant terminate this

Agreement early, Grant will be obligated to provide financial support to those fish being raised on Grant PUD's behalf until those fish are either transferred to a non-Douglas hatchery facility or are released into the natural environment.

15. INDEMNITY

To the full extent permitted by applicable law, Grant and Douglas agree to hold each other harmless and indemnify one another for any acts of negligence committed or caused by one of them or their agents, consultants, employees or sub-contractors against the other or a third party including, but not limited to, property damage loss of fish and personal injury or death. The Parties stipulate that this indemnity provision was mutually negotiated.

Limitation of Liability: Notwithstanding the foregoing paragraph, in no event shall any Party be liable to another Party for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental, or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure of performance related hereto howsoever caused, whether or not arising from such Party's sole, joint, or concurrent negligence. Under no circumstances shall Douglas have any liability to Grant (whether in contract, tort or otherwise) for sickness of, injury to, or death of the salmonid fish which are the subject of this Agreement.

16. ADMINISTRATION OF AGREEMENT.

This Agreement shall be jointly administered by a representative of Douglas and a representative of Grant. Absent written notice by one Party to the other, the administrators shall be: Douglas – Mr. Shane Bickford (Natural Resources Supervisor); Grant – Mr. Jeff Grizzel (Natural Resources Director).

17. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same document.

18. AUTHORITY.

Each person signing this Agreement has the full authority of the entities on behalf of which they are signing to execute this Agreement and to bind those entities to the terms of this Agreement.

19. JURISDICTION AND VENUE.

This Agreement is made, executed under and is to be construed by the laws of the State of Washington. In the event of a suit, the undersigned agree that the venue for such suit shall be in the county where the defendant has its headquarters. Grant and Douglas stipulate that a visiting judge shall be assigned to the case so that a resident judge, who is also a customer of either Grant or Douglas, will not hear the case. The substantially prevailing Party in any legal action herein shall be entitled to reasonable attorney fees and all reasonable costs, including, but not limited to, expert witness fees, and travel and lodging expenses.

20. DISPUTE RESOLUTION

If any dispute arising among the Parties in relation to this Agreement is not resolved after good faith efforts of the Parties to reach a resolution, the dispute shall be submitted to binding arbitration. In the event that the Parties cannot agree to an arbitrator, each Party may select one arbitrator. The selected arbitrators shall then select a third arbitrator. In the event that the selected arbitrators cannot agree to the third arbitrator, the third arbitrator shall be selected by the Superior Court of Douglas County. The decision of the majority of the arbitrators shall be final and binding. Unless otherwise agreed, the arbitration shall be conducted in accordance with Washington's Mandatory Arbitration Rules. Judgment upon any award rendered by an arbitrator may be entered in any court or administrative body having appropriate jurisdiction. The Parties shall equally share the cost of any arbitration process, including the cost of the third arbitrator, court reporter, and room rental. Each Party shall pay for its selected arbitrator. The substantially prevailing Party shall be entitled to an award for its reasonable legal fees and costs.

21. EFFECT OF OTHER AGREEMENTS.

This Agreement shall not change or affect the responsibilities and obligations of Douglas's Wells HCP, Off-License Wildlife and Resident Fish Settlement Agreement or the Wells Aquatic Settlement Agreement. The intent of this Agreement is to facilitate the efficient use of existing hatchery facilities toward meeting Douglas PUD's and Grant PUD's mitigation obligations as outlined in their respective long-term fish and relicensing agreements. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party. This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

22. ENTIRE AGREEMENT.

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

23. UNCONTROLLABLE FORCES.

The Parties shall not be in breach of their respective obligations to the extent that the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

A. strikes or work stoppage;

B. floods, earthquakes, or other natural disasters; terrorist acts; and

C. final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, or conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of any Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require any Party to settle or strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Parties apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance.

24. WAIVERS.

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Parties, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

25. ASSIGNMENT.

This Agreement is binding on any successors and assigns of the Parties. No Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.

26. SIGNATURES.

The Parties have caused this Agreement to be executed as of the latest date that all Parties have signed this Agreement.

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed on the date indicated below.

| PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON | PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, WASHINGTON |
|---|---|
| By: _____ | By: _____ |
| Title: Natural Resources Dir. | Title: General Manager |
| Date: 6-11-13 | Date: 6-26-2013 |

## SIGNATURE CERTIFICATION

**(FOR CORPORATION)**

STATE OF Washington)

County of Douglas )

On this day personally appeared before me, (name) William L. Dobbins, to me known to be the (title) General Manager of (company) PUD No. 1 of Douglas County, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the said instrument, and that the statements contained in said instrument and in the attachments thereto are true and correct to the best of his or her knowledge.

SUBSCRIBED AND SWORN to before me this 26 day of June, 2013.

GARY R. HOAG NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-19-13

(Seal or Stamp)

Gary R. Hoag
Signature of Notary Public

Asst. Manager Asst Treasurer
Title

My Appointment Expires 11-19-13

**(FOR PARTNERSHIP OR PROPRIETORSHIP)**

STATE OF _____)

County of _____)

On this day personally appeared before me, (name) _____, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he or she executed the foregoing instrument at his or her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute said instrument and that the statements contained in said instrument and in the attachments thereto are true and correct to the best of his or her knowledge.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20___.

(Seal or Stamp)

_____
Signature of Notary Public

_____
Title

My Appointment Expires _____