

PDF Return

5.

Board Agenda

Meeting Date: 06/25/2013
Submitted By: Brian Harding, Property Management

Information**Subject**

Storm drainage Easements and Interlocal Agreement at LHS with Snohomish County

Recommendation

We recommend that the Board approve the storm drainage easements and Interlocal Agreement at Lynnwood High School for the benefit of Snohomish County

Background

Concurrent with the development of Lynnwood High School, Snohomish County was planning road improvements to North Road between Filbert Road in the South and 164th Street in the North. In cooperation with County engineering, the main storm water drain moving East to West across the LHS property was enlarged to accept the additional storm runoff posed by the private properties between the school and North Road, and for the roadway itself. As the project nears, the County purchased a small parcel just off school property as a detention pond site, that would connect directly to the District's existing storm line taking water to Martha Creek. At the NE corner of the property, the county needs a short line to connect an off-site vault to the existing drainage swale, also connected to Martha Creek. The third easement is for maintenance purposes over the course of the 24 inch line should the county need to do work there. Last, a Temporary Construction Easement is required to complete the work. The Interlocal Agreement spells out the terms of the easements along with District and County responsibilities. The County offers \$33,000 in compensation.

This worked was planned for in the development of LHS and is anticipated to begin either in late 2014, or during 2015.

Fiscal Impact**Attachments**

SnoCo letter
SnoCo easements
SnoCo temp easement
SnoCo ILA

Form Review

Inbox	Reviewed By	Date
Business & Operations Exec Dir	Stewart Mhyre	06/18/2013 02:03 PM
Superintendent's Office	Christine Hansen	06/19/2013 12:58 PM
Form Started By: Brian Harding		Started On: 06/12/2013 01:54 PM
Final Approval Date: 06/19/2013		

**INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND
THE EDMONDS SCHOOL DISTRICT NO. 15
FOR STORMWATER SYSTEM IMPROVEMENTS
ASSOCIATED WITH THE NORTH ROAD IMPROVEMENT PROJECT**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "AGREEMENT", is made and entered into by and between the EDMONDS SCHOOL DISTRICT NO. 15, a municipal corporation, hereinafter referred to as the "DISTRICT," and SNOHOMISH COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "COUNTY."

WHEREAS, the COUNTY, through the Department of Public Works, is designing and will construct a road improvement project for North Road between SR 524 and 164th Street SW, hereinafter referred to as the "NORTH ROAD PROJECT" (RC 1545); and

WHEREAS, the NORTH ROAD PROJECT will include drainage facilities and system improvements to control, convey and treat stormwater runoff from the NORTH ROAD PROJECT and adjacent drainage areas; and

WHEREAS, the COUNTY is required to use strategies that minimize impacts and maintain hydrologic continuity by preserving existing drainage patterns; and

WHEREAS, the DISTRICT's Lynnwood High School is located at 18218 North Road, Bothell, Washington, and is adjacent to the drainage areas for the NORTH ROAD PROJECT and its drainage system is designed to collect and convey stormwater runoff from off-site drainage areas; and

WHEREAS, the COUNTY's drainage system design for the NORTH ROAD PROJECT has determined that the most effective system for collection and conveyance of stormwater runoff associated with the NORTH ROAD PROJECT would include components of the DISTRICT's drainage system at Lynnwood High School; and

WHEREAS, the COUNTY has determined that the DISTRICT's drainage system at Lynnwood High School can convey additional stormwater runoff from the NORTH ROAD PROJECT and adjacent areas; and

WHEREAS, the COUNTY is willing to design and construct the necessary drainage system improvements to connect the NORTH ROAD PROJECT's drainage system to the DISTRICT'S drainage system at Lynnwood High School, described further in this AGREEMENT and hereinafter referred to as the "STORMWATER IMPROVEMENTS"; and

WHEREAS, the DISTRICT is willing to allow use of the drainage system at Lynnwood High School for conveyance of stormwater runoff from the NORTH ROAD PROJECT, provided that the STORMWATER IMPROVEMENTS are constructed by the COUNTY; and

WHEREAS, the DISTRICT is willing to provide easements to the COUNTY for construction and maintenance of the STORMWATER IMPROVEMENTS and for the right to maintain the

DISTRICT's existing 24-inch bypass line if necessary, according to terms and conditions set forth in this AGREEMENT; and

WHEREAS, the parties are authorized to enter into an interlocal agreement pursuant to Chapter 39.34 RCW in order to accomplish the STORMWATER IMPROVEMENTS;

NOW THEREFORE, it is mutually agreed as follows:

I. PURPOSE

- A. The purpose of this AGREEMENT is to set forth the mutual obligations, responsibilities and rights of the DISTRICT and the COUNTY for the accomplishment of the STORMWATER IMPROVEMENTS in conjunction with the NORTH ROAD PROJECT.
- B. No separate legal or administrative entities are created by this AGREEMENT. Nothing contained in this AGREEMENT shall be construed as creating any type of partnership, joint venture or other joint enterprise between the parties.
- C. Except as expressly provided to the contrary in this AGREEMENT, any real or personal property used or acquired by either party in connection with its performance under this AGREEMENT will remain the sole property of such party, and the other party shall have no interest therein.

II. EFFECTIVE DATE AND DURATION

This AGREEMENT shall become effective immediately upon execution by the parties and posting of the AGREEMENT on the COUNTY's Interlocal Agreements website pursuant to RCW 39.34.040. The AGREEMENT shall remain in effect until terminated pursuant to Section XII below.

III. ADMINISTRATORS

Each party to this AGREEMENT shall designate an individual (an "ADMINISTRATOR"), who may be designated by title or position, to oversee and administer such party's participation in this AGREEMENT. The Parties' initial ADMINISTRATORS shall be the following individuals:

County's Initial Administrator

Snohomish County
Department of Public Works
Attn: Matt Ojala, P.E.
3000 Rockefeller Avenue
Everett, WA 98201

District's Initial Administrator

Edmonds School District No. 15
Attn: Brian Harding, Director, Facilities Operations
20420 - 68th Ave. W.
Lynnwood, WA 98036-7400

Either party may change its ADMINISTRATOR at any time by delivering written notice of such party's new ADMINISTRATOR to the other party.

By entering into this AGREEMENT and upon it becoming effective as described in Section II above, both parties authorize their respective ADMINISTRATORS to negotiate any aspect of the design, construction and maintenance of the STORMWATER IMPROVEMENTS.

IV. DRAINAGE SYSTEM COMPONENTS

The following drainage system components at the DISTRICT's Lynnwood High School are subject to this AGREEMENT:

- A. A proposed 18-inch storm drain line that will convey off-site stormwater from 178th Place SW across the northeast corner of the Lynnwood High School property to an existing drainage ditch adjacent to the north side of the school property as depicted by "Drainage Easement A" on Exhibit A, attached hereto and incorporated herein by this reference.
- B. A proposed 12-inch or 18-inch storm drain line to convey outflow from the COUNTY's proposed detention pond at the west end of Bellflower Road to the DISTRICT's existing 24-inch bypass line as depicted by "Drainage Easement B" on Exhibit A, attached hereto and incorporated herein by this reference.
- C. An existing 24-inch bypass line that collects off-site stormwater runoff from the area east of the Lynnwood High School property and conveys it around the DISTRICT's detention pond. This line was installed when the high school was built and was designed with excess capacity to handle additional off-site stormwater as depicted by "Drainage Easement C" on Exhibit A, attached hereto and incorporated herein by this reference.

V. RIGHT OF ENTRY TO DISTRICT PROPERTY

The DISTRICT certifies to the COUNTY that it owns the real property at the Lynnwood High School. The DISTRICT further grants to the COUNTY, including its agents, employees, and contractors, permission and right-of-entry to all DISTRICT property at the Lynnwood High School site necessary to install and maintain the STORMWATER IMPROVEMENTS pursuant to this AGREEMENT. The DISTRICT's permission is granted subject to the terms and conditions listed in Section VIII (Work Plan for County Personnel and Contractors) below.

VI. COUNTY RESPONSIBILITIES

- A. The COUNTY shall be responsible for the design and installation of the STORMWATER IMPROVEMENTS, consisting of the following elements and activities:
 - (1) An 18-inch storm drain line (Drainage Easement A) from 178th Place SW across the northeast corner of the Lynnwood High School property to an existing drainage ditch adjacent to the north side of the school property.
 - (2) A 12-inch or 18-inch storm drain line (Drainage Easement B) from the COUNTY's proposed detention pond at the west end of Bellflower Road to the DISTRICT's existing 24-inch bypass line on the school property (Drainage Easement C).
 - (3) Removal of trees and vegetation as necessary, with replacement by plantings of equal size.
 - (4) Removal of the DISTRICT's existing chain link fence and gates located near the proposed detention pond at the west end of Bellflower Road. The area will be secured by a temporary chain link fence during construction and replaced with a new

permanent fence and gates upon completion. The replaced fence will be the same type and size as the existing fence with privacy slats.

- (5) Installation of a single 6-foot chain link gate in the replaced fence for COUNTY maintenance access located near the proposed detention pond. The gate will be secured with a COUNTY-owned combination lock.
 - (6) Installation of a single 6-foot chain link gate in the DISTRICT's fence for COUNTY maintenance access located at the west end of 178th Place SW. The gate will be secured with a COUNTY-owned combination lock.
 - (7) Restoration or replacement of any existing features impacted by COUNTY construction activities with in-kind or equivalent features.
- B. County employees, agents and contractors shall abide by the provisions of Washington State statutes. The statutes referenced in this AGREEMENT are not meant to be a complete list and should not be relied upon as such.
- C. The COUNTY shall be responsible for inspection, maintenance and repair of the new STORMWATER IMPROVEMENTS constructed pursuant to this AGREEMENT.
- D. The COUNTY shall not be responsible for maintenance of the DISTRICT's existing 24-inch drainage line but shall have the right to maintain the line if necessary.
- E. The COUNTY shall be responsible for ensuring that all COUNTY personnel, including contractors, working on DISTRICT property conduct themselves in a manner appropriate for the school environment, as described further in Section VIII (Work Plan for County Personnel and Contractors) below.
- F. Any construction obligations of the COUNTY beyond the current fiscal year are subject to local legislative appropriation of funds for the specific purpose of funding the STORMWATER IMPROVEMENTS in accordance with the County Charter and applicable law.

VII. DISTRICT RESPONSIBILITIES

- A. The DISTRICT shall grant the following easements to the COUNTY to accomplish the STORMWATER IMPROVEMENTS:
- (1) Temporary, nonexclusive easement for construction which shall be appurtenant to the Lynnwood High School real property but held by the County in gross, as shown around Drainage Easement B on Exhibit A, attached hereto and incorporated herein by this reference.
 - (2) Perpetual, nonexclusive drainage easements for the 18-inch, 12-inch or 18-inch, and 24-inch drainage lines which shall be appurtenant to the Lynnwood High School real property but held by the County in gross, as shown as Drainage Easements A, B and C on Exhibit A, attached hereto and incorporated herein by this reference.

Terms and conditions for the easements are to be negotiated separately between the DISTRICT and the COUNTY.

- B. The DISTRICT shall be responsible for inspection, maintenance and repair of all stormwater facilities on the Lynnwood High School property, except for the new STORMWATER IMPROVEMENTS (located within Drainage Easements A and B) , which shall be the responsibility of the COUNTY.

VIII. WORK PLAN FOR COUNTY PERSONNEL AND CONTRACTORS

The COUNTY shall enforce good order and discipline among its personnel and contractors performing work on the Lynnwood High School property. In particular:

- A. COUNTY personnel and contractors shall notify the appropriate DISTRICT personnel at Lynnwood High School prior to entering the property to perform any work, including maintenance. Contact Brian Harding, Director of Facilities Operations at 425-431-7334 or George Marschall, Maintenance Manager at 425-431-7244.
- B. All workers shall fully comply with all applicable federal, state and local laws and regulations regarding the drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for work for any reason, including the use of alcohol, controlled substances or drugs, shall immediately be removed from the worksite.
- C. A person shall be considered unfit to perform work on the school site if he or she has pled guilty to or has been convicted of any felony crime involving the physical injury or death of a child (excluding a motor vehicle violation), the physical neglect of a child, sexual offenses against a minor, sexual exploitation of a child, the sale or purchase of a minor child, promoting prostitution of a child, or violation of similar laws of another jurisdiction. Any such person shall not be allowed into the worksite. Failure to comply with this paragraph shall be grounds for the immediate termination of this AGREEMENT.
- D. Smoking or the use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco product is prohibited on the worksite and all DISTRICT property.

IX. HOLD HARMLESS AND INDEMNIFICATION

- A. The COUNTY shall indemnify and hold harmless the DISTRICT and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the COUNTY, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this AGREEMENT. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the DISTRICT, the COUNTY shall defend the same at its sole cost and expense; provided that the DISTRICT reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the DISTRICT, and its officers, agents, and employees, or any of them, or jointly against the DISTRICT and the COUNTY and their respective officers, agents, and employees, or any of them, the COUNTY shall satisfy the same.

- B. The DISTRICT shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the DISTRICT, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this AGREEMENT. In the event that any suit based upon such a claim, action, loss, or damages is brought against the COUNTY, the DISTRICT shall defend the same at its sole cost and expense; provided that the COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the COUNTY, and its officers, agents, and employees, or any of them, or jointly against the COUNTY and the DISTRICT and their respective officers, agents, and employees, or any of them, the DISTRICT shall satisfy the same.
- C. In executing this AGREEMENT, the COUNTY does not assume liability or responsibility for or in any way release the DISTRICT from any liability or responsibility which arises in whole or in part from the existence or effect of DISTRICT policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such DISTRICT policy, rule or regulation is at issue, the DISTRICT shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the DISTRICT, the COUNTY, or both, the DISTRICT shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- D. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- E. Should a court of competent jurisdiction determine this AGREEMENT is subject to the provisions of RCW 4.24.115, then each party shall protect, defend, indemnify, and hold harmless the other, their officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the Indemnifying party's officers, employees, agents, and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this AGREEMENT, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

X. INSURANCE

- A. The COUNTY will require its contractor(s) performing services on the STORMWATER IMPROVEMENTS to procure and maintain, for the duration of the construction contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work associated with this AGREEMENT. The COUNTY will require the Contractor and each subcontractor to carry insurance that meets the requirements of Section 1-07.18, Public Liability and Property Damage Insurance, of the Standard Specifications for Road, Bridge, and Municipal Construction 2012 of the Washington State Department of Transportation and COUNTY requirements for liability and property damage insurance. The COUNTY will furnish the DISTRICT with a copy of said COUNTY requirements. Endorsements shall name Snohomish County, the DISTRICT,

their officers, elected officials, agents, and employees as primary, non-contributing additional insureds.

- B. The Contractor shall provide or purchase Workers' Compensation Insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of the Contractor to also carry such insurance prior to performing work on the STORMWATER IMPROVEMENTS. Neither the DISTRICT nor the COUNTY will be responsible for payment of Workers' Compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractors, which might arise under the Washington State Industrial Insurance laws.
- C. The Contractor shall provide the COUNTY with a certificate of insurance outlining the required coverages, limits, and additional insured endorsements, with copies to be provided to the DISTRICT. The COUNTY reserves the right to receive a certified copy of all insurance policies.

XI. AMENDMENTS

Either party may request amendments or changes to any portion of this AGREEMENT; however, except as otherwise provided in this AGREEMENT, no such amendment or change shall be valid or binding upon either party unless it is in writing and executed by both parties. All such changes shall be made part of this AGREEMENT and shall be posted on the COUNTY's Interlocal Agreement website pursuant to RCW 39.34.040.

XII. TERMINATION

- A. Either party may terminate this AGREEMENT at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party.
- B. This AGREEMENT is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this AGREEMENT, this AGREEMENT may be terminated by the COUNTY immediately upon notice to the DISTRICT.
- C. In the event of a violation of Section VIII(C), the DISTRICT may terminate this Agreement immediately by delivering written notice to the COUNTY.
- D. In the event of annexation of the Lynnwood High School real property, either party may terminate this AGREEMENT upon written notice to the other party, PROVIDED HOWEVER, that the parties agree to consult one another in good faith prior to issuing written notice terminating this AGREEMENT.

XIII. DISPUTE RESOLUTION

In the event a dispute arises between the DISTRICT and the COUNTY regarding this AGREEMENT, the parties agree that they will attempt to resolve the issue through mutual negotiation. In the event that the parties are not able to reach an agreement through such negotiation, the parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either party, and shall be attempted prior to the institution of any lawsuit arising under this AGREEMENT. Mediation shall be conducted under the then-

current Commercial Mediation Rules of the American Arbitration Association or, if such model procedure no longer exists, some other mutually acceptable procedure. The COUNTY and the DISTRICT shall jointly select a neutral third party mediator. The parties agree to share the costs of mediation equally.

XIV. GOVERNING LAW AND VENUE

This AGREEMENT has been made pursuant to, and shall be construed according to, the laws of the State of Washington without regard to its choice-of-law provisions. In the event that mediation is unsuccessful and either party finds it necessary to institute legal proceedings to enforce any provision of this AGREEMENT, such proceedings may only be brought in the Superior Court of Snohomish County, Everett, Washington.

XV. NOTICES

All notices required to be given by any party to the other party under this AGREEMENT shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable ADMINISTRATOR or his or her designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail, postage prepaid, shall be deemed effective on the date mailed. Notice delivered by email shall be deemed given as of the date and time received by the recipient. Either party may change its address for receipt of notices by giving the other written notice of not less than five days prior to the effective date.

XVI. ENTIRE AGREEMENT

These provisions represent the entire and integrated agreement of the parties and may not be modified or amended except as provided herein. Any understanding, whether oral or written, which is not incorporated herein is expressly excluded.

XVII. SEVERABILITY

Should any clause, phrase, sentence or paragraph of this AGREEMENT be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall remain in full force and effect.

XVIII. WARRANTY OF AUTHORITY

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this AGREEMENT on behalf of the party for whom he or she purports to sign this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, effective on the latest date shown below. The signatories below represent and warrant that they possess the authority to execute this AGREEMENT and bind their respective entities.

SNOHOMISH COUNTY

EDMONDS SCHOOL DISTRICT NO. 15

By: [Signature] 7/3/12
County Executive Date

By: [Signature] 7/8/13
Stewart Mhyre Date
Executive Director,
Business and Operations

Approved as to form only:

Approved as to form only:

By: [Signature] 05-31-13
Deputy Prosecuting Attorney Date

By: _____
Attorney for District Date

Approved as to Insurance:

C
By: [Signature] 6-5-13
Risk Manager Date

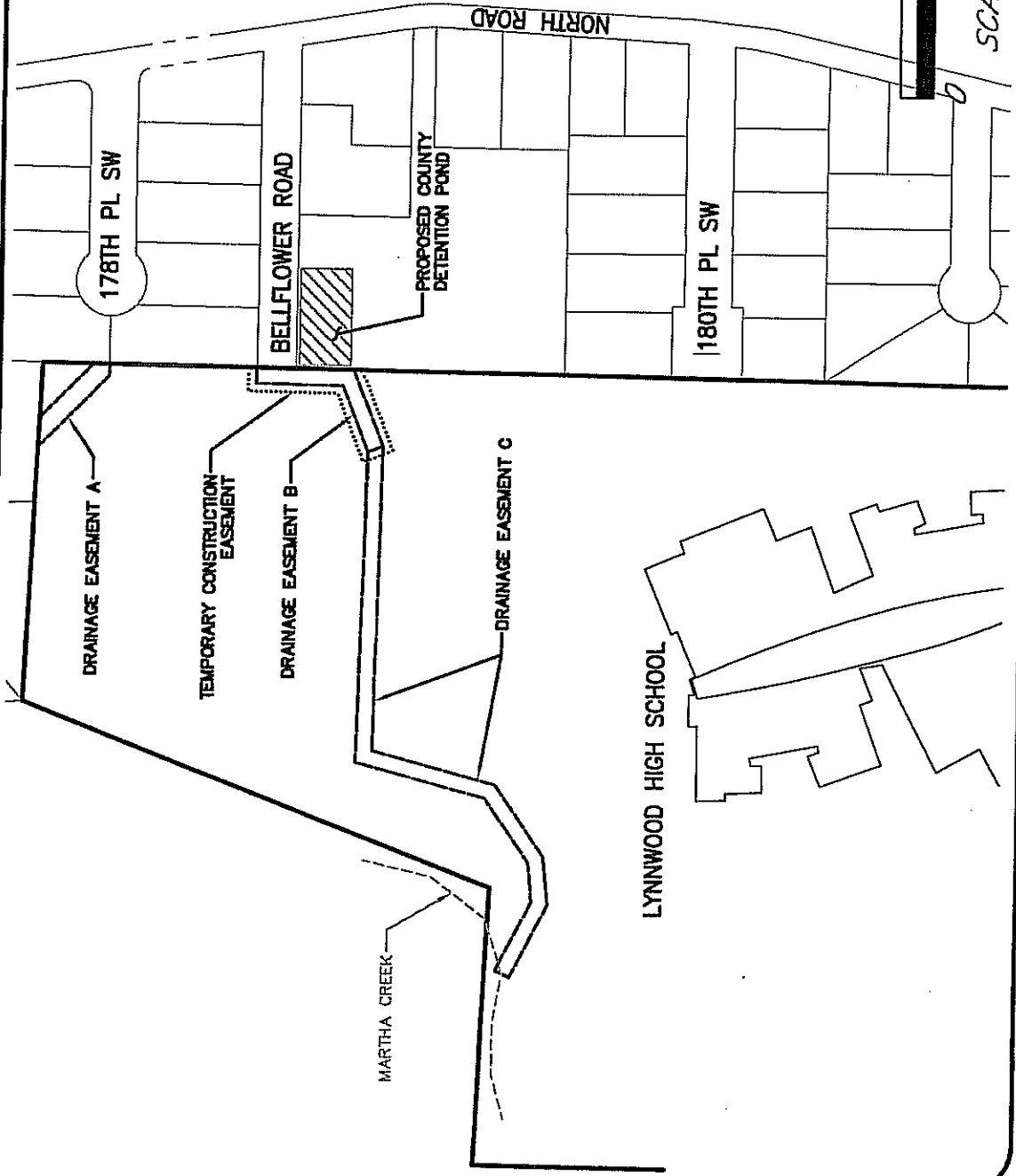
COUNCIL USE ONLY	
Approved:	<u>8-28-13</u>
Docfile:	<u>D-14</u>

.....

.....

EXHIBIT A

NORTH ROAD - SR524 to 164th ST SW



11/11/11



**Snohomish County
Public Works**

Aaron Reardon
County Executive

3000 Rockefeller Ave., M/S 607
Everett, WA 98201 - 4046

(425) 388-6537
FAX (425) 388-6670

May 23, 2013

Edmonds School District No. 15
Attn: Brian Harding
Director of Facilities and Maintenance
20420 68th Ave W
Lynnwood, WA 98036

Re: Offer Letter and Receipt
Project Name: North Road (SR 524-164th St SW)
Project No.: RC 1545 UPI#08-0058
Parcel No.: 142
Tax ID No.: 270412-003-008-00

Dear Mr. Harding:

The Snohomish County Department of Public Works plans to proceed with the above-titled public project. As a part of the project, it will be necessary for the County to purchase a portion of your property and/or property rights identified on the "Right of Way Plan" by the "parcel number" listed above. You will be provided with a booklet titled "Before We Build", which will provide a general explanation of the acquisition process.

Your property has been examined by a qualified appraiser and appraisal reviewer who have carefully considered all the elements which contribute to the market value of your property. Based upon the market evidence and the value estimated for your property, the County's offer is as follows:

Drainage Easement "A" - 4,249 square feet	\$ 8,232.44
Drainage Easement "B" - 2,951 square feet	\$ 5,717.56
<u>Drainage Easement "C" - 16,361 square feet</u>	<u>\$19,019.66</u>
Total Compensation	\$33,000.00 (rd)

Total Easement area is 23,561 square feet

You may wish to employ professional services to evaluate the County's offer. If you do so, I suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the County's offer. The County will reimburse up to \$750.00 of your evaluation costs upon submission of the evaluation, a billing statement and/or paid receipt.

North Road Improvements
Edmonds School District No. 15 / 142
May 23, 2013

Payment for your property and/or property rights will be made available to you approximately 15 days after an offer is accepted and all documents have been signed and returned to me, provided there are no delays in clearing title and closing the transaction. The date on which payment is made available to you, is called the "payment date" and on that date the County becomes the owner of the portion purchased and responsible for its control and management.

If you decide to reject the offer, the County, acting in the public interest, will use its right of eminent domain to acquire your property for public use. In conformity with the Washington State constitution and laws, the County will file a condemnation suit to obtain a "Court Order of Public Use and Necessity," and a trial will be arranged to determine the just compensation to be paid for the property.

The Internal Revenue Service (IRS) requires that the County obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction. You will be required to complete the attached W-9 form and provide it to the County's agent upon acceptance of the County's offer. If you want additional information, please contact an IRS office.

I have attempted by this letter to provide a concise statement of the County's offer and summary of your rights. I hope the information will assist you in reaching a decision. Please contact me with any questions or concerns you may have at 424-388-6686 or by e-mail at mjscott@snoco.org.

Thank you for your cooperation and your early reply as to acceptance or rejection of this offer.

Sincerely,

M. Jane Scott, SR/WA
Senior Real Property Coordinator

Attachment

RECEIPT OF THIS LETTER AND BROCHURE IS HEREBY ACKNOWLEDGED. (Please sign below on copy provided. This is necessary to ensure that you received the original of this letter.)	
I understand that this acknowledgement does not signify my acceptance or rejection of this offer.	
_____ Signature	_____ Date