

RESOLUTION NO. 2013-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING A FIVE YEAR LEASE CONTRACT FOR NETWORK DIGITAL COPIERS FOR ALL CITY FACILITIES

WHEREAS, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the City's purchasing functions shall be governed by the City's purchasing policy, and;

WHEREAS, the City's current copier lease contract will expire on May 31, 2013, and;

WHEREAS, staff researched the technology needs of the City and determined that the Canon product line continues to best meet the City's need, and;

WHEREAS, as per the City Ordinance 843, Resolution 2012-22, Canon copiers are available through a Cooperative Purchase Agreement with the California Multiple Award Schedule (CMAS) per Contract #3-09-360027B for Copiers, Multifunctional Devices, Color Copiers/Printers Equipment and Supplies, and;

WHEREAS, the local authorized vendor is KBA Docusys of Santa Rosa, California, and;

WHEREAS, staff recommends authorizing the five year lease contract for sixteen (16) new copiers, eight (8) color and eight (8) black and white copiers for a monthly lease amount of \$7,335.56, and;

WHEREAS, the City Council considered this Resolution at its duly noticed regular meeting on February 26, 2013 along with the staff report, presentation and public comment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the lease contract for the aforementioned network digital copiers at all City facilities, compatibility and other factors considered, to wit:

<u>Contractor</u>	<u>Monthly Lease Cost</u>
KBA Docusys	\$7,335.56
Santa Rosa, CA	

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions necessary to effectuate this lease, including the execution of documents pertaining to the same for and on behalf of the City of Rohnert Park.

DULY AND REGULARLY ADOPTED this 26th day of February, 2013.

CITY OF ROHNERT PARK

Pam Stafford
Mayor

ATTEST:

John M. Burger
City Clerk

Attachment: Contract



AHANOTU: AYE BELFORTE: ABSENT MACKENZIE: AYE CALLINAN: AYE STAFFORD: AYE
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)



CITY OF ROHNERT PARK AGREEMENT FOR SERVICES

This Agreement is made and entered into on this 26th day of February, 2013, by and between the City of Rohnert Park, hereinafter referred to as the "City," KBA Docusys, hereinafter referred to as the "Contractor."

WHEREAS, the City requires digital network copiers including service for various City locations; and

WHEREAS, Contractor is qualified and experienced to provide such services; and

NOW, THEREFORE, BE IT RESOLVED that said City, and said Contractor will for considerations hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK. Contractor shall provide the City with 16 new digital network copiers, eight (8) color copiers and eight (8) black and white copier and will maintain and service all sixteen (16) copiers.

2. COORDINATION. Contractor shall assign an account manager, to personally participate in said project and to coordinate activities of the Contractor.

3. COMPENSATION.

- A. City shall pay Contractor as compensation for copier lease and services the total monthly sum of \$7,335.56, for a period of 60 months.
- B. Contractor shall submit itemized monthly statements for equipment and supplies. City shall make any payment due within thirty (30) days after approval of the invoice by City.
- C. Payments due and payable to Contractor for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year; payment for additional work is conditional upon future City appropriation.

4. TERM. The term of this Agreement shall be from April 1, 2013 to March 31, 2018 unless terminated earlier as provided herein.

5. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed

as follows:

TO CITY:	CITY OF ROHNERT PARK P.O. Box 1489 Rohnert Park, CA 94927
TO CONTRACTOR:	KBA Docusys 703 Second Street, Ste 104 Santa Rosa, CA 95404

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this Paragraph.

6. AMENDMENT OF SCOPE OF WORK. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Contractor. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Contractor to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.

7. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT. The City warrants that it has funds available to pay the service/lease payments payable to NewCal Industries until the end of the City's current appropriation period. Also the City warrants that the City's Director of Administrative Services request funds each fiscal year from the City Council for said contract, notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence. If such City Council does not appropriate funds to be paid for the equipment and service, the City may, upon prior written notice, effective upon the exhaustion of the funding authorized from the current appropriation period, return the equipment and cancel the service at the City's expense, and thereupon, the City shall be release of its obligations to make payments to Newcal Industries due thereafter, provided: (1) Equipment is returned to Contractor; (2) the above described notice states the failure of the City Council to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts due to the Contractor under the Agreement until the end of the City's then current appropriation period.

8. CORRECTION OF WORK. The performance of services or acceptance of information furnished by Contractor shall not relieve the Contractor from obligation to correct any defective, inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the Contractor on demand without cost to the City.

9. DELAYS AND EXTENSIONS. The Contractor will be granted time extensions for delays beyond the Contractor's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Contractor and the City. In such event, compensation as set forth in the Scope of Work shall be subject to renegotiation upon written demand of either party to the Agreement.

10. RECORDS OF PERFORMANCE. Contractor shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by the City during the agreement period and for a period of three (3) years from the date of final payment.

11. SUBCONTRACTING. None of the services covered by this contract shall be subcontracted without the prior written consent of the City. In accordance with Government Code Section 7550, Contractor agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

12. ASSIGNMENT. The Agreement shall not be assigned by the Contractor in whole or in part, without the written consent of the City.

13. INDEMNIFICATION. To the full extent permitted by law, Contractor shall indemnify, hold harmless, release and defend City, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Contractor, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by Contractor in the performance of this Agreement (including design defects and regardless of City's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the sole negligence or willful misconduct of City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Contractor under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Contractor and shall continue to bind the parties after termination/completion of this Agreement.

14. INSURANCE. Without limiting Contractor's indemnification provided herein, Contractor shall comply with the requirements set forth in Exhibit A to this Agreement.

15. STANDARD OF CARE. City relies upon the professional ability of Contractor as a material inducement to entering into this Agreement. Contractor agrees to use reasonable care and diligence in its profession in rendering services under this Agreement. Contractor agrees that the acceptance of his work by City shall not operate as a waiver or release of said obligation of Contractor. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

16. LITIGATION SUPPORT. Contractor agrees to testify at City's request if litigation is brought against City in connection with Contractor's report. Unless the action is brought by Contractor or is based upon Contractor's negligence, City will compensate Contractor for the preparation and testimony at Contractor's standard hourly rates, if requested by City and not part of the litigation brought by City against Contractor.

17. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. CONFLICT OF INTEREST. Contractor (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

19. STATEMENT OF ECONOMIC INTEREST. If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100), Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Rohnert Park disclosing Contractor and/or such other person's financial interests.

20. MERGER. This Agreement shall constitute the entire Agreement between the parties and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both parties.

21. DEFAULT. If Contractor should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, City may terminate this Agreement by giving Contractor written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damage, if any, sustained by City by virtue of the breach of the Agreement by Contractor.

22. NO WAIVER OF BREACH; TIME. The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

23. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

24. ATTORNEY FEES, APPLICABLE LAW AND FORUM. In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

25. INDEPENDENT CONTRACTOR. The parties intend that Contractor, in performing the services specified herein, shall act as independent Contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Contractor expressly agrees that he/she shall have no recourse or right of appeal under rules, regulations, ordinances or laws applicable to employees.

26. TAXES. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold the City harmless from any liability which it may incur to the United States for to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations.

27. EMPLOYMENT PRACTICES. Contractor shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

28. COMPLIANCE WITH LAW. Contractor shall comply with all applicable federal, state and local laws, rules and regulations affecting the Contractor and his/her work hereunder. Contractor represents and warrants to City that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice Contractor's profession and to do the work hereunder. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice his/her profession and do the work contemplated by this Agreement.

29. TITLE TO DOCUMENTS. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Contractor under the Agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without

restriction or limitations on their use. Contractor may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement or until ninety (90) days after receipt of final payment from City.

30. INTERPRETATION. Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

31. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

32. AUTHORITY. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ROHNERT PARK:

By: _____ / _____
Name: _____ (Date)
Title:

Per Resolution No. 2013-029 adopted
by the City Council on 2-26-2013

CONTRACTOR:

By: _____ / _____
Name: _____ (Date)
Title:

By: _____ / _____
Name: _____ (Date)
Title:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured's the City, its elected officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all Contractors, and Sub-Contractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to

a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Contractors and Sub-Contractors to do likewise.

3. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.
4. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
5. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Contractor or Sub-Contractor.
7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
9. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
10. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any Sub-Contractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
11. Contractor agree to ensure that Sub-Contractor, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such

coverage and assume all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Sub-Contractor and others engaged in the project will be submitted to City for review.

12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Contractor, Sub-Contractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverage.
18. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
19. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or

insured to be limiting or all-inclusive.

20. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
21. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
22. Contractor agree to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
23. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CERTIFICATE OF CONTRACTOR

I HEREBY CERTIFY that I, _____ am the duly authorized representative of the firm of KBA Docusys, whose address is 703 Second Street, Ste 104, Santa Rosa, CA 95404, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature