



ABBREVIATED CONSENT CALENDAR FORMAT

Memorandum Date: February 12, 2024

Order Date: February 27, 2024

TO: Board of County Commissioners

DEPARTMENT: Sheriff's Office

PRESENTED BY: Lt. Ryan Wells

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF APPROVING A 10-YEAR MAINTENANCE AND WARRANTY CONTRACT WITH GRAYBAR IN THE AMOUNT OF \$90,304.80 ON THE CIENA EQUIPMENT INSTALLED AT VARIOUS COMMUNICATION SITES AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT

I. MOTION

Move approval of a 10-year maintenance and warranty contract with Graybar in the amount of \$90,304.80 on the Ciena equipment installed at various Lane County Communication Sites and delegate authority to the County Administrator to execute the contract.

II. DISCUSSION

A. Background Analysis

The Lane County Sheriff's Office (LCSO) received an award from the State of Oregon under HB5202 in the amount of \$5,000,000 to upgrade and enhance the Emergency Communications system in Lane County. The Board approved this award on Board Order 22-07-12-08.

The total project with Graybar includes network hardware and installation for redundancy links between multiple Lane County owned or leased radio sites. This contract is for \$90,304.80 for a 10-year warranty and 24/7 maintenance support on the system.

This project is part of the larger goal to provide resilient emergency radio communications for all of Lane County. This purchase will provide long-term support

service for the communications network for Lane County Sheriff's Office that will support the Lane Regional Interoperability Group as well as other rural communications systems such as Fire, Oregon Department of Forestry and the University of Oregon to bring backup and long-term resiliency to communication links affecting the radio systems, Fire cameras and data links for monitoring equipment in rural locations that support emergency communications within Lane County.

B. Health Implications

None

III. RECOMMENDATION

Staff recommend approval of this maintenance and warranty agreement for the network links being installed on the Emergency Radio Network.

IV. ATTACHMENTS

Board Order

Draft Contract

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 24-02-27-06

In the Matter of APPROVING A 10-YEAR
MAINTENANCE AND WARRANTY
CONTRACT WITH GRAYBAR IN THE
AMOUNT OF \$90,304.80 ON THE CIENA
EQUIPMENT INSTALLED AT VARIOUS
COMMUNICATION SITES AND
DELEGATING AUTHORITY TO THE
COUNTY ADMINISTRATOR TO EXECUTE
THE CONTRACT

WHEREAS, the Board of Commissioners approved a grant through Oregon House Bill 5202 to make improvements and enhancements to the Emergency Radio Network in Lane County; and

WHEREAS, a project is underway to put redundancy links between multiple Lane County owned and leased communication sites to provide more reliable communications for first responders; and

WHEREAS, Graybar is a distributor for Ciena products and will facilitate a 10-year, 24/7 maintenance and warranty on the equipment being installed; and

WHEREAS, the Board of County Commissioners approves all contracts in excess of three years.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approve a 10-year maintenance and warranty contract with Graybar in the amount of \$90,304.80 for the Ciena equipment being installed at multiple communication sites in Lane County.
2. Delegate authority to the County Administrator to execute the contract.

ADOPTED this 27th day of February, 2024.

Laurie Trieger, Chair
Lane County Board of Commissioners

LANE COUNTY GOODS/SERVICES CONTRACT (Contract Form A-1)

NETWORK SITE REDUNDANCY PROJECT

This **Contract** is entered into by and between Lane County, a political subdivision of the State of Oregon (“**County**”), and Graybar Electric Company, Inc, a New York business corporation (“**Contractor**”), each a “**party**,” and referred to collectively in this Contract as “**the parties**.” County and Contractor agree as follows:

1. STATEMENT OF WORK (the “**Work**”)

- 1.1 Contractor will perform Maintenance and Services to Radio Communication Network Site routers and other equipment in order to provide redundancy in case of failure within the Network systems (“**the Project**”), in accordance with the requirements of this Contract.
- 1.2 Contractor is working by and through Ciena Communications, Inc., the Project Managers.
- 1.3 County will fund the Project through Grant Award HB5202.
- 1.4 The scope of Contractor's Work is further described in Exhibit A.
- 1.5 Contractor must perform the Work in a manner consistent with the offers and statements in Exhibits A and D.

2. CONTRACT DOCUMENTS

- 2.1 **The Contract.** The Contract consists of this Contract Form and the following listed exhibits, which are incorporated into the Contract as referenced here. There are no other Contract documents unless specifically referenced in this Contract.
- 2.2 **Exhibits.** With this document, the following Exhibits are incorporated into the Contract:
 - **Exhibit A** Scope of Work
 - **Exhibit B** Standard County Contract Conditions
 - **Exhibit C** Insurance Coverages Required
 - **Exhibit D** Contractor's Proposal
- 2.3 **Precedence.** In the event of a conflict between the requirements of any documents listed in subsections 2.1 and 2.2 above, the conflict must be resolved in the following order of precedence: first, this Lane County Goods/Services Contract Form, then in order: Exhibit C, Exhibit B, Exhibit A, Exhibit D.

3. CONSIDERATION AND PAYMENT

- 3.1 **Consideration.** In consideration for Contractor's performance, County agrees to pay Ninety Thousand Three Hundred Four Dollars and Eighty Cents (\$90,304.80). County is not obligated to pay any amount greater than that stated here.
- 3.2 **Payment.** Any payments will customarily be made within thirty (30) days of receipt of a properly submitted and approved invoice from Contractor. Prior to approval and payment, County may require, and if required Contractor must provide, any information which County deems necessary to verify work has been performed properly in accordance with the Contract.
- 3.3 **Invoices.** Invoices can be either mailed or emailed to the following address:
Mail to: Lane County Sheriff's Office, Fiscal **Email to:** lcso_ap@lanecountyor.gov
125 E 8th Avenue
Eugene, OR 97401

4. EFFECTIVE DATE AND DURATION

- 4.1 **Effective Date.** Upon the signature of all parties, this Contract is effective March 1, 2024.
- 4.2 **Duration.** Unless extended or terminated earlier in accordance with its terms, this Contract will terminate February 28, 2034. However, such expiration shall not extinguish or prejudice either party's right to enforce this Contract with respect to any breach or default in performance which has not been cured.

- 5. AUTHORIZED REPRESENTATIVES AND NOTICE.** Each of the parties designates the following individuals as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

5.1 County's Authorized Representative

Lt. Ryan Wells
125 E 8th Avenue
Eugene, OR 97401
Phone: 541-682-3021
Email: ryan.wells@lanecountyor.gov

5.2 Contractor's Authorized Representative

Jason Te, Branch Manager II
2358 W 7th Place
Eugene, OR 97402
Phone: 541-685-5600
Email: Jason.te@graybar.com

Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be as follows: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Contract on behalf of that party below.

- 6. MULTIPLE COUNTERPARTS.** The Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed will constitute an original.

SIGNATURES FOLLOW ON NEXT PAGE

SIGNATURES

CONTRACTOR'S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO COUNTY THAT:

- The undersigned person has the power and authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
- Contractor will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work,
- Contractor has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
 - (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - (b) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- Pursuant to ORS 305.385(6) and OAR 150-305-0302, the undersigned as Contractor hereby swears and affirms under penalty of perjury that, to best of my knowledge, Contractor is not in violation of any tax laws described in ORS 305.380 (4)(a).

EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

GRAYBAR ELECTRIC COMPANY, INC.

By: _____

Print: _____

Title: _____

Date: _____

Address:

Tax ID No.: _____

COUNTY:

LANE COUNTY

By: _____

Print: Steve Mokrohisky

Title: _____

Date: _____

By: _____

Print: Clifton G. Harrold

Title: Sheriff

Date: _____

EXHIBIT A -- SCOPE OF WORK

Customer: Lane County Sheriff's Office
Reference Number: Graybar Quote #'s 0245122183 (Services) & 0245122185 (Material)

Graybar Electric-Eugene
2358 W 7th Place, Eugene OR 97402
541.685.5600

Date Valid Through 2024-03-31

2024-03-31

Graybar Electric- Eugene
2358 W 7th Place, Eugene OR 97402
541.685.5600



The following represents a summary of the quoted Services.

For complete Terms and Conditions please refer to the Ciena Specialist Services Statement of Work documents.

Deployment Services - Buyer Specific Service Scope

MCP Integration Services

Ciena will perform a greenfield installation (80P-NMS0-MCP-V) of the MCP software, including:

- An in-depth review of the server(s) hardware configuration to ensure compatibility with the MCP Software as per the Ciena Engineering guidelines
- Installation, configuration, and patching of the customer provided operating system, Red Hat Enterprise Linux, on the required servers
- Installation and configuration of the customer provided hypervisor software (VMware).
- Creation and configuration of the virtual machines required to support the MCP Software installation
- Creation and configuration of the HA cluster environment required to support the MCP Software installation
- Installation of the MCP Software applications and patch bundles
- Support with the generation of the software license key codes for Ciena's MCP Software applications
- Ensure MCP Software can discover/enroll active Ciena network devices
- Execution of Ciena provided MCP Software Verification Test Plan to verify successful completion of the project. These test cases are representative of the products basic functionality. If the additional or Buyer specific test cases are required, Ciena can provide a custom quote for the incremental requirements.
- Generate Final Hardware and Software Configuration Report
- The Installation will be performed remotely

1 Day on boarding will be provided and includes (80P-NMS1-MCP):

- System health, overview of tools available to create platform/application health reports/logs
- Overview of managing the MCP Software map and visual labels
- Overview of managing MCP Software users, roles and security settings
- NE management, NE enroll/de-enroll; bulk enroll; viewing inventory; operational state; alarm viewing and management, etc
- MCP & NE licensing overview and operation using Flexera server
- The onboarding will be performed remotely

Project Management

Ciena will assign a Project Manager who will act as the single point of contact and be responsible for providing a baseline project plan and managing the project to that plan. This will include:

- A summary the pre-defined agreed scope of work and acceptance criteria
- A breakdown of the Ciena and Customer responsibilities
- Project team contact list
- Project action register
- Kickoff the project and manage the progress of individual tasks within the project plan
- Perform updates to the project plan and communicate with the customer as mutually agreed to
- Overseeing the Job Change Order (JCO) Process

Job Change Order (JCO) Process:

1. The assumptions and detailed scope provided in this document align with the prices quoted by Ciena. Ciena uses a Job Change Order ("JCO") process for purposes of making adjustments to the fixed and firm price quote. The JCO will identify the change and provide a fixed and firm price quote. The JCO will identify the change and provide a fixed and firm price adjustment, if required.
 - 1.1. --When the necessity for Service modifications that affect price, schedule, or service performance arises, a written JCO will be required to obtain agreement and approval between Ciena and Customer.
 - The JCO process will also be used to track and document on site changes. If the parties are unable to agree on a JCO, then the parties shall complete the project according to the original Statement of Work.
 - Ciena shall not be obligated to fulfill any services or deliver any deliverable required by said rejected JCO.
2. When initiated by Ciena the process is as follows:
 - 2.1. Ciena notifies Customer's designated PoC of required changes.
 - 2.2. Ciena prepares JCO with a unique tracking number that incorporates the required changes including price/cost estimates, impact on schedule, and expected changes in Service performance.
 - 2.3. Customer provides written approval of the JCO price and adjustments to schedule and Service performance expectations.

3. When initiated by Customer the process is as follows:
 - 3.1. Customer identifies requirement for Service modifications and notifies Ciena project manager of required changes while providing input regarding reasons for the JCO.
 - 3.2. Customer prepares change order incorporating the required changes to include cost estimate, impact on schedule, and expected changes in service performance.
 - 3.3. Ciena prepares the JCO incorporating the required changes to include price estimate, impact on schedule, and expected changes in Service performance.
 - 3.4. Customer provides written approval of the JCO price and adjustments to schedule and Service performance expectations.
4. Regardless of which party initiates the scope change, Ciena will provide a means of tracking and organizing all proposed JCOs on a mutually agreed basis.
5. --Regardless of which party initiates the scope change, and notwithstanding anything else in this section, any work related to the JCO will not begin until Ciena receives a PO reflecting the additional price associated with the JCO from Customer.
 - Upon receipt of the PO, and at Ciena's sole discretion, Ciena may invoice Customer for the JCO related work immediately upon completion of such work. For the avoidance of doubt, and only as applicable, any payments for work related to the JCO is not part of any previously agreed upon invoicing schedule by the parties.
 - Payment is due net thirty (30) days from the date of issuance of Ciena's invoice.

Other Terms and Conditions

Upon completion of this scope of work, the customer is responsible to change the authenticators (for example, passwords, certificates, etc.) of all systems involved in the project, including but not limited to:

- Network elements
- NMS
- Server/cloud infrastructure
- Software applications

Maintenance Services

Technical Support:

Ciena's support model is a set of multi-technology support services that consists of technical support, software support, lifecycle management, personalized support, and proactive service support options:

1. Comprehensive Support:
 - 1.1 Comprehensive Support provides access to the CTS hotline 7 days a week, 24 hours per day, 365 days a year (7x24x365) for both emergency and non-emergency issues.
 - 1.2 Business Day support is provided by the Regional Technical Support team associated with the Customer's calling location.
2. Hardware Support, Repair & Replace:
 - 2.1 In the event of hardware failure, Ciena will ship the repaired or an equivalent replacement Field Replaceable Unit (FRU).
 - 2.2 Ciena will ship the repaired or an equivalent replacement Field Replaceable Unit (FRU) within 30 calendar days following receipt of the defective hardware
 - 2.3 For Packet (Carrier Ethernet) Products (39xx, 51xx, 54xx, 8700 platforms), Ciena will ship the repaired or an equivalent FRU within 10 calendar days following receipt of the defective hardware.

EXHIBIT B – STANDARD COUNTY CONTRACT CONDITIONS

1. **INDEPENDENT CONTRACTOR STATUS.** The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance, retirement payments, and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractors.
2. **INSURANCE AND INDEMNIFICATION**
 - 2.1 **Contractor's Required Insurance.** Contractor must provide and maintain all types and amounts of insurance called for on the Exhibit titled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming the County and its officers, agents, and employees that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
 - 2.2 **Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
 - 2.3 **Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
 - 2.4 **No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.
 - 2.5 **Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County.
 - 2.6 **Intellectual Property.** If the Work of this Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, the Contractor's indemnification shall extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.
3. **CONTRACTOR'S OBLIGATIONS**
 - 3.1 Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
 - 3.2 Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.

- 3.3 Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- 3.4 Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work.
- 3.5 Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, will be responsible for satisfaction of any lien so filed or prosecuted, and must defend against, indemnify, and hold the County harmless from any such lien or claim.
- 3.6 Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor must retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.
- 3.7 Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: www.lanecountyor.gov/bids.
- 3.8 **Ownership of Work Product.** All work product created by Contractor pursuant to the services provided under this Contract, including derivative works and compilations of work product, whether or not such work product is considered a work made for hire or an employment to invent, is the exclusive property of County. County and Contractor agree that such work product is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason the work product is not "work made for hire," Contractor hereby irrevocably assigns to County any and all of Contractor's rights, title, and interest in all work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon County's reasonable request, Contractor will execute such further documents and instruments necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such work product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 3.8.1 Contractor Intellectual Property.** In the event that a deliverable provided by Contractor under this Contract is a derivative work based on Contractor's Intellectual Property, or is a compilation that includes Contractor-owned intellectual property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in any deliverable.
- 3.8.2 License in Third-Party Intellectual Property.** In the event that a deliverable provided by Contractor under this Contract is a derivative work based on third-Party intellectual property, or is a compilation that includes third-party intellectual property, Contractor will secure on County's behalf and in the name of County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the third-party intellectual property employed in the deliverable, and to authorize others to do the same on County's behalf.
- 3.8.3 No Rights.** Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by County. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring

upon County any right, title, or interest in any contractor-owned intellectual property that is now owned or subsequently owned by Contractor.

3.8.4 Marks. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.

4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW

- 4.1** Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.
- 4.2** Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.
- 4.3** Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.
- 4.4** If Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.
- 4.5** Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.
- 4.6** Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.
- 4.7** **Equal Employment Opportunity.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.
- 4.8** **Oregon False Claims Act.** Contractor acknowledges that the Oregon False Claims Act (ORS 180.750 to 180.785) applies to any action or conduct by Contractor pertaining to this Contract that constitutes a "claim" as defined by the Act. By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made may make, or causes to be made that pertains to this Contract or to the Work of the Contract.
- 4.9** **Compliance with Law.** In connection with its activities under this Agreement, Contractor must comply with all applicable federal, state and local laws.

5. MODIFICATION AND TERMINATION

- 5.1** **Modification.** No modification or amendment to this Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.
- 5.2** **Termination:**
 - 5.2.1** The parties may jointly agree to terminate this Contract at any time by written agreement.
 - 5.2.2** County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 30 days' advance written notice.

5.2.3 If County reasonably believes that Contractor is in material breach of Contractor's obligations or any representation or warranty contained in this Contract, County may suspend the Work of this Contract at any time without notice. Upon notice to Contractor of such breach, and failure of Contractor to cure such breach within 7 days of receipt of County's notice, County may terminate this Contract.

5.2.4 County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated, and (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract, County may terminate this Contract immediately upon notice to Contractor.

5.2.5 Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date.

5.3 Remedies and Default. County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

5.4 Force Majeure. Neither County nor Contractor will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by force majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

6.1 Dispute Resolution. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or another cooperative dispute resolution process.

6.2 Choice of Law, Venue, and Jurisdiction. All matters in dispute between the parties to this Contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon, CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

6.3 Attorney Fees. In the event an action, suit of proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal.

7. MISCELLANEOUS PROVISIONS

7.1 Taxes.

7.1.1 County's Tax-Exempt Status. County is a political subdivision of the State of Oregon, and has been granted tax-exempt status by the Internal Revenue Service, affirmed March 26, 2010, reference number 0248464840. County is not obliged to pay or reimburse any costs for taxes upon goods or services furnished under this Contract. Such taxes are included in Contractor's administrative costs for the Contract and any changes thereto.

7.1.2 Contractor's Taxes. Contractor is independently responsible for its obligations for federal, state, and local sales and income taxes, including the Oregon Corporate Activity Tax, and no amount will be chargeable to County for such taxes.

7.2 Public Records. The parties acknowledge that this Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.

7.3 Merger and Construction. This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings. This Contract is the result of an open procurement process and negotiations between the parties, and the provisions of this Contract are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.

7.4 Waiver. Failure of County to enforce any provision of this Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

7.5 Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

7.6 Survival. The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.

7.7 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Contract.

7.8 Non-Assignment. Contractor may not assign or transfer its interest in this Contract without prior written approval of County.

7.9 Binding on Successors and Assigns. The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.

7.10 No Third-Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.

7.11 Headings. The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:



COMMERCIAL GENERAL LIABILITY WITH ADDITIONAL INSURED STATUS shall include:

Policy must include:

- Commercial General Liability
- Damage to Rented Property (\$50,000)
- Medical Expenses (\$5,000)
- Personal and Advertising (Same as per occurrence)
- Products/Completed Operations (Same as per occurrence)

MINIMUM POLICY LIMITS

- ☒ \$2 million per occurrence*/\$4 million aggregate*
- ☐ Amount required by funding source \$ /\$
- ☐ Other Amount pre-approved by Risk Management: \$ occurrence /\$ aggregate

Aggregate limits: ☒ Per Policy (most contracts) ☐ Per Project (construction contracts)

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be approved by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.



ADDITIONAL INSURED STATUS for general liability insurance coverage is required for performance of this contract. Unless otherwise specified below, blanket additional insured is acceptable and is considered a written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract, excluding Professional Liability coverage. The contract **MUST** either include language that the additional insured status is required, or include this Insurance Coverages Required document as an attachment, and proof of blanket coverage from your policy must be provided either by a copy of your policy or by separate blanket endorsement.



When this box is checked, the Additional Insured status for this contract **MUST** be by scheduled (or named) **endorsement only**, and must read:

Lane County, its officers, agents, employees and volunteers are named as additional insureds with respect to Provider's activities being performed under the Contract. The **additional insureds must be named as an additional insured by separate endorsement**, the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract, and the Endorsement must be attached to the COI.



AUTOMOBILE LIABILITY WITH ADDITIONAL INSURED STATUS: Insurance with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

LIMITS* ☒ \$2 million combined single limit per accident for bodily injury and property damage
☐ Amount required by funding source: \$ /\$
☐ Other Amount pre-approved by Risk Management: \$ /\$



WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.

- ☐ Statutory amount (currently \$500,000 in Oregon, other states may vary)
- ☐ Other: minimum of \$1,000,000 when not regulated by statute



OTHER – All non-occurrence coverages must provide tail/continuous coverage for 24 months from the end of the project and shall include completed operations where applicable. All coverages, except Professional Liability, must contain blanket Additional Insured status, unless otherwise indicated.

- ☐ **CYBER** coverage in the amount of \$ (\$2,000,000/occurrence minimum unless indicated).
- ☒ **PROFESSIONAL LIABILITY** coverage: limits not less than \$ (\$2,000,000/occurrence minimum unless indicated).
- ☐ **POLLUTION LIABILITY** coverage: limits not less than \$ (\$2,000,000/occurrence minimum unless indicated).
- ☐ Type: : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated).
- ☐ Type: : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated).

***Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable!**



CERTIFICATE HOLDER: Lane County, its officers, agents, employees and volunteers, c/o Lane County Sheriff's Office



LANE COUNTY REQUIRES THE COVERAGE TYPES AND AMOUNTS SHOWN ABOVE OR POLICY LIMITS, WHICHEVER IS GREATER. The policy limits specified above are minimum requirements; Lane County reserves the right to claim up to the policy limits. All coverages are Primary and Non-Contributory with any other insurance and self-insurance. Acceptance of a COI providing less than required coverages does not relieve contractor of the insurance requirements set out above or in the contract. The contractor must notify the County if non-County claims have infringed or impacted the policy. Contractor is required to notify Lane County of any changes to or cancellation of coverage(s) within 24 hours. Contractor is required to provide a copy of the policy to Lane County upon demand.



DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.

Your Lane County Contact: Janna Beckett

email: janna.beckett@lanecountyor.gov

Phone: 541-682-6293

This document is an attachment to and part of your contract with Lane County.



2358 WEST 7TH PL
EUGENE OR 97402-2603
Phone: 541-685-5604
Fax: 541-685-5650

To: Lane County Sheriff
2358 WEST 7TH PLACE
EUGENE OR 97402-2603
Attn: Brian Greig
Phone:
Fax:
Email:

Date: 01/10/2024
Proj Name:
GB Quote #: 0245122183
Release Nbr:
Purchase Order Nbr: SERVICES
Additional Ref#
Valid From: 01/08/2024
Valid To: 02/07/2024
Contact: Jason Te
Email: jason.te@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	CIENA COMMUNICATIONS INC	80P-NMS0-MCP-V	MCP NMS INSTALL WITH REMOTE DELIVERY - S	\$10,162.36	1	\$10,162.36
200		1 EA	CIENA COMMUNICATIONS INC	80P-NMS1-MCP	MCP 1 DAY ONBOARDING WITH REMOTE DELIVER	\$2,472.49	1	\$2,472.49
400		1 EA	CIENA COMMUNICATIONS INC	80M-3924-HWM	GLOBAL 3924 STANDARD HARDWARE REPAIR 10-	\$7,462.30	1	\$7,462.30
600		1 EA	CIENA COMMUNICATIONS INC	80M-3924-SSP-COM	GLOBAL 3924 COMPREHENSIVE SUPPORT 10 YEA	\$15,299.45	1	\$15,299.45
700		1 EA	CIENA COMMUNICATIONS INC	80M-5164-HWM	GLOBAL 5164 STANDARD HARDWARE REPAIR 10-	\$18,000.00	1	\$18,000.00
1000		1 EA	CIENA COMMUNICATIONS INC	80M-5164-SSP-COM	GLOBAL 5164 COMPREHENSIVE SUPPORT 10 YEA	\$36,908.20	1	\$36,908.20

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

To: Lane County Sheriff
2358 WEST 7TH PLACE
EUGENE OR 97402-2603
Attn: Brian Greig

Date: 01/10/2024
Proj Name:
GB Quote #: 0245122183

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Total in USD (Tax not included): \$90,304.80

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To: Lane County Sheriff
2358 WEST 7TH PLACE
EUGENE OR 97402-2603
Attn: Brian Greig

Date: 01/10/2024
Proj Name:
GB Quote #: 0245122183

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1.ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.

2.GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

3.MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

4.PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.

5.REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

6.RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.

7.TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

8.PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

9.DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

10.CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

11.SOFTWARE AND FIRMWARE - Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.

12.LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

13.LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.

14.WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

15.ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

16.CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

17.FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

18.EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

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