

		<h1>YAMHILL COUNTY</h1>		<b>REQUISITION ORDER NO.</b>  REQ000816	<b>DATE</b>  5/22/2024
<b>Agency</b> Community Justice		<b>Delivery Date</b> 6/1/2024	<b>FOB</b>	<b>Contract Number</b> DET24002GS	
<b>Contractor Name, Address, and FEIN</b>  Tek84 Inc. 13495 Gregg ST Poway, CA 92064 27-0910092			<b>Contractor Contact/Phone</b>  Paul Serralde 858 676 5382		
<b>Bill To</b>  Yamhill County Attn: Juvenile Corrections Division 535 NE 5 <sup>th</sup> Street McMinnville, OR 97128			<b>Agency Contact/Phone</b>  Cliff Toney <a href="mailto:toneyc@yamhillcounty.gov">toneyc@yamhillcounty.gov</a> Ph: (503) 434-7407 Fax: (503) 434-7408		
<b>Ship To</b>  Yamhill County Attn: Juvenile Corrections Division 535 North East Fifth ST McMinnville, OR 97128			<b>Delivery Instructions</b>  Deliver at Sally Port gate across from Community Center		
Item	Description	Quantity	Unit Price		
1	Tek84 Intercept Whole Body Security Scanning System/Shipping	1	\$141,500		
2	Extended Warranty	1	\$40,000		
<b>THE TERMS AND CONDITIONS CONTAINED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN, APPLY TO THIS PURCHASE AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN.</b>			<b>Total</b>	<b>\$181,500</b>	
<b>Authorized Agent</b> DocuSigned by:  <small>1E3542C8E2074D7...</small>				<b>Approved Date</b> 6/13/2024	

Approved by the BOC on: 6/13/24

via Board Order No.: 24-156

**EXHIBIT A: YAMHILL COUNTY STANDARD PURCHASE ORDER TERMS & CONDITIONS****1. Definitions.**

1.1 "Contract" means the entire written agreement between the parties, including but not limited to the solicitation, including any specifications or attachments thereto, and all provisions therein; these Terms and Conditions; solicitation instructions; solicitation and Contract amendments, if any; the purchase order; and the price agreement document.

1.2 "Contractor" means a person or organization with which the County has contracted for the purchase of goods and/or services.

1.3 "County" means Yamhill County.

**2. Conflicting Provisions.** In the event of any inconsistency between the provisions within these Terms and Conditions and any provision within another Contract document, these Terms and Condition shall govern and control.

**3. Amendments.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the County.

**4. Delivery.** All deliveries shall be F.O.B. destination. The Contractor shall pay all transportation and handling charges. The Contractor is responsible and liable for loss or damage until final inspection and acceptance, at which time responsibility shall pass to the County except as to latent defects, fraud and the Contractor's warranty obligations.

**5. Inspections.** The County may inspect and test the goods and/or services provided under the Contract. The County may reject non-conforming goods and/or services and require the Contractor to correct them without charge or deliver them at a reduced price, whatever so chosen by the County to be the most equitable. If the Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and/or services and cancel the Contract in whole or in part. This paragraph does not affect or limit the County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

**6. Warranties.** Unless otherwise stated, all goods provided under the Contract shall be new and the current model and shall carry full manufacturer warranties. The Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with the solicitation specifications. All implied and express warranty provisions of the Uniform Commercial Code (ORS Chapter 72) are hereby incorporated into the Contract. For any services provided under the Contract, Contractor warrants that performance shall be in a good and workmanlike manner and in accordance with professional standards applicable to the work. All warranties shall run to the County and shall survive termination, cancellation or expiration of the Contract.

**7. Payment.** The County shall pay the Contractor within 30 days following the date the order is delivered and accepted or the date the invoice is received, whichever is later. If the County fails to pay within 45 days of such date, the Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.

**8. Termination.**

8.1 Mutual Agreement. The Contract may be terminated by mutual written agreement.

8.2 For Cause. The County may immediately terminate the Contract without liability or penalty for any of the following causes:

- The Contractor breaches any of the provisions of the Contract.
- The Contractor no longer holds all licenses or certificates that are required to provide the goods or perform the services required under the Contract;
- The County lacks lawful funding, appropriations, limitations, or other expenditure authority; or
- Federal, state, or local laws, regulations, or guidelines now prohibit performance of or payment for the goods and/or services under the Contract.

**9. Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. The Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Contract. The County may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

**10. Indemnification.** Each party shall defend, indemnify and hold harmless

the other party and its officers, employees and agents from claims, suits and actions of any nature arising out of or related to (i) injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees, or agents; or (ii) failure or refusal of one party to perform or fulfill its responsibilities under the Contract or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express written consent of the County.

**11. Insurance.** The Contractor shall obtain and maintain in full force at the Contractor's expense throughout the duration of the Contract, and any warranty or extension periods, the following insurance coverage where applicable:

- General Commercial Liability
- Automobile Liability
- Workers Compensation in accordance with ORS 656.017

**12. Governing Law; Jurisdiction; Venue; Attorney's Fees.** The Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.

**13. Compliance with Applicable Laws.** The Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods and/or services under the Contract, including, without limitation, the provisions of ORS 279B.220 through 279B.235, ORS 279C.505 through ORS 279C.525, and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659A.142, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state statutes, rules, and regulations, which are incorporated herein by this reference.

**14. Award to Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the Contract. The County shall withhold final payment under the Contract until the Contractor has met this requirement.

**15. Records Maintenance; Access.** The Contractor shall maintain all accounting records relating to the Contract according to Oregon Accounting Manual (OAM) and any other records relating to Contractor's performance ("Records") for six (6) years from final payment and/or termination, or as otherwise required by law. Contractor shall grant the County and its agencies, the Secretary of State, the federal government, and their duly authorized representative's access to the Records, including reviewing, auditing, copying, and making transcripts.

**16. Assignment/Delegation/Successors.** The Contractor shall not assign, delegate nor transfer any of its rights or obligations under the Contract without the County's prior written consent. The provisions of the Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.

**17. Waiver.** The County's failure to enforce any provision of the Contract is not a waiver or relinquishment by the County of its rights to such performance in the future or to enforce any other provisions.

**18. Survival.** All rights and obligations shall cease upon termination or expiration of the Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement.

**19. Tax Certification.** The Contractor certifies that it is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4)