
COUNTY ADDENDUM FOR TEK84

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS COUNTY ADDENDUM FOR TEK84 (hereinafter “Addendum”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tek84 Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the Parties. Subject to the changes herein, the Parties have accepted the Service Provider Terms and Conditions (“Agreement”), and the following changes shall be incorporated as if part of the Agreement:

I.

Incorporated Documents: This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated include the following:

- A. Tek84 General Terms and Conditions;
- B. Annual Service Agreement (dated 07-25-2024); and
- C. This Addendum.

II.

Prompt Payment Act: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

III.

Tax Exemption: The Parties acknowledge that the County is a political subdivision under the

laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any services rendered.

IV.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless another party for any reason are hereby deleted.

V.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

VI.

Venue and Applicable Law: Venue of this Addendum shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

VII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

SIGNATURES TO FOLLOW

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell (Sep 11, 2024 07:28 CDT)

Authorized Signature

Bill Gravell

County Judge/Presiding Officer

Date: Sep 11, 2024^{Sep 11, 2024}, 20__

TEK84 INC:

Amy Atkinson

Authorized Signature

Sales Operations Manager

Printed Name

Date: August 23, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 23 2024 Time: 1:11 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 23 2024 Time: 12:33 pm



Williamson County Jail, TX
508 South Rock Street
Georgetown, Texas 78626
Chris Watts
chris.watts@wilco.org

7/25/2024

ANNUAL SERVICE AGREEMENT

QUOTE # SA2024-07-25

Thank you for your purchase of the **Tek84 Intercept Whole Body Scanner**. We hope this device has proven to be an invaluable tool with your mission to keep contraband and unwanted items out of your facility. We want to ensure the highest of standards remains by offering an inclusive annual service agreement. Please see below the value the plan offers, including everything that is covered to save money. This service agreement also includes an annual radiation safety survey and recommended preventative maintenance. We are always here to support you. The current warranty for your Tek84 Intercept Whole Body Scanner – Serial Number [REDACTED] will expire on **7/26/2024**.

Quote Expiration: 9/30/2024

Qty	Part Number	Description	Net Ea	Ext. Price
1	INT-SERVICE -1	Annual Tek84 Intercept Whole Body Security Scanning System Service Agreement includes the following: Coverage of all repair parts, labor, and shipping as needed for the continuous operation of the Intercept One (1) Preventative Maintenance visit for review, inspection, and potential replacement of all "wear" components before their end of life. Software system review to assure the system is operating at the latest level of software. This applies to software upgrades that do not require hardware upgrades and is a courtesy check. Any software change made will be authorized and reviewed with the customer before doing so. One (1) Radiation Safety Survey of the Intercept as required by ANSI regulations. Note- State regulations vary and may require independent verification of radiation emissions. Please check with your State's governing body to assure compliance.	\$10,900 INC INC INC INC	\$10,900 INC INC INC INC
TOTAL				\$10,900.00

By execution of this Agreement by an authorized signature, the Customer agrees to purchase the Products specified subject to the terms and conditions set forth in the Agreement and subject to Tek84 Terms and Conditions available at www.Tek84.com

Accepted By: Bill Gravell
Printed Name and Title:

Authorized Signature: Bill Gravell (Sep 11, 2024 07:28 CDT)

Date: Sep 11, 2024

Tek84:
Amy Atkinson – Sales Operations Manager

Authorized Signature: [Signature]

Date: 7/25/24

Ph: (858) 676-5382 ext. 134 / amy.atkinson@tek84.com