### Agreement Details

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>LEHR AUTOELECTRIC INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Contact</td>
<td>Steve Adair</td>
</tr>
<tr>
<td>Vendor Address</td>
<td>4707 Northgate Blvd.</td>
</tr>
<tr>
<td>Vendor City</td>
<td>Sacramento</td>
</tr>
<tr>
<td>Vendor State</td>
<td>CA</td>
</tr>
<tr>
<td>Vendor Zip</td>
<td>95834</td>
</tr>
<tr>
<td>Vendor Phone</td>
<td>916.646.6636</td>
</tr>
<tr>
<td>Vendor Fax</td>
<td>916.646.6656</td>
</tr>
<tr>
<td>Vendor Email</td>
<td><a href="mailto:steve@lehrauto.com">steve@lehrauto.com</a></td>
</tr>
</tbody>
</table>

**Description of Purchase:**

Law Enforcement upfit equipment and supplies.

**Term of Agreement:**

- **Fiscal Year**

**No materials shall be purchased or ordered without an authorized purchase order.**

Vendor invoices shall be reviewed and approved for payment by an authorized Glenn County Purchasing Agent prior to payment. This agreement supersedes all previous purchase agreements for same products or services and constitutes the entire understanding of the parties hereto.

Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Approval is granted to supply Glenn County with the products mentioned above up to the “Not to Exceed Amount”. **SUBJECT TO THE THE TERMS AND CONDITIONS ON REVERSE**

By signing below I understand and accept the terms of the above described agreement.

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**Authorized Vendor Signature:**

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**Date:**

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**Vendor Tax ID No.:**

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**Department Head or Assigned Designee:**

Approval as to content and fund availability

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**Date:**

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**County Counsel:**

Approved As To Form if Applicable

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**Date:**

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Agreement. Seller agrees that the only terms and conditions that are applicable to this contract are those issued by the County of Glenn, California, (County) and no other terms and conditions shall be binding upon the County or Seller unless the same shall be contained within any written authorization of County. If any such authorization conditions offered by the Seller are hereby rejected. If a court of competent jurisdiction holds any part of this contract invalid, the balance shall retain its full force and effect. This purchase order, and any statement of work, shall be binding upon the County and Seller, and each shall be construed as if both parties had agreed to the terms and conditions offered by the County.

Artwork, Designs, etc. (a) Upon completion or cancellation of this order, Seller shall return all drawings, and blueprints (Artwork) that are furnished by the County for the production of the goods. Artwork shall not be used by the Seller in the production of any other materials for any third party without written consent of the County. Artwork involves valuable property rights of County and shall be held confidential by Seller. (b) Unless otherwise agreed herein, all documents, records, and data shall remain the property of the County, and shall be made available for inspection, and must be used for the purpose specified herein.

Compliance with Laws. Seller is required to comply with the Occupational Safety and Health Act and other applicable governmental laws, ordinances, and regulations. Seller agrees that the only terms and conditions that are applicable to this contract are those issued by the County of Glenn, California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Glenn County, California, and the parties hereto agree to and hereby submit to the personal and subject matter jurisdiction of any such court.

Package, Packing, and Handling. Goods shall be packaged, marked, and otherwise prepared for shipment by Seller in suitable containers, in accordance with sound commercial practices.

Patent Indemnity. Seller agrees to hold harmless and fully indemnify the County of Glenn, California, its officers, agents, servants, and employees from all damage or claims for damages, losses, injuries, and expenses incurred, for the use of any invention or discovery and for the infringement of any Letters Patent, not including liability arising pursuant to Section 183 U.S. Code, Title 35 (1952), prior to issuance of the Letters Patent, occurring in the performance of this order or arising by reason of the use or disposal of or by the account of the County of Glenn, California, of any item of materials or supplies furnished by the County under this order.

Payment. Payment terms for this order shall be net 30 days unless otherwise specified herein.

Payment Terms. Payment terms shall be net thirty (30) days from the date of receipt of invoice or acceptance of goods, whichever occurs last. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of payment for such delay. The County reserves the right to make settlement with another payor in lieu of payment for such delay.

Permits, Licenses, and Other Requirements. (a) Seller shall comply with all applicable existing and future governmental laws, municipal ordinances, codes, rules, regulations, programs, plans and orders in the performance of the Purchase order. (b) Seller shall be in full compliance with all permits or licensing requirements in connection with the manufacture, sale, shipment, and/or installation of the goods specified in the Purchase order.

Prices. All prices shall be as stated in the Purchase order and are firm and not subject to escalation.

Quantities. Seller shall deliver the exact quantities specified in the purchase order. County reserves the right to reject incomplete deliveries and to return at Seller’s risk and expense quantities delivered.

Rejection of Disclaimers of Warranties. The COUNTY OF GLENN, CALIFORNIA, by SELLER OF ANY WARRANTY, STANDARD, IMPLIED OR EXPRESS UNLESS SPECIFICALLY AGREED TO ON THE FACE OF THIS PURCHASE UNLESS, INCLUDING BUT NOT LIMITED TO MERCHANDISABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Severability. If any provision of the Purchase order is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if that provision had not been included.

Shipping and Handling Charges. No shipping, transportation, or handling charges will be allowed unless specified on the face of this order (see “F.O.B. Point and Title” above).

Term of the Agreement. The terms of this Agreement shall remain in effect until the expiration of the agreed period of time.

Termination for Default. In addition to any other remedies or rights it may have by law, the County may by written notice terminate this agreement immediately and without penalty for Seller’s default, in whole or in part, at any time, if Seller refuses or fails to comply with any provision of the purchase order, or if Seller defaults in making all payments due and payable at such time.

Warranties. In addition to any other express or implied warranties, Seller warrants that all goods delivered under this order will be (1) new, suitable for the use intended; (2) of the grade and quality specified; (3) free from all defects in design, material, and workmanship; (4) in conformance with all samples, drawings, specifications and descriptions furnished by the County; and (5) in compliance with all applicable federal, state, and local laws and regulations. These warranties shall not be deemed to exclude Seller’s standard warranties or other rights or warranties that County may have or obtain. At its expense and option, Seller shall replace or repair any goods not conforming to the foregoing warranties. If, after final acceptance of the goods by County, it is later determined that such goods do not conform to the Seller’s warranties, Seller shall promptly refund to County the full purchase price paid by County for such goods.