

SALES AGREEMENT

Contract No.: **24DEDIRS007**
Dated: **May 14, 2024**

This is an Agreement by and between The County of DuPage and Emergency Telephone System Board of DuPage County, hereafter called SELLER, and McLean County Emergency Management Agency, Bloomington, Illinois, a public safety entity, hereafter called BUYER.

In consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. **SALE:** SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER portable radios and accessories listed in Attachment A (referred to as the "Equipment") in accordance with the terms and conditions specified herein.
2. **SALE PRICE:** The Sale Price of the Equipment:

 \$500.00 per APX7000 dual band 7/800 UHF portable radio in "as is condition". Radio mics, chargers and batteries will be provided one per portable also in "as is condition."
3. **PAYMENT:** BUYER agrees to pay SELLER pursuant to the Illinois Prompt Payment Act (30 ILCS 540). Seller will invoice BUYER upon delivery of equipment as shown in Attachment A. The BUYER may remit all costs at any time during the payment period.
4. **DELIVERY:** BUYER shall be responsible for the pickup at 420 County Farm Road, Winfield, Illinois or shipping costs of all items on Attachment A.
5. **WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT AND ALL WARRANTIES INCLUDING WARRANTIES OF, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT ARE HEREBY EXCLUDED. BUYER AGREES THAT SELLER WILL IN NO EVENT BE LIABLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING. SELLER'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE OF SUCH ITEM OF EQUIPMENT SET FORTH IN THIS AGREEMENT.**
6. **TITLE:** Title to the Equipment free and clear of all liens, claims and encumbrances of any kind shall vest in BUYER upon final payment by BUYER to SELLER of the full Sale Price required to be paid pursuant to Paragraph 3 hereof.
7. **NOTICES:** Any notice hereunder shall be in writing and shall be deemed to be given when delivered, including but not limited to overnight courier or electronic transmission or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid and addressed to BUYER or SELLER at its respective address shown on the preamble to this Agreement, or to either party at such other address it has designated as its address for purposes of notice hereunder.

8. FORUM SELECTION, CHOICE OF LAW, AND INDEMNITY:

- A. The venue for all disputes arising out of this contract will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois;
- B. This contract shall be governed by the law of the State of Illinois including all matters of construction, validity, performance, and enforcement; and
- C. BUYER shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the SELLER and its officers, agents, and employees from and against any and all claims and demands, actions or suits brought against them. BUYER shall likewise be liable for the cost, fees and expenses incurred in the SELLER's defense of any such claims, actions, or suits. Notwithstanding this duty to indemnify, the Parties recognize that the DuPage County State's Attorney is the exclusive legal representative of the County of DuPage and the SELLER. Nothing contained herein shall be construed as prohibiting the DuPage County State's Attorney's Office from defending the SELLER, the County, or their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification shall be deemed a waiver of the SELLER or the County of DuPage's defenses under the Illinois Local Government and Governmental Employees Tort Liability Act.

9. MISCELLANEOUS

- A. This Agreement constitutes the entire agreement between SELLER and BUYER with respect to the sale and purchase of the Equipment on Attachment A and supersedes all prior and concurrent offers, promises, representations, negotiations, discussions, and agreements that may have been made in connection with the sale of the Equipment. No representation or statement not contained herein shall be binding upon SELLER or BUYER as a warranty or otherwise unless in writing and executed by the party to be bound thereby. If BUYER does not sign this Agreement and return the signed copy of this Agreement to SELLER within sixty (60) days of the receipt of the Agreement, this Agreement may be voided at SELLER'S election.
- B. BUYER shall not assign its rights under this Agreement unless it has obtained the prior written consent of SELLER. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- C. This Agreement shall be governed by construed in accordance with the internal laws of the State of Illinois including all matters of construction, validity, performance, and enforcement.
- D. This Agreement is subject to acceptance by SELLER at its offices referred to in the preamble and shall only become effective on the date thereof.
- E. No revision or modification of this Agreement shall be effective unless it is in writing and signed by duly authorized officers of BUYER and SELLER.
- F. BUYER is responsible for arranging for the installation of used equipment and for notifying BUYER'S maintenance provider that used equipment has been installed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

If this Agreement is not executed by both parties and returned to SELLER within sixty (60) days of receipt, SELLER may terminate this Agreement without notice.

**Emergency Telephone System Board
Of DuPage County**

By: _____
Authorized Signatory

Title: Chair

Date: May 8, 2024

BUYER:

By: _____
Authorized Signatory

Title: Director

Date: 4/30/24

DuPage County Finance Committee

By: _____
Authorized Signatory

Title: Chair

Date: May 14, 2024

DuPage County Board

By: _____
Authorized Signatory

Title: Chair

Date: May 14, 2024

Emergency Telephone System Board of DuPage County
Attachment A DEDIRS Equipment List for Resale

Item	Type	Serial Number	Asset Tag #
1	APX7000 7/800 UHF Dual Band	655CLZ8395	1796
2	APX7000 7/800 UHF Dual Band	655CLB0576	2151
3	APX7000 7/800 UHF Dual Band	655CLB0648	2170
4	APX7000 7/800 UHF Dual Band	655CLB0578	2152
5	APX7000 7/800 UHF Dual Band	655CLB0573	2209
6	APX7000 7/800 UHF Dual Band	655CLZ8400	1789
7	APX7000 7/800 UHF Dual Band	655CMB0580	2148
8	APX7000 7/800 UHF Dual Band	655CMB0589	2213
9	APX7000 7/800 UHF Dual Band	655CMB0558	2156
10	APX7000 7/800 UHF Dual Band	655CMB0634	2198
11	APX7000 7/800 UHF Dual Band	655CMB0584	2153
12	APX7000 7/800 UHF Dual Band	655CMB0631	2200
13	APX7000 7/800 UHF Dual Band	655CMB0570	2208
14	APX7000 7/800 UHF Dual Band	655CMB0650	2165
15	APX7000 7/800 UHF Dual Band	655CMB0588	2204
16	APX7000 7/800 UHF Dual Band	655CMB0630	2203
17	APX7000 7/800 UHF Dual Band	655CMB0581	2145
18	APX7000 7/800 UHF Dual Band	655CMB0628	2202
19	APX7000 7/800 UHF Dual Band	655CMT7539	1270
20	APX7000 7/800 UHF Dual Band	655CLZ8389	1794
21	APX7000 7/800 UHF Dual Band	655CMB0629	2197
22	APX7000 7/800 UHF Dual Band	655CMB0561	2162
23	APX7000 7/800 UHF Dual Band	655CMB0524	1025
24	APX7000 7/800 UHF Dual Band	655CMB0571	2212
25	APX7000 7/800 UHF Dual Band	655CMB0458	772
26	APX7000 7/800 UHF Dual Band	655CMB0617	2194
27	APX7000 7/800 UHF Dual Band	655CLZ8402	1790
28	APX7000 7/800 UHF Dual Band	655CLZ8397	1791
29	APX7000 7/800 UHF Dual Band	655CMB0627	2201
30	APX7000 7/800 UHF Dual Band	655CMB0574	2206
31	APX7000 7/800 UHF Dual Band	655CMZ8310	1707
32	APX7000 7/800 UHF Dual Band	655CMB0622	2195
33	APX7000 7/800 UHF Dual Band	655CMZ8393	1787
34	APX7000 7/800 UHF Dual Band	655CMB0645	2166
35	APX7000 7/800 UHF Dual Band	655CMB0563	2161
36	APX7000 7/800 UHF Dual Band	655CLZ8401	1788
37	APX7000 7/800 UHF Dual Band	655CMB0626	2199
38	APX7000 7/800 UHF Dual Band	655CLB0585	2150
39	APX7000 7/800 UHF Dual Band	655CLZ8347	1513
40	APX7000 7/800 UHF Dual Band	655CLB0569	2160
41	APX7000 7/800 UHF Dual Band	655CMB0577	2149
42	APX7000 7/800 UHF Dual Band	655CMZ8406	1795
43	APX7000 7/800 UHF Dual Band	655CMB0582	2146
44	APX7000 7/800 UHF Dual Band	655CLZ8392	1792
45	APX7000 7/800 UHF Dual Band	655CLB0647	2164
46	APX7000 7/800 UHF Dual Band	655CMB0586	2147
47	APX7000 7/800 UHF Dual Band	655CMZ8403	1793
48	APX7000 7/800 UHF Dual Band	655CMB0512	1021
49	APX7000 7/800 UHF Dual Band	655CMB0377	740
50	APX7000 7/800 UHF Dual Band	655CLZ8341	1514