

SALES AGREEMENT

Contract No.: **24DEDIRS003**

Dated: **June 12, 2024**

This is an Agreement by and between The County of DuPage and Emergency Telephone System Board of DuPage County, hereafter called SELLER, and The Board of Trustees of Illinois State University on behalf of Emergency Management, Normal, 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 and chargers will be provided one per portable also in "as is condition" at no charge if SELLER has available functioning stock. Chargers will be provided in a 1:1 relationship including multi-chargers. (For Example: 6 portables = 1 multi-charger unit).

3. **PAYMENT:** BUYER agrees to pay SELLER pursuant to the Illinois Prompt Payment Act (30 ILCS 540). The 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. **CALIBRATION EQUIPMENT:** Under this sale contract beginning on the day of delivery of the Equipment to ninety (90) days thereafter, SELLER will allow BUYER to calibrate the Equipment using SELLER'S calibration device. Thereafter, from the date of the execution of this contract until June 30, 2032, the SELLER will allow the BUYER to rent a calibration device to calibrate the APX7000 radios for a cost of \$2000.00 per calibration session. The SELLER hereby notifies the BUYER that the SELLER will not pay to update any software required to maintain the calibration equipment for use with the APX7000 series. The SELLER will, however, advise the BUYER of such requirements and discuss options for upgrades at such time.

BUYER must provide SELLER 30 days notice of request to reserve and use calibration equipment. BUYER agrees that the BUYER is responsible for any damage other than normal wear and tear sustained to the unit while in BUYER'S possession and will make proper restitution for repairs or replacement of parts and equipment to make the calibration equipment whole.

BUYER has expressed an interest in purchasing calibration equipment should SELLER decide to surplus equipment. SELLER agrees to notify BUYER if such equipment becomes available for sale according to DuPage County ordinance and state statute. BUYER will also advise SELLER of the fair market value of such equipment for purchase.

5. **DELIVERY:** BUYER shall be responsible for the pickup at 420 County Farm Road, Winfield, Illinois of all items on Attachment A.
6. **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.**

Upon pick up of the items listed in Attachment A, both parties will observe the functional operation of the equipment. If any radio is found not to be in functional operation, SELLER will provide a replacement radio if one is available or will subtract that unit from the total number sold and final price if not available. Functional Operation will consist of the ability of the unit to power on at the time of sale.

7. **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.
8. **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.
9. **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. It is understood and agreed by the Parties that, except as otherwise provided within this Agreement, neither SELLER nor BUYER shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party. Notwithstanding this agreement nothing contained herein 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.

10. 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**

**BUYER: The Board of Trustees of
Illinois State University**

By: _____
Greg Schwarze, Chair

By: _____

Title: Director of Purchases

Date: _____

Date: 6/6/24

DuPage County Board

By: _____
Deborah A. Conroy, Chair

Date: _____