SALES AGREEMENT

Contract No.**:** **25DEDIRS055**
Dated**:** **October 8, 2025**

This is an Agreement by and between The County of DuPage and Emergency Telephone System Board of DuPage County, hereafter called SELLER, and Pontiac Fire Department, 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: **$2,400.00.**

   $400.00 per APX7000XE portable ruggedized radio in "as is condition". Radio mics, chargers and batteries will be provided one per portable also in "as is condition."

   6 portable radios @ $400.00 = $2,400.00

   Associated accessories includes:
   1 remote speaker microphone, 1 plastic holster, 1 battery, 1 single charger.

   $400 per APX7500 dual band VHF mobile radio. APX7500 mobile radios will be available no earlier than January 1, 2026. Radios include TDMA and AES encryption flash kits in purchase price.

   0 mobile radios @ $400.00 = $0.00

   Batteries
   New IMPRES2 GTS H7038-Li-IM2 batteries may be purchased at an additional cost of $131.00 each.

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. **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 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 laws 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'S maintenance included under purchasing contract PO 921054 with Motorola includes maintenance under the Motorola System Manager for the length of the contract and service agreements currently in place at the execution of this contract. Upon expiration of the SELLER's contract with Motorola for services, the BUYER may contract for their own services or execute a new service contract with SELLER. SELLER reserves the right to decline the extension of services to a new contract.

G. BUYER is responsible for arranging maintenance requests through the SELLER's ticketing system.

H. The BUYER further agrees that any options which are integrated as part of the subscriber units including but not limited to SmartLocate, SmartConnect, SmartMessaging or Airtime are the responsibility of the BUYER.

I. The BUYER understands that purchase of equipment does not entitle BUYER to access to the DuPage Emergency Dispatch Interoperable Radio System (DEDIR System). Access to the DEDIR System may be granted through a different application request.

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.

By: _____ By: _____
Greg Schwarze Authorized Signatory

Title: Chair Title: _____

Date: _____ Date: _____

DuPage County Board

By: _____
Deborah A. Conroy, Chair

Date: _____