

**VEHICLE PURCHASE AGREEMENT WITH SAFEWARE INC.  
FOR A POLICE MOBILE COMMAND CENTER**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_ 2024 (the “Effective Date”) by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation (“City”), and SAFEWARE INC, a Maryland corporation, (“Supplier”), both of which may be hereinafter referred to collectively as the “Parties”.

**RECITALS**

A. Using American Rescue Plan Act Funds, City desires to retain a vendor to provide a mobile command center vehicle for its police department available through the State of Arizona Cooperative Contract # 210237-C (on file in the City’s finance department) and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. The open market procedures have been satisfied to the extent they apply.

C. The Parties have set forth below additional terms required of Supplier and City, including payment and delivery terms, all of which supersede any cooperative contract terms.

**AGREEMENT**

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **AGREEMENT:** Supplier hereby sells, conveys and transfers to City all rights, title and interest in and unto the vehicles, associated equipment and other personal property, hereinafter referred to collectively as “Vehicle”, detailed in Exhibit A.

2. **SUPPLIER’S DUTIES:** Supplier shall provide the Vehicle and make delivery of the Vehicle as detailed in Exhibit A, but in no case shall Vehicle be delivered after July 31, 2026.

3. **COMPENSATION:** In accordance with the terms and conditions of this Agreement, City shall compensate Supplier for Vehicle in an amount not to exceed One Million Seven Hundred Eighty-Seven Thousand Three Hundred and Two Dollars and Sixteen Cents (\$1,787,302.16) upon delivery of the Vehicle (and proof of title transfer to the City) and only if all Vehicle systems are operating to the full satisfaction of the City.

4. **TERM/RENEWAL:** The term of this Agreement starts on \_\_\_\_\_, 2024 and ends on July 31, 2026. Following the initial term, the Parties may not renew or extend this Agreement.

5. **DELIVERY AND ACCEPTANCE:** Upon acceptance by the City, which acceptance shall be identified after ten (10) calendar days of City taking possession of titled vehicle, such acceptance shall acknowledge that the vehicle is in good order and condition and that City is satisfied with the same.

6. **WARRANTY:** Contractor shall guarantee the vehicle against defective workmanship or materials for a period of one (1) year bumper to bumper through LDV and a five (5) year warranty on the freightliner cab/chassis. (Warranty on file with AJPd).

7. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

8. **APPLICABLE LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

9. **PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with consultants who engage in boycotts of the State of Israel. Should Consultant under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

10. **CERTIFICATION PURSUANT TO A.R.S. §35-394:** In accordance with Arizona Revised Statutes § 35-394, Consultant hereby certifies and agrees that Consultant does not currently and shall not for the duration of this Agreement use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Consultant becomes aware during

the term of this Agreement that Consultant is not in compliance with this Section, then Consultant shall notify the City within five (5) business days after becoming aware of such noncompliance. If Consultant does not provide the City with written certification that Consultant has remedied such noncompliance within one hundred eighty (180) days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized representative as follows:

**SUPPLIER:**

**SAFEWARE, INC.**  
a Maryland Corporation

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY:**

**CITY OF APACHE JUNCTION, ARIZONA,**  
an Arizona municipal corporation

\_\_\_\_\_  
By: Walter "Chip" Wilson

Its: Mayor

**ATTEST:**

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**Jennifer Pena**  
**City Clerk**

**APPROVED AS TO FORM:**

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**Richard J. Stern**  
**City Attorney**

## EXHIBIT A