

Date: 1/8/2025

Re: QUOTE-2713199

Agency: Willard Police Department

Total Cost: \$88,700.00

Please be advised that the **Willard Police Department** will purchase the goods and/or services offered in your **QUOTE-2713199** dated **07/11/2024**. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda. Terms are NET 30 unless otherwise agreed upon.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to, the funds for this purchase have been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference **QUOTE-2713199** and be sent to:

Willard Police Department

Attn: **Mayor Troy Smith**

795 Hughes Rd

Willard, MO 65781

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Willard Police Department

Attn: **Mayor Troy Smith**

795 Hughes Rd

Willard, MO 65781

Sincerely,

Signature: _____

Name: _____

Title: _____

Email: _____

Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

- **Online Terms Acknowledgement.** The Parties acknowledge and agree that the applicable terms available at <http://www.motorolasolutions.com/product-terms>, specifically, the Motorola Customer Agreement and its applicable addenda including: the Subscription Services Agreement, the Equipment Purchase and Software License Addendum, Software Products Addendum, Mobile Video Addendum, and the Maintenance Support Lifecycle Addendum (collectively the "MCA") are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.
- **Entire Agreement.** This Acknowledgement, along with the Additional Terms on "Exhibit A" attached (collectively, Agreement) supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates to Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.
- **Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
- **Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of \$88,700.00.**
- **Purchase Order Requirements (Customer check one only)**
 - Purchase Order is issued and attached.
 - No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order in its entirety.
- **Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.**

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc. Customer:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Online Terms Acknowledgement

Exhibit A – Additional Terms and Conditions

1. Non-Discrimination. Motorola agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

2. E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, Motorola, by entering into this Agreement with Customer, is required to enroll in and verify the work eligibility status of all of his newly hired employees through the E-Verify program. Motorola is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, Motorola affirms that it does not knowingly employ an unauthorized alien. Motorola further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

3. Non-Appropriation. The Parties acknowledge that Customer is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the term of this Agreement, Customer's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. Motorola shall not be obligated to perform unless and until sufficient funds are appropriated. Customer agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. Customer agrees to inform Motorola in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to exhaustion of the appropriated funds.