

PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”) and Utility Associates, Inc., a Delaware corporation (the “Provider”).

RECITALS

WHEREAS, the City desires to purchase forty (40) body worn cameras and associated equipment and warranties (the “Products”).

WHEREAS, the City desires to purchase the Products from Provider as outlined in this Agreement, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s quote dated August 3, 2020 (the “Quote”) attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (the “Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the Products are delivered (the "Term"). The City may pay the Provider for the Products up to an amount not to exceed Two Hundred One Thousand, Eight Hundred Dollars and 00/100 (\$201,800.00).

2.2. The prices in the Quote will remain in effect for the Term. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Provider will invoice the City Seventy Thousand Dollars and 00/100 (\$70,000.00) Net 30 terms from the date of issuance of Purchase Order. Provider will invoice the City the annual warranty of Thirty-two Thousand, Nine Hundred Fifty Dollars and 00/100 (\$32,950.00) at the date of the Original Purchase Order Issuance. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 700
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

(a) Provider is a duly formed and validly existing Delaware corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

(b) The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

(c) Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

4.1.2. Cyber Liability:

\$2,000,000.00 claim/loss

\$4,000,000.00 aggregate

4.1.3. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.1.4. Primary Coverage: For any claims related to this contract, the Provider’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider’s insurance and shall not contribute with it.

4.1.5. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.1.6. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.1.7. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.1.8. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

4.1.9. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.1.10. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

4.1.11. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

SECTION FIVE TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement [including, without limitation, compliance with the terms of Exhibit A. This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN NOTICES

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Brittany Contardi 2250 Las Vegas Blvd., North, Suite 710 North Las Vegas, NV 89030 Phone: 702-633-1463
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To Provider:	Utility Associates, Inc. Attention: Althea Palmer 250 E. Ponce De Leon Ave., Ste. 700 Decatur, GA 30030 Phone: 800-597-4707, Ext. 102
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7.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION EIGHT SAFETY

8.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.”

8.2. Safety Equipment. Contractor will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION NINE MISCELLANEOUS

9.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related top this Agreement or actions to enforce or interpret the terms of this Agreement.

9.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

9.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

9.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

9.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider’s Quote or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

9.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 8.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

9.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

9.8. Time of Essence. Time is of the essence in the performance of this Agreement.

9.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

9.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

9.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

9.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

9.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

9.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a “Public Record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney’s fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

9.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

9.16 Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.


[The remainder of page is left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Utility Associates, Inc.,
a Delaware corporation

By: _____
John J. Lee, Mayor

By:  _____
Name: Michael J. Nark
Title: President & CEO

Attest:

By: _____
Catherine A. Raynor, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Quote

Please see the attached page(s).



Sales Estimate

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	North Las Vegas NV Police
Date	8/3/2020
Sales Quote#	130281
Expires	10/2/2020
Sales Rep	Chiera, Vincent
PO#	
Terms	Net 30

Bill To

Ship To

Alejandro Rodriguez
North Las Vegas NV Police
2332 Las Vegas Blvd
Ste 200
North Las Vegas NV 89030

Item	Description	Quantity	Price Each	Amount
BW-S-4001	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - Year 1: 09/1/2020 thru 08/31/2021	40	\$900.00	\$36,000.00
BW-H-4001-X1	Bodyworn Hardware Bundle - Year 1	40	\$800.00	\$32,000.00
BW-S-4001	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - Year 2: 9/1/2021 thru 8/31/2022	40	\$900.00	\$36,000.00
BW-S-4001	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - Year 3: 9/1/2022 thru 8/31/2023	40	\$900.00	\$36,000.00
BW-S-4001	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - Year 4: 9/1/2023 - 8/31/2024	40	\$900.00	\$36,000.00
BW-S-4001	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - Year 5: 9/1/2024 thru 4/30/2025 Coterminous with Recent BodyWorn Purchases	40	\$600.00	\$24,000.00
BODY-H-303-MotoG7Power	BW Soft Shell Pouch with Lanyard/Clip, Holster and Lens- MotoG7 Power	40	\$45.00	\$1,800.00
Description	Direct Payment Options to UAI			
	Option 1: Net 30 terms Amount Due: \$201,800			
	Option 2: Payment 1 - Year 1: \$70,000 Payments 2 - 5 in Years 2 - 5: \$32,950/yr.			

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details.

Please forward all inquiries to insidesales@utility.com



Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Bill To

Ship To

Alejandro Rodriguez
North Las Vegas NV Police
2332 Las Vegas Blvd
Ste 200
North Las Vegas NV 89030

Sales Estimate

Customer	North Las Vegas NV Police
Date	8/3/2020
Sales Quote#	130281
Expires	10/2/2020
Sales Rep	Chiera, Vincent
PO#	
Terms	Net 30

Subtotal	\$201,800.00
Sales Tax (0%)	\$0.00
Total	\$201,800.00