

FIRST AMENDMENT TO AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT FOR AUTOMATED RETAIL FUEL DISPENSING SOLUTION

This First Amendment to Agreement to Use Local Government Contract For Automated Retail Fuel Dispensing Solution Agreement (“First Amendment”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and WEX Bank, a Utah industrial bank (“Supplier”; collectively, City and Supplier may be referred to as the “Parties”).

WITNESSETH:

WHEREAS, on May 20, 2021, the City and Supplier entered into the Agreement to Use Local Government Contract for Automated Retail Fuel Dispensing Solution (“Initial Agreement”), a copy of which is attached hereto as “**Exhibit A**” (41 pages);

WHEREAS, the Parties want to amend Section 2.1 of the Initial Agreement so that the not to exceed amount of One Million Six Hundred Thousand Dollars and 00/100 (\$1,600,000.00) per fiscal year commencing on July 1 and ending June 30 the following year is changed to a not to exceed amount of Two Million Two Hundred Thousand Dollars and 00/100 (\$2,200,000.00) for the fiscal year ending on June 30, 2022;

WHEREAS, the Parties want to increase the not to exceed amount by \$100,000 for each fiscal year beginning July 1, 2022 until the Initial Agreement terminates on March 31, 2025; and

WHEREAS, the Initial Agreement shall be amended as described herein.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the Parties hereby covenant and agree to the following:

AGREEMENT

1. Section 2.1 of the Initial Agreement shall be deleted and replaced with the following:

“The term of this Agreement commenced on May 20, 2021 and will continue in effect until March 31, 2025 (the “Term”), unless earlier terminated in accordance with the terms herein and in the Original Contract and Amendment. If the City determines, in its sole discretion, that Supplier has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to five (5) one-year period(s) upon written notice to the Supplier. The City shall purchase the goods and services according to the prices and fees described in Exhibit A of the Initial Agreement (the Original Contract and Amendment). The City shall pay the Supplier the following not to exceed amounts for goods and services rendered pursuant to the Agreement:

- May 20, 2021 to June 30, 2021: \$184,110.00
- July 1, 2021 to June 30, 2022: \$2,200,000.00
- July 1, 2022 to June 30, 2023: \$2,300,000.00
- July 1, 2023 to June 30, 2024: \$2,400,000.00
- July 1, 2024 to March 31, 2025: \$1,876,712.00

The prices in the Original Contract and Amendment shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Supplier for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.”

2. In all other aspects, the Parties confirm and re-affirm the terms and provisions of the Initial Agreement.

IN WITNESS WHEREOF, the City and Supplier have executed this First Amendment as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

WEX Bank,
a Utah industrial bank

By: _____
John J. Lee, Mayor

By: Tim Laukka
Tim Laukka (Feb 17, 2022 12:03 MST)

Name: Tim Laukka

Title: President

Attest:



By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

INITIAL AGREEMENT

Please see attached page(s).

AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT FOR AUTOMATED RETAIL FUEL DISPENSING SOLUTION

This Agreement to Use Local Government Contract for Automated Retail Fuel Dispensing Solutions (the "Agreement") is made and entered into as of 05/20/2021 11:26:05 PDT (the "Effective date") by the City of North Las Vegas, a Nevada municipal corporation (the "City") and WEX Bank, a Utah industrial bank (the "Supplier").

RECITALS

WHEREAS, the City desires to obtain services from the Supplier under the terms and conditions set forth in that certain Contract Number 605275 Automated Retail Fuel Dispensing Solution entered into between Las Vegas Metropolitan Police Department ("Metro") and Supplier effective July 13, 2020, with its attendant contract documents, attachments, and exhibits (collectively, the "Original Contract"). The Original Contract was amended on July 9, 2020 (the "Amendment"). The Original Contract and Amendment are attached as Exhibit A;

WHEREAS, in the Amendment dated July 9, 2020, Metro mistakenly noted that the document entitled "WEX Fleet Card Financial Incentives for Las Vegas Metropolitan Police Department" attached as Exhibit C – Fee Schedule and Rebates to the Amendment was to replace Exhibit C – Fee Schedule of the Original Contract; however, the Fee Schedule to the Original Contract was attached as Exhibit A;

WHEREAS, NRS 332.195(1)(a) permits the City to enter into a contract pursuant to a solicitation by another governmental entity located within or outside this State with the authorization of the contracting Supplier;

WHEREAS, Supplier can provide the goods that the City seeks at the rates set forth under the Original Contract and Amendment;

WHEREAS, the City desires to purchase automated fuel dispensing solution (fuel cards) as provided in the Original Contract; and

WHEREAS, the City and the Supplier intend to enter into an agreement using the terms, conditions and specifications of the Original Contract and Amendment, including the exhibits attached to the Original Contract noted as "Attachment A – Charge Card Agreement", "Exhibit B – Scope of Work", "Exhibit C – Insurance Requirements", and the "Revised Exhibit C – Fee Schedule and Rebates" attached to the Amendment, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

SECTION ONE AFFIRMATION OF ORIGINAL CONTRACT

1.1 The City and the Supplier agree to use the Original Contract and Amendment so that the City may purchase the services under the same terms and provisions as the Original Contract and Amendment, provided that to the extent the terms of this Agreement conflict with the terms of the Original Contract and Amendment, the terms of this Agreement shall govern and the conflicting terms of the the Original Contract and Amendment shall be considered null and void and not applicable to this Agreement.

1.2 As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract and Amendment as the basis for this Agreement.

1.3 Wherever the term "Las Vegas Metropolitan Police Department", "LVMPD", or "Owner" appear in the Original Contract and Amendment, the parties deem such terms to mean the "City" or "City of North Las Vegas."

SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on the Effective Date and will continue in effect until March 31, 2025 (the "Term"), unless earlier terminated in accordance with the terms herein and in the Original Contract. If the City determines, in its sole discretion, that Supplier has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to five (5) additional one-year period(s) upon written notice to the Supplier. The City shall purchase the goods according to the prices and fees described in Exhibit A (the Original Contract and Amendment). The City shall pay the Supplier an amount not to exceed One Million Six Hundred Thousand Dollars and 00/100 (\$1,600,000.00) per fiscal year commencing on July 1 and ending June 30 each year. The prices in the Original Contract and Amendment shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Supplier for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

2.2. As detailed in Section 5 of Attachment A to the Original Contract and Amendment, the City agrees to pay and/or perform: (i) fees listed on the attached fee schedule, (ii) all amounts payable for Transactions on each Card or Account, and (iii) all obligations, covenants, and warranties in this Agreement. In accordance with Section 5 of Attachment A, in the event the City charges amounts in excess of \$1.6 million on the Cards or Accounts under this Agreement in any fiscal year that that this Agreement is in effect, the City will seek City Council approval of an amendment to this Agreement to cover such outstanding balances or invoices.

2.3. Payment to the Supplier shall be made within thirty (30) calendar days after

the City receives each invoice provided by the Supplier to the City. The Supplier shall submit the original invoice to:

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

Any invoice disputed by the City will be handled pursuant to the procedures detailed in Section 8 of the Charge Card Agreement attached as Attachment A to the Original Contract and Amendment.

2.4. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery 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
Purchasing Division
Attn: Joy Yoshida
2250 Las Vegas Blvd., N., Ste. 710
North Las Vegas, NV 89030
Phone: 702-633-1745

To Supplier: WEX Bank
Government Fleet Cards
Attn: Ryan Kelly
7090 South Union Park Center
Ste. 350
Midvale, UT 84047
Phone: (207) 773-8171

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.

2.5. The Supplier agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract.

2.6. Miscellaneous.

A. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law, provided that the parties agree and acknowledge that the loans under this Agreement are made by Supplier in Utah pursuant to Utah law and Utah law shall govern the extension of credit hereunder and all directly related credit matters.

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

C. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto 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.

D. Attorney's Fees. In the event either party commences any against the other in connection with this Agreement (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section survives the termination of this Agreement until the applicable statutes of limitation expire.

E. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

F. 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.

G. 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 Supplier under this Agreement, the City shall have the right to terminate this Agreement when appropriate funds expire. For the avoidance of doubt, the City is obligated to pay for all charges incurred prior to termination and any related fees due under this Agreement.

H. 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 Supplier for the disclosure of any public record, including but not limited to documents provided to the City by the Supplier. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Supplier, the Supplier 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 shall survive the expiration or early termination of the Agreement.

I. 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.


J. Defined Terms. Any terms not specifically defined in this Agreement shall be defined as provided in the Original Contract and Amendment and their related exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,
a Nevada municipal corporation

WEX Bank,
a Utah industrial bank

By: 
John J. Lee, Mayor

By: 
Name: Tim Laukka
Title: President

Attest:

Approved as to form: Andressa Richard

By: 
Catherine A. Raynor,
City Clerk

Approved as to Form:


By: 
Micaela Rustia Moore
City Attorney

EXHIBIT A

CONTRACT NUMBER 605275

[Please see the attached pages]



Las Vegas Metropolitan Police Department Amendment

Contract No. 60
Title

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this 07/09/2020, by and between Las Vegas Metropolitan Police Department (hereinafter referred to as "LVMPD") and WEX Bank (hereinafter referred to as "Company").

WHEREAS, the parties previously entered into Automated Retail Fueling System, (hereinafter referred to as Contract") effective 07/13/2020, pursuant to which the Company agreed to provide for fueling services.

WHEREAS, the LVMPD and Company desire to amend the Contract as provided below.

NOW, THEREFORE, the parties agree as follows:

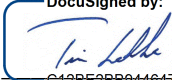
1.	REFERENCE:	Exhibit List
	DELETE:	Exhibit C – Fee Schedule
	REPLACE WITH:	Revised Exhibit C – Fee Schedule

Except as specifically modified herein, the original Contract remains in full force and effect.

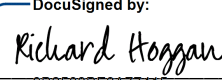
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

Company:

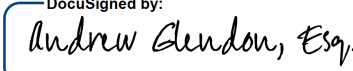
WEX Bank

By: 
C12BE2BB9446476...
Tim Laukka
Bank President

LVMPD:

By: 
9B2583BF6A77415...
Richard Hoggan
Chief Financial Officer

**APPROVED AS TO FORM:
Santoro Whitmire, Ltd.**

By: 
020781CE65CD49F...
Andrew J. Glendon, Esq.
Legal Counsel



WEX Fleet Card Financial Incentives for Las Vegas Metropolitan Police Department

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide you with rebates in accordance with the below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in our proposal supersedes that of the attached sample terms and conditions. The only fees for the WEX fleet card program are those that occur upon request or occurrence.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, TA, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, TA, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all your Monthly Retail Transactions based on the tier established in the table below (the "Rebate").

Rebate Table

Monthly Gallons	Basis Points (Rebate Percentage)
100,000-149,999	120 (1.20%)
150,000-199,999	125 (1.25%)
200,000-249,999	130 (1.30%)
250,000+	135 (1.35%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) central billing (one invoice, one payment); (3) payment in full within 30 calendar days of the billing date appearing on your invoice; (4) Monthly Gallons of at least the minimum described in the Rebate Table; (5) credit approval; and (6) signing a five-year contract.



Calculation

We shall commence calculating the Volume Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

B. Payment Timing Rebate

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to your accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment received and posted to account in full by the 10th calendar day of the month for the prior month's invoice.	10 basis points (0.10%)
Monthly	Payment received and posted to account in full by the 5th day calendar day of the month for the prior month's invoice.	15 basis points (0.15%)
Tri-Monthly	Payment in full tri-monthly (on the 10 th calendar day, 20 th calendar day and 1st Business Day of the next month) via Direct Debit.*	35 basis points (0.35%)

**Enrollment in Direct Debit requires the completion of a Direct Debit form.*

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) your utilization of centralized billing (i.e. one bill, one payment); (2) electronic reporting (i.e. no paper reports); and (3) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable



Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

WEX Universal Fleet Card Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	WAIVED
Program Maintenance Charge	WAIVED
Paper Delivery Fee	WAIVED

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

Direct any questions to Customer Service at (800) 492-0669



LAS VEGAS METROPOLITAN POLICE DEPARTMENT
ATTACHMENT 1
CONTRACT- Automated Retail Fuel Dispensing Solution

Purchasing Unit
400 B S. Martin Luther King Blvd.
4th Floor
Las Vegas, Nevada 89106-4372
Phone (702) 828-5788



LAS VEGAS METROPOLITAN POLICE DEPARTMENT
CONTRACT NO. 605275
CONTRACT FOR Automated Retail Fuel Dispensing Solution

Company	WEX BANK
Address	7090 South Union Park Ave.; Suite#350; Midvale, UT 84047
Telephone No.	(207) 773-8171; (952) 922-1104
FAX No.	
Contact	Ryan Kelly
Email	Ryan.kelly@wexinc.com

CONTRACT NO. 605275
Automated Retail Fuel Dispensing Solution

This Contract is made and entered into this _____, by and between Las Vegas Metropolitan Police Department (hereinafter referred to as “Owner”), a local government having its principal office located at 400B South Martin Luther King Boulevard, Las Vegas, Nevada 89106, and WEX Bank (hereinafter referred to as Company), having its principal office located at 7090 South Union Park Ave.; Suite#350; Midvale, UT 84047, for Fuel Services for the Fleet Card Program for Automated Retail Fuel Dispensing Solution (hereinafter referred to as “Project”).

W I T N E S S E T H:

WHEREAS, the Company is competent to perform the services described herein and desires to enter into this Contract with the Owner for the provision of such services

WHEREAS, the Company has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract;

WHEREAS, the Company has the personnel and resources necessary to offer a Fleet Fuel Card Program, and has been selected in compliance with the provisions of the Nevada Revised Statutes as the responsible Company whose proposal is most advantageous to OWNER, all factors considered;

NOW THEREFORE, in consideration of the mutual promises hereinafter given, it is mutually agreed by and between the Company and the Owner as follows:

SECTION A – CONTRACT FORM

The subject matter of this Contract is the Fleet Card Program for Automated Retail Fuel Dispensing Solution.

SECTION B – BASIC TERMS

B-1 DEFINITIONS

The following definitions apply to this Contract:

Amendment	A written document/Purchase Order from the LVMPD Purchasing Unit directing immediate changes in the Services for which a change to the Contract Term, Scope, and/or Contract Amount may be required after award.
Award Date	The date that a Contract becomes effective, after the Contract has been approved by the Owner. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the Owner.
Chief Financial Officer	The LVMPD Chief Financial Officer.
Company	The individual, partnership or corporation that is the most qualified Proposer who is awarded a Contract by the Owner and is responsible for the performance of services under the Contract.
Company Representative	The individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

Attachment 1 –Contract 605275

Contract	This document, which represents the written agreement between the parties, consisting of the Charge Card Agreement and Sections A through F, which is binding and effective only upon execution by the Owner.
Contract Documents	The following documents which collectively constitute the obligations of the Company, in the following governing order: (1) this Contract and the attachments hereto; (2) the Request for Proposals (RFP) No. 605275 and any addenda thereto; and (3) the Company's proposal in response to the RFP, including its Best and Final offer or clarifications (if any).
Charge Card Agreement	WEX Fleet Business Charge Card Agreement, submitted with RFP response and attached hereto and incorporated herein as Attachment A.
Day	Except as otherwise specified, "Day" will mean calendar day.
Deliverable	Any report, software, hardware, data, documentation, presentation, or any other tangible item that the Company is required to provide the Owner under the terms of a Contract.
Final Acceptance	Project completion and the warranty start date, after LVMPD has signed off as the Project is 100% complete and final payment is authorized.
Fiscal Affairs Committee (FAC)	The Governing Body that is the approving authority for fiscal matters of the Las Vegas Metropolitan Police Department.
Goods	Has the same definition as given under Article 2 of the Uniform Commercial Code (NRS Chapters 104 and 104A), and substitutes for common usage terms such as "materials", "Goods", "equipment", "products", and "supplies".
Governing Body	Las Vegas Metropolitan Police Department Fiscal Affairs Committee (FAC) in which the general legislative and fiscal powers of the local government are vested.
Manufacturer's Published Price List(s)	The price list(s) published by a manufacturer for their line of products or provided by a company for distribution which contains the MSRPs of the offered product line(s).
Manufacturer's Suggested Retail Price (MSRP)	The price of a product which the manufacturer recommends that the retailer sell the product, before any discount(s).
Non-exclusive Contract	A contract under which the Owner agrees to obtain some, but not necessarily all, of the Owner's requirements for a particular service.
Notice of Award	A letter issued by the Owner notifying the Successful Proposer of the award of the Contract by the FAC or Finance.
Owner or LVMPD	Las Vegas Metropolitan Police Department (LVMPD)
Proposal Submittal	Package of information submitted by a Proposer which is in response to information which was required by the Owner and specified in the RFP Document, bid security (if required), and any/all required attachments.
Prospective Proposer	An individual or firm who has received a copy of the RFP Document.

Purchasing Representative	Individual designated in the RFP Document as the Owner's point of contact to whom all inquiries should be addressed, beginning with the issuance of the RFP Document and ending with an award of a Contract, or the withdrawal of the RFP, if no Contract is awarded.
Project	A collaborative effort that is carefully planned to achieve a particular goal, accomplishing particular tasks under time constraints.
Project Manager	Individual designated in the Contract as the Owner's point of contact after the award of the Contract, who is responsible for the supervision, direction, control and approval of the work of the Company regarding routine matters of the Contract.
Request for Proposal (RFP)	A competitive solicitation by Owner to procure Services in accordance with Nevada Revised Statutes (NRS) Chapter 332.

B-2 CONTRACT TYPE

This is a Non-exclusive Contract.

B-3 COMPENSATION

The Charge Card Agreement sets forth payment obligations and terms.

B-4 INVOICES

(a) The Company shall submit an invoice to the Owner in accordance with the Charge Card Agreement. The Company shall furnish monthly invoices on or about the first day of each month. The Owner shall pay the invoiced amount net 30 Days after the date of receipt of a correct invoice. Company understands and agrees that net 30 Days in this case means that the check is cut at the Owner the first business day after thirty (30) Days after the invoice date, and additional days must be allowed for mailing. All invoices should identify the following items, which may appear on the invoice itself or details accompanying the invoice:

1. Owner contract number and contract name;
2. The date of the invoice;
3. Company's invoice number;
4. Company name;
5. Complete address (including street, city, state and zip code);
6. Telephone number;
7. Contact person;
8. Itemized description of services performed and/or products delivered (including quantities) or services rendered (including performance dates covered), referencing the contract item in attached Exhibit B (Fee Schedule);
9. Itemized pricing and total amount due (excluding eligible Sales and Use Tax); Rate for Service Provided
10. Date of Service
11. The associated Owner purchase order number;
12. Company's tax identification number;
13. Owner contract number

(b) Owner and Company agree to reconcile all errors, corrections, credits, and disputes in accordance with Section 8 of the Charge Card Agreement. Payment to the Company will be made in full within net 30 Days as specified above. Invoices received without a valid purchase order number will be returned unpaid. The Company shall submit an original invoice to:

Las Vegas Metropolitan Police Department
ATTN: Accounts Payable

400B South Martin Luther King Boulevard
Las Vegas, Nevada 89106

(c) The Company shall forward a copy of the original invoice to the Owner's Project Manager identified in Paragraph D-2 (Project Manager / Company Representative).

(d) Upon termination of this Contract, the Company shall submit a statement summarizing previous billings rendered and payments received and providing any other information necessary for contract close out. Within 30 Days after receipt thereof, the Owner shall pay the Company all amounts due.

(e) With respect to the unpaid amount of any undisputed invoice not paid in full as specified herein, no penalty may be charged by Company to Owner.

B-5 CONTRACT TERM

(a) NOTICE TO PROCEED

The parties to this Contract understand and agree that execution of this Contract by the Owner is not a Notice-To-Proceed with the Scope of Work of this Contract. A Notice-To-Proceed will be given by the Owner to the Company after receipt and approval of all insurance requirements specified in this Contract or equivalent protection.

(b) INITIAL TERM

The initial contract term period is from date of award to March 31, 2025, unless extended through mutual written agreement by both parties.

(c) CONTRACT RENEWALS

The Owner has the option to renew this Contract for an additional five, one-year periods from its expiration date.

(d) CONTRACT EXTENSION

Owner reserves the option to temporarily extend this Contract for periods up to 180 calendar days from its expiration date for any reason.

SECTION C – SCOPE OF WORK

C-1 Intentionally Omitted

SECTION D – SPECIAL CONDITIONS

D-1 LEGAL NOTICE

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

- (i) received by the party to whom it is directed by hand delivery or personal service, or
- (ii) transmitted by facsimile with confirmation of transmission, or
- (iii) transmitted by electronic signature process with Certificate of Completion, or
- (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE OWNER:

Las Vegas Metropolitan Police Department
Attn: Manager, Purchasing Unit
400B South Martin Luther King Boulevard
Las Vegas, Nevada 89106

FOR THE COMPANY:

WEX Bank
Attn: Legal

7090 South Union Park Avenue; Suite #350
Midvale, UT 84047

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 OWNER'S PROJECT MANAGER / COMPANY REPRESENTATIVE

The Owner designates Purchasing Manager as the Project Manager for this Contract. The Owner will provide written notice to the Company, should there be a delegation of any or all responsibilities to appropriate staff members or a subsequent Project Manager change, along with the effective date. The Project Manager will be the Company's principal point of contact at the Owner regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, review the services performed for compliance with the terms of this Contract, and will provide guidance regarding the Owner's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract. The Owner agrees that its officers and employees and consultants will cooperate with Company in the performance of services under this Contract and will be available for consultation with Company at reasonable times with advance notice as to not conflict with other responsibilities.

The Company designates Ryan Kelly as the Company Representative for this Contract. The Company will provide written notice to the Owner, should there be a subsequent Company Representative change. Should the Company Representative of the Company be unable to complete their responsibility for any reason, the Company shall replace him or her or them with a qualified person or subconsultant with the Owner's approval. If Company fails to make a required replacement within 30 Days, Owner may terminate this Contract for default.

D-3 EMERGENCY BUSINESS SERVICES

During a natural disaster, or homeland security event, there may be a need for the LVMPD to reach your business for services 24 hours per day, seven days a week and 365 days a year (24/7/365).

For this purpose a primary and secondary emergency point of contact (POC) name and phone number is required from the Successful Bidder. It is critical to the LVMPD that the Successful Bidder's emergency POC information remains current. Project Manager specified ABOVE must be contacted by email with any change to a Successful Bidder's POC names or phone numbers.

All products or services provided to meet an emergency phone request are to be supplied at the contract prices, terms and conditions. The only exception is that the Successful Bidder may provide an emergency fee (pricing) for after-hours emergency opening of the business in the Pricing Exhibit.

D-4 SECURITY

Anyone with a background history showing any of the following within seven years (or two years where explicitly noted) of their hire date will not be allowed to work under this Contract: (a) a conviction for a felony, (b) theft of any kind within the two year period prior to their hire date, (c) sex offense, (d) any crime Involving moral turpitude, (e) illegal drug or narcotics use within the two year period prior to their hire date (excluding marijuana convictions for any employee currently based in a state in which marijuana is legalized), (f) sale or possession of illegal drugs or narcotics, or, (g) to the Company's knowledge, anyone showing a felony charge pending, or who has any outstanding felony warrants of any type.

Successful Bidder shall be responsible for all personnel engaged in the work to ensure that said personnel comply with all security requirements imposed by Owner. Successful Bidder shall follow the directions given by Owner concerning the security policies, procedures, rules, regulations and methods of access and any other restrictions applicable to work within LVMPD facilities, or with LVMPD data and information.

- (a) Personnel Information

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Within five calendar days after written notification of award and before the Contract start date, Successful Bidder shall provide Owner's Project Manager with the name, title, telephone number, and email of the Successful Bidder's point of contact.

(b) **Removal or Addition of Employee**

Successful Bidder agrees to work closely with Owner to ensure use of acceptable personnel. Owner reserves the right to request removal of any Successful Bidder's employee for any reason or no reason, should such action be considered necessary to the best interests of the Owner. Successful Bidder is permitted to add/replace personnel only after Owner is provided written notice and compliance with provisions in the General Conditions.

D-5 LOGO, ARTWORK AND COPYRIGHT USE

Logo, artwork and copyright use owned by LVMPD. Any logo, artwork and copyright owned by LVMPD may only be used in association and within the scope requirements of its use pursuant to this Contract (and such use by the Successful Bidder shall be subject to the prior approval of LVMPD), but not for any other purpose, unless written approval is given by the LVMPD.

D-6 WARRANTY

(a) **SERVICES**

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the Owner, re-perform or perform the services so that the services conform to the warranty.

D-7 Intentionally omitted.

D-8 LICENSES / REGISTRATIONS

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active applicable business license.

D-9 REVIEW COMMENTS

The services performed by Company under this Contract shall be subject to periodic review by the Owner's Project Manager. The Owner's Project Manager may delegate any or all of the its responsibilities under this Contract to appropriate staff members, and shall so inform Company by written notice before the effective date of each delegation. The review comments of Owner's Project Manager or authorized representative(s) may be reported in writing as needed to Company. It is understood that Owner's Project Manager or its authorized representative's review comments do not relieve Company from the responsibility for the professional and technical accuracy of all work delivered under this Contract. The comments of the Owner's Project Manager or authorized representative may be reported to Company by the Owner's Project Manager. It is understood that the comments made by Owner's Project Manager do not relieve Company from the responsibility for the professional quality of all work delivered under this Contract. To prevent an unreasonable delay in the Company's work, the Owner's Project Manager will endeavor to examine all reports and other documents and will render decisions and advise the Company in a timely manner to avoid unreasonable delay.

D-10 DATA AVAILABLE

(a) Owner shall assist Company in obtaining data on documents from public officers or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified by this Contract.

(b) Company will not be responsible for accuracy of information or data supplied by Owner or other

sources to the extent such information or data would be relied upon by a reasonably prudent Company.

D-11 Intentionally omitted.

D-12 FEDERAL CONDITIONS

Pursuant to Appendix II to 2 code of Federal Regulations (CFR) Part 200, Contract Provisions for non-Federal Entity Contracts Under Federal Awards, the applicable terms are incorporated into this contract by reference, and orders funded with Federal funds may have additional contractual requirements or certifications that must be satisfied at the time the order is placed or upon delivery.

D-13 AFFIRMATIVE STEPS

Pursuant to CFR Part 200.321, Bidder must take affirmative steps listed in that part (1) through (5) to encourage participation of SBE, MBE and WBE subcontractors.

D-14 SURVIVAL

The terms and conditions of this Contract regarding confidentiality, payment, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Contract survive and continue in effect.

D-15 ORDER OF PRECEDENCE

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, Attachment ____ containing the Charge Card Agreement shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

In the event of a conflict between the Contract and or the Contract Documents the following order of preference shall Prevail: (1) this Contract and the attachments thereto; (2) Request for Proposals (RFP) No. 605275, any addenda and questions and answers thereto; and (3) the Company's proposal in response to RFP No. 605275, including its best and final offer or clarifications, if any.

SECTION E – GENERAL PROVISIONS

E-1 DISPUTES

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management.

i. Initial Actions The parties shall first attempt to resolve the dispute informally in meetings or communications between the Company's Project Manager and the Owner's Project Manager. If the dispute remains unresolved 15 Days after it first arises, the Company may request that the Owner's Project Manager issue a recommended decision on the matter in dispute. The Owner's Project Manager shall issue the recommended decision in writing and provide a copy to the Company.

ii. Decisions The recommended decision of the Owner's Project Manager shall become final unless, within 15 Days of receipt of such recommended decision, the Company submits a written request for review to the Owner's Purchasing Manager. In connection with any such review, the Company and the Owner's Project Manager shall be afforded an opportunity to be heard and to offer evidence on the issues presented.

iii. Further Resolution If the dispute remains unresolved after review by the Owner's Purchasing Manager, Company and Owner shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation by individuals who were not directly involved in the drafting of the original Contract, preferably individuals in the C-Suite.

iv. Requirement to Proceed Pending final resolution of a dispute under this section, the Company shall proceed diligently with performance in accordance with the Contract and the Project

Manager's recommended decision, without prejudice to its position in the dispute.

(b) The laws of the State of Nevada shall govern this Contract, provided that the parties agree and acknowledge that the loans under the Contract are made by the Company in Utah pursuant to Utah law and Utah law shall govern the extension of credit hereunder and all directly related credit matters, and the venue for purposes of litigation shall be in a competent jurisdiction in Clark County, Nevada. If litigation is required as a result of this Contract, the prevailing party will be entitled to its reasonable costs and attorney fees.

(c) In the event the Contractor files a claim in District Court, pursuant to one or more provisions of NRS 338.640, and the LVMPD prevails in the Court's decision, then the Contractor shall pay the LVMPD's attorneys' fees. Further, Contractor acknowledges that NRS 338.640 is contained within Nevada's Prompt Pay Act and, thus, fee-shifting provisions apply only to actions involving ordinary progress payments, and not claims for additional compensation or additional days beyond this contract.

(d) All rights and remedies of each party may be exercised, not exercised, waived, modified, limited or suspended by such party in its sole discretion, and nothing in the Contract shall be deemed to require either party to exercise its remedies in any order.

E-2 NOTICE OF DELAY

Should the timely performance of this Contract be jeopardized by the non-availability of Owner provided personnel, data, or equipment, the Company immediately shall notify the Owner in writing of the facts and circumstances that are contributing to such delay however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

Upon receipt of this notification, the Owner will advise the Company in writing of the action which will be taken to remedy the situation.

E-3 Intentionally omitted.

E-4 TERMINATION FOR CONVENIENCE

The Owner shall have the right at any time, including during implementation, to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason) whenever the Owner determines that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Company of a written notice of termination, specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination becomes effective. Except as otherwise provided, settlement of claims by the Company or recoveries by the Owner under this termination for convenience clause shall be in accordance with the legal rights and liabilities of the parties to said Contract. Such termination right shall not limit or modify in any way the Owner's obligations to pay all amounts (including all transaction amounts and fees) owed to the Company hereunder up to the date of termination.

E-5 TERMINATION FOR CAUSE

If the Company fails to perform in accordance with the agreed terms, conditions, or warranties applicable to this Contract, LVMPD may **immediately** terminate all or part of the Contract upon written notice of intent to terminate without any liability by LVMPD to the Successful Bidder. In the event of termination for cause, LVMPD may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as LVMPD may deem appropriate and Successful Bidder shall be liable to LVMPD for any excess cost or other expenses incurred by LVMPD. Such termination right shall not limit or modify in any way the Owner's obligations to pay all amounts (including all transaction amounts and fees) owed to the Company hereunder up to the date of termination.

E-6 INSURANCE

The Company shall obtain and maintain, at its own expense, during the entire term of the Contract, the coverage(s) specified in attached Exhibit C (Insurance Requirements). The Company shall comply with the terms and conditions set forth in attached Exhibit C (Insurance Requirements) and shall include the cost of the insurance coverage in its price(s). The Company shall provide a copy of its Insurance Certificate annually.

E-7 INDEMNITY

Each party agrees, to the extent allowed by applicable law, to mutually indemnify and hold the other party, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by such party. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

E-8 SUCCESSORS AND ASSIGNS

- (a) After award, this Contract may not be assigned to any other person (or company) without the consent of the LVMPD, except to a financial institution authorized to do business in the state of Nevada. Such consent shall not be withheld unreasonably. Any attempt to assign this Contract or transfer any rights, duties or delegate responsibilities of the Contract or a portion thereof without such prior written consent of the Owner shall be null and void. Any assignment or delegation shall not relieve any party of its obligations under this Contract. This provision is separate and apart from the provisions concerning subcontracting set forth in Section E-16 (Subconsultants/Subcontractors).
- (b) After award, this Contract or any portion thereof may not be assigned to any person (or company) who was declared by the LVMPD to be a non-responsible person (or company) to perform the particular company.
- (c) The provisions of this section do not apply to the assignment of the Contract by virtue of the acquisition of the Successful Bidder by a person (or company) that purchases the full assets and liabilities of the Successful Bidder awarded the Contract.

E-9 WAIVER

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of any party to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of such party to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-10 TAXES

The Owner is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-6000028. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

E-11 COMPLIANCE WITH LAWS

- (a) The Company, in the performance of the obligations of this Contract, shall comply with all existing and future applicable laws, rules and regulations and orders of all Federal State and local governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, color, sex, age, sexual orientation, disability, religion or national origin, gender identity or expression, or any other protected status. Upon request, the Company shall furnish to the Owner written confirmation of its compliance with all such laws, rules, orders and regulations. Company acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination and Company recognizes that if they or their subcontractors are found guilty of discrimination by an appropriate

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authority for refusing to hire or do business with an individual or company with protected status, the Owner may declare the Company in breach of the Contract, terminate the Contract and designate the Company as non-responsible.

(b) The Company, and its staff assigned to this Contract, must possess all the applicable State of Nevada business and professional licenses and/or certifications as is required to practice and provide the contracted services. Company shall provide proof of active status of any license and/or certifications within the time specified in

(c) Owner's request.

(d) In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

(e) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Company shall immediately notify the Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The Owner shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase in time, labor, materials and fees, according to the procedures in Section E-26 (Modification/Amendment).

(f) If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Company shall immediately report the same in writing to the Owner who will issue such instructions as may be necessary.

(g) The Goods and/or services shall comply with the (ADA) as amended to date. The Company shall provide the Goods and/or services in compliance with the Americans with Disabilities Act and the rules and regulations promulgated there under and shall immediately notify the Owner of any conflicts between the contract documents and the Act or the rules and regulations promulgated there under.

E-12 AUDIT OF RECORDS

(a) The performance of this Contract by the Company is subject to review by the Owner to insure contract compliance. The Company agrees to provide the Owner any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to the Company and limited to information arising under the term of this Agreement. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provide in the written information request may be cause for termination of the Contract. Owner shall agrees to limit such audit right to a single occurrence during a twelve (12) month period except if by applicable laws.

E-13 INDEPENDENT CONTRACTOR**(a) STATUS OF COMPANY**

In the performance of services under this Contract, the Company, any other person employed by it, and any of its subcontractors or suppliers shall be deemed to be an independent contractor and not an agent or employee of the Owner and they shall not be entitled to, nor will the Owner provide any of the benefits or rights afforded to employees of Owner, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers compensation insurance benefits. Owner will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Company or any of its officers, employees or other agents. The Owner shall hold the Company as the sole responsible party for the performance of this Contract. The Company has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the Owner. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the Owner. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Company shall be solely responsible for, and shall indemnify, defend and hold Owner harmless from all matters relating to the payment of Company employees, including but not limited to, compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

(b) PAYMENT OF TAXES

The Company agrees to pay all required taxes on amounts paid to the Company under this Contract and to indemnify, defend and hold the Owner harmless from any and all taxes, assessments, penalties and interest asserted against the Owner by reason of the independent contractor relationship created by this Contract or by reason of the Company's failure to pay taxes when due. In the event that the Owner is audited by any Federal or State agency regarding the independent contractor status of the Company and the audit in any way fails to sustain the validity of an independent contractor relationship between the Owner and the Company, then the Company agrees to reimburse the Owner for all costs, including but not limited to, accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

(c) WORKERS COMPENSATION COMPLIANCE

The Company shall fully comply with the workers compensation laws applicable to the Company and its employees. The Company further agrees to indemnify, defend, and hold the Owner harmless from any failure of the Company to comply with applicable workers compensation laws. The Owner shall have the right to offset against any amounts otherwise due to the Company under this Contract any costs incurred by the Owner resulting from any such failure to comply or resulting from Company's failure to promptly pay to the Owner any reimbursement or indemnification arising under this section.

E-14 Intentionally omitted.**E-15 Intentionally omitted.****E-16 UNAUTHORIZED ALIENS**

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-17 DISCRIMINATION

Company acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the Owner may declare the Company in breach of the Contract, terminate the Contract, and designate the Company as non-responsible.

E-18 FORCE MAJEURE

The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the reasonable control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) civil disturbances, or (7) unusually severe weather; but does not include labor related incidents, such as strikes or work stoppages. Delays arising from the actions or inactions of one or more of the Company's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within the Company's control. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 Days. If the foregoing circumstances result in a delay greater than 60 Days, the Owner may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-4 (Termination for Convenience).

E-19 Intentionally omitted.**E-20 ASSUMPTION OF RISK**

Any services performed by the Company under this Contract which require prior review and approval by the Owner shall be at the sole risk and expense of the Company if such prior review and approval by the Owner is not obtained.

E-21 RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE

If Owner in good faith has reason to believe that Company does not intend to, or is unable to, perform or

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continue performing under the Contract, Owner may demand that Company promptly provide written assurance of intent to perform. Failure by Company to provide the assurance within the time specified may be the basis for terminating the Contract or for Owner to exercise any other remedy available to it under the Contract or laws.

E-22 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-23 CONFORMING SERVICES

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the Owner with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-24 MODIFICATION/AMENDMENT

(a) This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. No services for which an additional compensation will be charged by the Company shall be furnished without the written authorization of the Owner. Any other attempt to modify or amend this Contract shall be null and void and may not be relied upon by either party.

(b) Oral change order requests will not be permitted.

E-25 ENTIRE CONTRACT

This Contract and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the Owner and the Company. This Contract supersedes all prior and contemporaneous communications, negotiations, representations, and agreements, whether oral or written, relating to the subject matter of this Contract. This Contract may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Contract. Amendments on behalf of the Owner will only be valid if signed by the Sheriff, or as delegated to the Chief Financial Officer. Amendments on behalf of the Company will only be valid if signed by a duly authorized officer of Company, which for the avoidance of doubt does not include Company Representative.

E-26 SECTION AND PARAGRAPH HEADINGS

The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-27 CONFLICT OF INTEREST**(a) RESTRICTION ON PARTICIPATION**

No Owner officer, employee or member of the FAC, who is authorized in such capacity and on behalf of the Owner to participate in the selection, negotiation, making, accepting or approval, or take part in negotiating, making, accepting, or approving of this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Owner, who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) GRATUITIES PROHIBITED

The Owner's officers, employees, and members of the FAC shall neither solicit, demand, nor accept from the Company, or any of its subcontractors, any gifts, gratuities, favors or anything of monetary value. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the Owner relating to the award, modification or making of any determinations with respect to the performance of this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the Owner may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) INTERESTS PROHIBITED

The Company covenants that itself, its principals, employees, and its subcontractors presently have no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be provided under this Contract. The Company warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(d) REMEDIES AND PENALTIES

In the event this Contract is terminated as provided for in this section, the Owner shall be entitled:

- i. To pursue the same remedies against the Company as it could pursue in the event of a breach of this Contract by the Company;
- ii. As a penalty, in addition to any other damages to which the Owner may be entitled by law, to exemplary damages in an amount as determined by the Owner which shall not be less than three nor more than ten times the costs incurred by the Company in providing any such gratuities to any such officer or employee; and
- iii. The rights and remedies of the Owner provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under any other provision of this Contract.

E-28 ORGANIZATIONAL CONFLICT OF INTEREST

(a) An Organizational Conflict of Interest (OCI) exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

- i. Lack of Impartiality or Impaired Objectivity When the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the Owner due to other activities, relationships, contracts, or circumstances.
- ii. Unequal Access to Information The supplier has an unfair competitive advantage through obtaining access to non-public information during the performance of an earlier contract.
- iii. Biased Ground Rules During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

(b) The Company warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI and that it will not, by this Contract, participate in any activity which will give rise to an OCI for a future contract. The Company understands that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the Owner, which must include a description of the action, which the Company has taken to proposes to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the Owner may, in its discretion, cancel the contract award. In the event the Company was aware of an OCI prior to the award of the Contract and did not disclose the conflict to the Purchasing Representative, the Owner may terminate the Contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the Company, and the terms "contract", "supplier", and "Purchasing Representative" modified approximately to preserve the Owner's rights.

E-29 PUBLIC RECORDS

The Owner is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the Owner's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal (if applicable) are deemed to be public records, with the exception of the information in each document which meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and 600A.

E-30 CONFIDENTIALITY

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the Owner. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the Owner is obtained. Upon request by the Owner, The Company shall promptly return to the Owner all confidential information supplied by the Owner, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the Owner, then in the public domain or legally available as a public record; (ii) the information is known to the Company prior to obtaining the same from the Owner; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the Owner; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the Owner. In such event the Owner, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-31 MARKETING RESTRICTIONS

The Company may not publish or sell any information from or about this Contract without the prior written consent of the Owner. This restriction does not apply to the use of the Owner's name in a general list of customers, so long as the Owner has given written prior approval to the Company to use its name on the list and the list does not represent an express or implied endorsement of the Company or its services.

E-32 LACK OF FUNDS

(a) The entering into of the Contract by the Owner is subject to its receipt of local and federal funds adequate to carry out the provisions of the Contract in full. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the Owner's financial responsibility as indicated in the subsections below.

(b) The Owner may cancel or reduce the amount of services to be rendered if the Owner determines that such action is in the Owner's best interest, or that there will be a lack of funding available for the service. Notwithstanding any other provisions of this Contract, this Contract shall terminate and Owner's obligations under it shall be extinguished at the end of the fiscal year in which the FAC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due. In any such event, the Owner will notify the Company in writing in 30 Days in advance of the date such cancellation or reduction is to be effective. For the avoidance of doubt, notwithstanding any other provisions of this Contract, Owner is still obligated to pay for all incurred charges and fees.

(c) Owner's total liability for all charges for services may become due under this Contract and is limited to the total maximum expenditure(s) authorized in Owner's purchase order(s) to the Company.

E-33 INTERPRETATION, JURISDICTION AND VENUE

This Contract shall be subject to, governed by, and construed and interpreted solely according to the laws of the state of Nevada, except as otherwise set forth herein. The Company hereby consents and submits to the

Attachment 1 –Contract 605275

jurisdiction of the appropriate courts of Nevada or of the United States having jurisdiction in Nevada for adjudication of any suit or cause of action arising under or in connection with this Contract, or the performance hereof, and agrees that any such suit or cause of action may be brought in any such court.

E-34 ELECTRONIC SIGNATURES

This Contract and related documents may be executed by the parties electronically which shall be deemed to be the original. Each will be considered signed when the signature of a party is delivered when it is delivered in a manner that reasonably identifies the signatory as the individual named. Such electronic signatures shall be treated in all respects as having the same effect as an original signature. By signing this Contract, the representative of the Company thereby represents that such person is duly authorized by the Company to execute this Contract on behalf of the Company and that the Company agrees to be bound by the provisions thereof.

E-35 COMPANIES THAT BOYCOTT ISRAEL

Successful Bidder certifies that, at the time it submitted its Bid, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

SECTION F – LIST OF ATTACHMENTS/EXHIBITS

The following attachments are hereby incorporated into this Contract by reference:

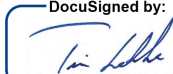
<u>Identifier</u>	<u>Title/Text Reference</u>
Attachment A_____	Charge Card Agreement
Exhibit A	Fee Schedule
Exhibit B	Scope of Work
Exhibit C	Insurance Requirements

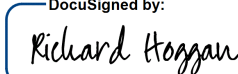
Attachment 1 –Contract 605275

IN WITNESS WHEREOF, the individuals who have affixed their signatures below certify and attest each is empowered to execute this Contract and act on behalf of and bind the party in whose name this Contract is executed the day and year first written above.

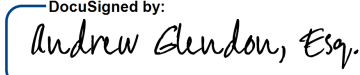
WEX BANK

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By:  DocuSigned by:
C12BF2B59446176
Tim Laukka, President

By:  DocuSigned by:
9B2583BF6A77415...
Richard Hoggan, Chief Financial Officer

APPROVED AS TO FORM:
Santoro Whitmire, Ltd.

By:  DocuSigned by:
020781CE65CD49F...
Andrew J. Glendon, Esq.
Legal Counsel

WEX® FLEET BUSINESS CHARGE CARD AGREEMENT
Supplemental Terms Government Fleets

[NOTE TO DRAFT: This was submitted with our RFP response.]

1. Definitions. The below words have the following meanings:

“Account(s)” means the charge card credit line extended to Company by Issuer. An Account may be evidenced by a plastic Card or an account number.

“Account User” means Company or any other entity or individual authorized by Company to use Account or Cards.

“Agreement” means this Fleet Business Charge Card Agreement.

“Business Day” means any day other than a Saturday, Sunday or other day on which banking institutions in Utah or Nevada are generally authorized or required by law or executive order to close.

“Card” means a charge card provided by Issuer which is used to access Company’s Account.

“Controls” are a set of authorization tools designed to assist Company with managing purchases.

“Company” means the corporation, partnership, Limited Liability Company, proprietorship or other business entity that has applied for, or accepted an Account with Issuer.

“DIN”, “DID” or “PIN” means the identification number associated with an Account User or Card.

“Issuer” means WEX Bank.

“Transaction” means the use of a Card or Account to buy goods or services at accepting merchants.

“Unauthorized Transaction” means a Transaction made on a Card or Account by any person or entity other than an Account User.

2. Credit Limits and Accounts.

2.1. Issuer in its sole discretion extends credit and establishes Accounts. Issuer may investigate the financial condition of Company or, as applicable, its subsidiaries and affiliates

2.2. Account Users can make purchases up to the credit limit that is assigned by Issuer. The credit limit appears on the billing statement and can be monitored via WEXOnline®. Company agrees not to exceed its credit limit. Issuer may change the credit limit without prior notice. Issuer will use its best efforts to provide advance notice of any changes to the credit limit. If Issuer has previously permitted Company to exceed its credit limit, it does not mean that Issuer will permit Company to exceed its credit limit again.

2.3. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that: (i) any balance is past due; and/or (ii) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the credit limit. Company shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the Account. Nothing contained in this Agreement prevents Company or an Account User from requesting a modification of the credit limit.

2.4. Company shall designate its Account Users as well as those contacts authorized to: (i) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be offered. Company will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer’s customer service department or through Issuer’s online system. Company remains liable for any unauthorized use until Issuer receives notice of any change in or

removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Company’s behalf. Unless Company reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account.

2.5. Company is responsible for notifying Issuer of any revocation of any Account User’s authority and Company shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Issuer. Company agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Company assumes all risk if Company chooses to leave a Card at an accepting location for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card or on that Account. Company agrees to keep DINs confidential and to provide for its employees or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then Company is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

2.6. All Cards will be valid through the expiration date listed on the Card. Company will automatically receive new Cards prior to the expiration date of their current Cards.

2.7. **Accounts and Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes.** Company shall adopt internal policies and controls to ensure that the Accounts and Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. Company agrees that Company’s use of Cards or Accounts is deemed acceptance by Company of this Agreement’s terms.

2.8. Issuer is not responsible in the event a merchant does not accept or honor a Card or Account number as payment.

2.9. Company may purchase dyed special fuel using its Account or Cards. Company acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Company of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Company’s dyed special fuel purchases without prior authorization from Company.

3. Controls. Company may request that Controls be applied to its Account(s).

3.1. The availability and effectiveness of Controls is dependent upon each merchant’s adoption of card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by the Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location.

3.2. Default Control values are only assigned by Company through the online product. More detailed information related to Controls and their limitations is available online. Issuer is not responsible for the prudence of any particular Control level selected by Company. Issuer shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Company remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Issuer. The existence and/or use of

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Controls will not affect Company's liability for Unauthorized Transactions in certain circumstances and is more fully described in the guidance information provided when you make your Control elections. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

3.3. Issuer may, in its sole discretion and/or without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer will notify Company after any modification is made. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4. Reports and Other Product Features.

4.1. Issuer provides transaction data for each Account to the Company as transmitted by merchants. Company is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for accuracy or completeness of the data received, posted or contained in any specialty reports, management reports, data services or other information services provided. In addition, Company understands that in the event an error is identified in a report, such as incorrect product code, Company is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.

5. Payment Promise.

5.1. Company agrees to pay and/or perform : (i) fees listed on the attached fee schedule; (ii) all amounts payable for Transactions on each Card or Account; and (iii) all obligations, covenants, and warranties in this Agreement.

6. Intentionally Omitted.

7. Application of Payments and Early Payments. Payments will be applied to any unpaid balances. Company may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

8. Disputed Amounts.

8.1. Company shall use its best efforts to resolve purchase disputes directly with the relevant merchant particularly such disputes arising out of quality or warranty issues.

8.2. All billed charges must be paid in full regardless of reported disputes. During dispute a temporary credit may be placed on Company's account. All disputed items must be submitted in writing within sixty (60) days from the billing date or they will be final and binding. Company may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Company does not believe it is liable for that amount.

8.3 Transactions made at an island card reader where the Company or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the transaction information submitted by the merchant. It is also important to note that island card reader transactions require both a valid card and DID to be authorized and often are the result of employee misuse rather than true fraud as defined in this Agreement.

8.4. Certain Transactions in dispute may qualify for charge back to the merchant. Issuer shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will

be credited to the relevant Account. The Company may be liable for the Transaction if the disputed item is found to be no fault of the merchant and therefore cannot be charged back to the merchant.

9. Notice of Loss, Theft or Unauthorized Use. In the event that Company or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Company would like to terminate an Account User, Issuer must be immediately notified by calling **1-800-492-0669**.

10. Unauthorized Use and Unauthorized Transactions.

10.1. Except as otherwise expressly provided below, Company will be liable to Issuer for all unauthorized use or Unauthorized Transactions that occur if: (i) a Card is lost or stolen and Company does not give immediate notice to Issuer as provided in Section 9 of this Agreement; (ii) such use or suspected use occurs as a result of the Company's lack of reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 2 and 3 of this Agreement; or (iii) such use results in a benefit, directly or indirectly, to the Company or Account User. Misuse as defined by your internal Company policy by an Account User or other employee does not constitute fraud, unauthorized use, or an Unauthorized Transaction.

10.2. If Company has less than ten (10) Cards issued to it for use by Company's Account Users or employees, Company's liability for Unauthorized Transactions will be limited as provided in the Truth in Lending Act and implementing federal regulations (currently \$50.00).

11. Intentionally Omitted.

12. Default.

12.1. If Company Defaults: (i) it will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) Issuer may terminate this Agreement; and (iv) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. Alternatively, Issuer may, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise.

13. Notices. Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth in the application for credit or at such other address as the parties may indicate from time to time. In addition to the notice methods provided above, the parties agree that a communication: (i) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (ii) by e-mail to or from an address normally used by an Account User for business communications shall be considered to be a "writing" and to be "signed" by the party transmitting it for all purposes. The parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of a facsimile or e-mail constitutes the "best evidence" and an "original" of such a writing.

14. Compliance with Applicable Laws.

14.1 Customer Identification Compliance. Issuer complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or

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person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

14.2 Data Privacy and Business Continuity. Issuer is subject to certain laws governing the protection of Company's information and the information of their employees and Account Users using the Program. As such, Issuer shall provide its credit services to Company in accordance with applicable laws and standards to protect and keep confidential such information. In doing so, Issuer shall maintain an information security plan and business continuity plan to help ensure that its systems are maintained in accordance with banking standards and regulations applicable to the information being held by Issuer.

15. International Use of Cards/Currency Conversion.

15.1. Cards are issued for use by Company's United States based operations, but may be used in Canada. Company may not distribute Cards to employees based in countries other than the United States. If Cards are used in any other country other than the United States, Company will: (i) be billed in US Dollars; (ii) receive reporting in English; and (iii) accept the currency conversion fee as reflected in Issuer's Fee Schedule.

15.2. Issuer will convert any purchase made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time.

16. Discounts/Rebates.

You may be offered discounts and/or rebates by participating in this card program from time to time. Such discounts and/or rebates may be suspended, modified or discontinued at any time without prior notice and may not be applicable to all fuel types. In addition, certain conditions in order to earn or receive the rebate or discount such as but not limited to maintaining your account in good standing will apply and be provided to you when such offers are made.

Exhibit A

Fee Schedule

Your use of your Account indicates your acceptance of this Business Charge Account Agreement and this schedule of fees and charges.

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	\$1.25 card swipe at a diesel pump
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

**If you have any questions about any of the above, please call
Customer Service, toll-free at 800-492-0669.**

Scope of Work – Exhibit B

- (a) Detailed implementation procedures and operational: Provide a detailed explanation of Proposer's operational and administrative functions. Please address at a minimum the following in your proposal response:
1. SECURITY: Describe security for system: electronic data transfer, billing, card control. Program forms e.g. account set-up, maintenance, cancellation forms should be available on line. Submit samples of forms.
 2. FLEET CARDS: Successful Proposer must be able to provide LVMPD identifiable cards as well as cards to be used by undercover, not identifiable as LVMPD.
 3. CARDS:
 - i. Time to issue new card
 - ii. Card is assigned to Vehicle; any personal/driver id must be able to be activated on any vehicle card.
 - iii. How are requests for Emergency cards handled?
 - iv. No charge per card
 - v. No charge to replace card
 - vi. Cancellation cards timing /process
 - vii. Procedure for lost or stolen fleet card reporting
 4. CONTROLS: INDIVIDUAL CARD CONTROLS/ AUTHORIZATION
 - i. Describe security & on line support available.
 - ii. Security control must be able to look at vehicle, personal id, odometer reading – queried against real time database
 - iii. How long to activate vehicle card with driver id?
 - iv. Able to limit to fuel only purchases?
 - v. Dollar limits:
 - vi. Gallons limits per vehicle
 - vii. Daily dollar limits,
 - viii. Daily number of transactions,
 - ix. Transaction dollar limits
 5. SUPPORT TOOLS & ALERTS
 - i. Describe online capability to access account management tools.
 - ii. Describe any real time reports that will be provided to monitor transactions daily and red flag and trigger fraud alerts. At a minimum these should identify:
 - a. Fuel usage by user and/ or vehicle
 - b. Quantity /frequency of fuel purchased
 - c. Tank limit per vehicle
 - d. Fuel type restriction per vehicle
 - e. Describe any other alerts available
 6. UNAUTHORIZED CHARGES
 - i. Describe how Proposer will handle unauthorized charges. OWNER shall not be liable for charges resulting from unauthorized use of any credit card. OWNER shall promptly notify Successful Proposer of lost or stolen cards.

- ii. Immediate override capabilities shall be available to allow the Contract administrator and/or Agency Fleet Card Manager to authorize specific transactions that may otherwise be prohibited.
- iii. All transactions (both credits and debits) shall be posted to accounts within two working days from the date of receipt of the transaction authorization. Posted credits shall include a reference to the original charge.

7. CUSTOMER SERVICE

- i. Due to the nature of our organization, LVMPD requires Customer Service be available 24 hours a day /365 days a year. What is the time response to talk to actual person? It is anticipated that the person answering the phone have the authority to address any issues.
- ii. Describe your Customer Service program. How issues are handled, elevated to next level.
- iii. Describe Resolution process.

8. TRAINING PROGRAM

Describe training program that will be used during implementation as well as ongoing training offered. Include a detailed narrative and program description.

9. TECHNOLOGY UPDATES

Describe how your firm handles technology updates and how changes, updates will be rolled out to LVMPD.

10. Reporting & Invoicing

a. Describe:

- i. The invoicing process including frequency, delivery method, when the Owner should expect to receive the invoicing, and the Proposer's a

11. RETAIL FUEL SITES

- i. Detail the number and location of current stations, Include the number of stations that provide gas; gas and diesel; and the number of stations who can provide level 3 reporting. Include the number and locations available 24 hours a day/ 365 days a year.
- ii. Is an On line site directory available? Is there on line search ability to identify the best daily fuel price available within an area?
- iii. Describe your ongoing Recruitment program. Describe current and future plans for fuel management business.
- iv. Dispute procedures

- (b) Account suspension
- (c) Cancellation procedures
- (d) Payment requirements
- (e) Procedure for lost or stolen fleet card reporting
- (f) Toll free customer service numbers
- (g) Instructions on reaching service representatives
- (h) Statement instructions
- (i) On line access instructions
- (j) How to request addition of non-participating vendors
- (k) Samples of forms

- (I) Additional information suggested by Successful Proposer



LAS VEGAS METROPOLITAN POLICE DEPARTMENT

Insurance Requirements Exhibit C

Purchasing & Contracts Unit
400B S. Martin Luther King Blvd.
4TH Floor
Las Vegas, Nevada 89106-4372
Phone (702) 828-5788

A. Insurance - General:

1. **General:** Within **three Days** after notification of award by the LVMPD, the Successful Bidder, Proposer or Contractor (hereinafter "Company") shall, at its own expense, procure and maintain during the entire term of the Contract, the insurance coverage specified in this Insurance Requirements Attachment and as a condition precedent to receiving payments, must provide proof of required coverage in the form of current certificates of insurance, to LVMPD as specified below. The Company shall comply with the terms and conditions set forth in these Insurance Requirements. Award is conditional upon verification that all insurance requirements have been met. Acceptance of the insurance certificates and award does not mean any requirements are waived, should it be determined later that the insurance is not compliant with the contract requirements. Insurance certificates must contain the information as on the most current ACORD 25 COI form.
2. **Insurance Documents Submission:** The insurance documents must be submitted to the LVMPD by emailing to purchasing@lvmpd.com with a copy to the applicable Purchasing Representative. Any time any insurance passes the Policy Expires date on the COI(s), the new COI must be sent to LVMPD.
3. **Additional Insurance:** The insurance requirements specified herein do not relieve the Company of its responsibility or limit the amount of their liability to the LVMPD or other persons and the Company is encouraged to purchase such additional insurance, as it deems necessary.
4. **Damage or Loss Responsibility:** Company is responsible for and must remedy all injuries to persons and all damage or loss to any property, including property of LVMPD, caused in whole or in part by the Company, any subcontractor, or anyone employed, directed or supervised by Company. The Company is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
5. **Insurance Cost:** The Company shall pay all premiums and costs of insurance, which shall be included in the Contract price to the LVMPD for the product(s) or services.
6. **Failing to Maintain Insurance:** If the Company fails to maintain any of the insurance coverage required herein, then the LVMPD will have the option to withhold payment, order the Company to stop work, declare the Company in breach, suspend or terminate the Contract, assess liquidated damages, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The Company is responsible for any expenses paid by the LVMPD to maintain such insurance and the LVMPD may collect any replacement insurance costs or premium payments made from the Company or deduct the amount paid from any sums due the Company under the contract.

B. Information Required On and/or Attached to the COI:

1. **Producer:** Name and contract information of the producer of the insurance.
2. **Insured:** Name on the COI must match the Company's name on the LVMPD Contract.
3. **Insurer(s) Affording Coverage / Insurance Company's Rating:** LVMPD requires insurance carriers to be specified and to maintain a AM Best's (<http://www.ambest.com>) Financial Strength Rating (FSR) of A Rating (Excellent), VII Financial Size Category, or higher, which should be specified on the COI in the Insurer(s) Affording Coverage section. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the LVMPD.
4. **Policy Number(s) / Effective and Expiration Dates:** Company's insurance certificates must specify the policy number(s) and effective and expiration dates.
5. **Minimum Limits:** Company's insurance certificates must reflect the minimum limit amounts and those amounts must be at least the minimum limit amounts reflected in the required insurance in Section C of this attachment.

6. **Additional Insured:** LVMPD, its officers, employees, agents and volunteers must be expressly covered as insured with respect to **Commercial General Liability** and **Automobile Liability** policy(ies) (or their equivalents) **and any other listed below in Section C specified by a "X" designating applicable to this project**, arising out of the activities by or on behalf of the named insured in connection with this Project, **but not on Workers' Compensation**. Insurance coverages must extend to the agencies, companies and organizations specified in the Instructions to Bidders – Project Specific, Section PS.1 (Project Information). A blanket endorsement to include any person or organization whom Company has agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss, is acceptable. **Either a separate copy of the additional insured endorsement(s) or a copy of the policy language that gives LVMPD automatic additional insured status is(are) required and must be provided with any certificate of insurance.** Policy number must be referenced on endorsement or the form number must be referenced on certificate. Listing LVMPD as additional insured on the COI alone is not acceptable.
 7. **Waiver of Subrogation:** The **Commercial General Liability** and **Automobile Liability** policy(ies) (or their equivalents) **and any other listed below in Section C specified by a "X" designating applicable to this project**, arising out of the activities by or on behalf of the named insured in connection with this project, must contain a waiver of subrogation endorsement in favor of the LVMPD, its officers, employees, agents and volunteers. **Either a separate copy of the waiver of subrogation endorsement(s) or a copy of the policy language that gives LVMPD automatic waiver of subrogation status is(are) required and must be provided with any certificate of insurance.** Policy number must be referenced on endorsement or the form number must be referenced on certificate. Listing waiver of subrogation in favor of the LVMPD on the COI alone is not acceptable.
 8. **Primary / Non-Contributory:** The **Commercial General Liability** and **Automobile Liability** policy(ies) (or their equivalents) **and any other listed below in Section C specified by a "X" designating applicable to this project**, arising out of the activities by or on behalf of the named insured in connection with this project **shall be primary and non-contributory as respect to the LVMPD, its officers, employees, agents, and volunteers and must provide proof to LVMPD of such.** Any other coverage (insurance or otherwise) available to LVMPD, its officers, employees and volunteers shall be excess over the insurance required of the Company and shall not contribute with it. This coverage must extend to the agencies, companies and organizations specified in the Instructions to Bidders (or Proposers) – Project Specific, Section PS.1 (Project Information). **Either a separate copy of the primary and non-contributory endorsement(s) or a copy of the policy language that gives LVMPD automatic primary and non-contributory status is(are) required and must be provided with any certificate of insurance.** Policy number must be referenced on endorsement or the form number must be referenced on certificate. Listing insurance as primary and non-contributory on the COI alone is not acceptable.
 9. **Project Number and Project Name:** The LVMPD's project number and project name must be specified in the Description of Operations / Locations / Vehicles area of the ACORD form.
 10. **Certificate Holder:** COI must specify:
Las Vegas Metropolitan Police Department
400 S. Martin Luther King Blvd
Las Vegas, Nevada 89106
 11. **Policy Changes / Cancellation / Erosion of Insurance Limits:** The Company shall provide LVMPD with 30-calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
 12. **Agent Signature:** All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada.
- C. **Required Insurance on COI:** The Company shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Company, its agents, representatives, employees or subcontractors of any tier. If types of insurance are bundled, a summary must be attached clearly specifying how the insurances are bundled demonstrate compliance with these requirements.

The Company is required to obtain and maintain the following coverage with a "X" in the box before the required insurance name:

1. ☒ **Commercial General Liability:** Required for all contracts, except those which have a transportation service deliver products to LVMPD.

Company shall maintain limits of no less than:

- **\$1,000,000** Combined single limit per occurrence for bodily injury (including death), personal injury and property damages
- **\$50,000** Damage to Rented Premises (each occurrence)
- **\$5,000** Medical Expenses (Any One Person)
- **\$1,000,000** Personal & Adv Injury
- **\$2,000,000** Products – Comp/Op Agg
- **\$2,000,000** General Aggregate
 - General Aggregate Limit Applies Per:
 - Project – construction projects
 - Location – all non-construction projects

Commercial General Liability coverage shall be on a "per occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to LVMPD within the same timeline as specified in the Instructions to Bidders (or Proposers) – Project Specific after LVMPD's written request for proof of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent companies.

2. ☐ **Automobile Liability:** *Required for contracts where an automobile is used to deliver products or services owned or used by the Company (not for a delivery service).*

Company shall maintain limits of no less than:

- **\$1,000,000** Combined single limit "per accident"

Auto Liability must provide **Any Auto** coverage for claims for damage due to bodily injury or death of any person, or property damage which may arise from the performance of services or delivery of products delivered by the Company under this Contract and arising out of the ownership, maintenance or use of **any motor vehicles (Any Auto), whether owned, hired or non-owned.**

3. ☒ **Workers Compensation / Employers' Liability:** *Required for contracts which have employees.*

The Company shall maintain limits of not less than:

- **Per Statute**
- **\$1,000,000** – Employers' Liability Each Accident
- **\$1,000,000** – Employers' Liability Disease - Each Employee
- **\$1,000,000** – Employers' Liability Disease – Policy Limit

The Company shall obtain and maintain for the duration of this Contract, and agrees as a precondition to the performance of any work under this contract and as a precondition to any obligation of the LVMPD to make any payment under this Contract, to provide a work certificate and/or a certificate issued by an insurer qualified to underwrite workers compensation insurance in the State of Nevada per statute, in accordance with Nevada Revised Statutes Chapters (NRS) 616A – 616D, inclusive. Company agrees to maintain the required workers compensation coverage throughout the entire term of the Contract. If Company does not maintain coverage throughout the entire term of the Contract, Company agrees that LVMPD may, at any time the coverage is not maintained by Company, order the Company to stop work, assess liquidated damages, suspend or terminate the Contract.

If the Company has no employees and the owner of the Company is a sole proprietor and chooses not to obtain workers compensation insurance, he or she will be required to submit an affidavit (on a form available upon request from the LVMPD) indicating that he or she has not elected to be included in the terms, conditions and provisions of NRS Chapters 616A – 616D inclusive and is otherwise in compliance with those terms conditions and provisions.

4. ☐ **Professional Liability (Errors & Omissions or E & O):** *Required for professional services contracts.*

Company shall maintain limits of not less than:

- **\$1,000,000 aggregate**

If the professional liability insurance provided is on a Claims Made form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of the LVMPD.

5. ☐ **Garage Liability:** *Required for towing services or vehicle service station contracts for injury or accidental damage that may occur to a third party because of Company's provision of services to a LVMPD vehicle.*

The Company shall maintain limits of not less than:

- **\$1,000,000 combined single limit per occurrence**

6. ☐ **Garage Keepers Liability:** *Required for towing services or vehicle service station contracts for loss and physical damage to LVMPD vehicles in Company's care, custody or control.*

The Company shall maintain limits of not less than:

- **\$500,000 for each occurrence combined single limit**

7. ☐ **On Hook Coverage:** *Required for motor vehicles while being towed or transported by Company's vehicle and driver – protects the vehicle itself (i.e., damage or vandalism), not personal items left inside the vehicle.*

The Company shall maintain this coverage if Garage Keepers' coverage form is not extended to include vehicles in tow. Policy must not exclude coverage if a car is "dropped" and safety chains are not used or if improper towing techniques damage the transmission of the vehicle being towed.

8. ☐ **Cargo:** *Required for motor vehicles while being towed or transported by Company's vehicle and driver – protects any personal item (i.e., purses, laptops cell phones, etc.) left inside a towed vehicle from physical damage, theft or vandalism.*

The Company shall maintain limits of not less than:

- **\$500,000 for each occurrence**

9. ☐ **Environmental Liability:** *Required for contracts where human activities may have harmful effects on natural resources, ecosystem or nature, including but not limited to covering the sudden and accidental release of hazardous materials and the resulting costs of clean up removal of hazardous substances and restoring property to usable condition.*

Company shall maintain limits of not less than:

- **\$1,000,000 for each occurrence**

10. ☐ **Pollution Liability:** *Required for contracts protecting third parties from pollution caused by Company's activities, such as personal injury and property damage.*

Company shall maintain limits of not less than:

- **\$250,000 for each occurrence**

11. ☒ **Cyber Liability:** *Required for software contracts to protect LVMPD's sensitive data against data breaches and cyber attacks by paying for recovery expenses when cyber criminals infiltrate a network, hold data hostage, or acquire sensitive data.*

Company shall maintain limits of not less than:

- **\$1,000,000 per occurrence**
- **\$2,000,000 aggregate**

The Company shall secure and maintain during the term of the Contract data privacy and network security liability insurance with coverage for:

- a. Data breaches by the Successful Bidder or anyone causing the loss of use of electronic data; loss of personally identifiable information or LVMPD confidential information;
- b. Violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including, but not limited to HITECH; HIPPA; Gramm-Leach Bliley

Act of 1999; the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003;

- c. Violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto);
- d. Online defamation, advertising, libel, and slander-related exposures as well as emerging Web 2.0 liabilities created by casual users of third parties accessing Successful Bidder's website(s), or computer systems through eMedia and the Internet;
- e. Network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code;
- f. Infringement of intellectual property rights (e.g., patent, copyright, or trademark) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of LVMPD revenue or expense to the LVMPD due to a covered network outage or computer system loss;
- g. Cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and
- h. Cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

12. ☐ **Aircraft Products and Completed Operations:** *Required for aircraft component manufacturer and distributor and provision of service work (maintenance, repair and installation of aircraft parts and accessories) contracts, protects LVMPD's aircraft from mistakes in the manufacture, preparation of products or the provision of service work.*

Company shall maintain limits not less than:

- **\$25,000,000 Each Occurrence**
- **\$25,000,000 Aggregate**

13. ☐ **Hangarkeepers Liability:** *Required for aircraft service providers, protects LVMPD's aircraft from loss and or related parts and equipment while in Company's care, custody and control.*

Company shall maintain limits of not less than:

- **\$5,000,000 Any one Aircraft/Each Occurrence**
- **\$5,000,000 Aggregate**

14. ☐ **Builders Risk / Course of Construction:** *Required for construction projects which indemnifies against damage to buildings while they are under construction. Coverage that protects a person's or organization's insurable interest in materials, fixtures and/or equipment being used in the construction or renovation of a building or structure should those items sustain physical loss or damage from a covered cause.*

Unless otherwise provided in the Contract Documents, the Company shall purchase and maintain property insurance (builders' risk) upon the work at the site to the **full insurable value**. This insurance shall include the interests of Clark County, the LVMPD, LVMPD's designated representative, Company, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Company is responsible for the deductible for any claim made against the policy.

15. ☐ **Inland Marine:** *Required for indemnifies loss to movable or high-value specialized types of property being transported (in transit) or stored at a site other than the main business location. Examples would be property coverage for construction equipment, fixtures for construction in transit, medical diagnostic equipment, fine arts, solar panels and wind turbines, cameras and movie equipment, musical instruments, jewelry, etc.*

Unless otherwise provided in the Contract Documents, the Company shall purchase and maintain property insurance (builders' risk) upon the work at the site to the **full insurable value**. This insurance shall include the interests of Clark County, the LVMPD, LVMPD's designated representative, Company, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Company is responsible for the deductible for any claim made against the policy.

16. ☐ **Asbestos Abatement Liability:** *Required for construction remodel projects in older buildings which are of an age that might contain asbestos*

Asbestos Abatement Liability coverage is required and should be included in the Commercial General Liability coverage and/or have the same requirements as Commercial General Liability as specified above. Whether the insurance for Asbestos Abatement Liability Coverage is supplied as an endorsement, or under a separate policy of insurance, the coverage must be evidenced on the Certification of insurance required by the Contract.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (617) 330-1005 USI Insurance Services LLC 855 Boylston St., 8th Floor Boston, MA 02116	CONTACT NAME: PHONE (A/C, No. Ext): 617-904-4140 FAX (A/C, No): (610) 537-1950 E-MAIL ADDRESS:														
INSURED WEX Inc. 97 Darling Ave. South Portland ME 04106-2301	<table border="1"> <thead> <tr> <th data-bbox="803 420 1429 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 420 1576 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 451 1429 483">INSURER A: AXIS Insurance Company</td> <td data-bbox="1429 451 1576 483">37273</td> </tr> <tr> <td data-bbox="803 483 1429 514">INSURER B:</td> <td data-bbox="1429 483 1576 514"></td> </tr> <tr> <td data-bbox="803 514 1429 546">INSURER C:</td> <td data-bbox="1429 514 1576 546"></td> </tr> <tr> <td data-bbox="803 546 1429 577">INSURER D:</td> <td data-bbox="1429 546 1576 577"></td> </tr> <tr> <td data-bbox="803 577 1429 609">INSURER E:</td> <td data-bbox="1429 577 1576 609"></td> </tr> <tr> <td data-bbox="803 609 1429 634">INSURER F:</td> <td data-bbox="1429 609 1576 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AXIS Insurance Company	37273	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 15353413**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Tech E&O/Network Security		P00100004271903	10/01/2020	10/01/2021	\$10,000,000 Aggregate Limit / \$2,500,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Technology Services E&O and TPA Professional Services E&O/Network Security & Privacy Liability Insurance.

CERTIFICATE HOLDER
 City of North Las Vegas
 Purchasing Division
 Attn: Joy Yoshida
 2250 Las Vegas Blvd., N., Ste. 710
 Las Vegas, Nevada 89106
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD 25 (2016/03)

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
4/13/2021

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COVERAGES**CERTIFICATE NUMBER:** 15353389**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: Per Location/ Per Project			36059290	06/1/2020	06/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			99494639	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Coll Ded \$1,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			78187806	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	5101800626	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LVMPD, its officers, employees, agents and volunteers are named as additional insured as it relates to general & auto liability & waiver of subrogation is granted as it relates to general and auto liability and workers comp in accordance with the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds. The above coverage is primary and noncontributory where required by written contract. Certificate holder is provided 30 days notice of cancellation in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

City of North Las Vegas
 Purchasing Division
 Attn: Joy Yoshida
 2250 Las Vegas Blvd., N., Ste. 710
 Las Vegas, Nevada 89106

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

PLEASE SIGN -- City of North Las Vegas 1st Amendment Final STAMPED for WEX Bank signature 17 FEB 2022

Final Audit Report

2022-02-17

Created:	2022-02-17
By:	Eleanor Duffus (eleanor.duffus@wexinc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-rjOR8QnYb1RjQggQIL7vCG3rtlevQLH

"PLEASE SIGN -- City of North Las Vegas 1st Amendment Final STAMPED for WEX Bank signature 17 FEB 2022" History



Document created by Eleanor Duffus (eleanor.duffus@wexinc.com)

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Document emailed to Tim Laukka (bank.signatures@wexinc.com) for signature

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Document e-signed by Tim Laukka (bank.signatures@wexinc.com)

Signature Date: 2022-02-17 - 7:03:09 PM GMT - Time Source: server- IP address: 163.116.147.33



Agreement completed.

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