

**AGREEMENT TO USE STATE OF NEVADA COOPERATIVE CONTRACT
REGARDING NASPO VALUEPOINT COMPUTER EQUIPMENT, PERIPHERALS
AND RELATED SERVICES**

This Agreement to Use State of Nevada Cooperative Contract Regarding NASPO Valuepoint Computer Equipment, Peripherals and Related Services (“Agreement”) is made and entered into as of _____ (“Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and Dell Marketing, L.P., Texas Limited Partnership (“Vendor” or “Provider”).

RECITALS

WHEREAS, the City desires to obtain products on an “as needed” basis from Vendor under the terms and conditions set forth in that certain Master Price Agreement Number MNWNC-23026 entered into between the State of Nevada and Vendor effective January 16, 2024, with its attendant contract documents, attachments, and exhibits, (collectively, the “Original Contract”). The Original Contract is incorporated by reference;

WHEREAS, NRS 332.195 (1)(b) permits the City to enter into a contract pursuant to a solicitation by the State of Nevada with the authorization of the contracting Provider;

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

WHEREAS, the City desires to purchase some of the products (“Products”) provided in the Master NASPO ValuePoint Agreement on an “as needed” basis; and

WHEREAS, the City and the Vendor intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, 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 Vendor agree to use the Original Contract so that the City may purchase the Products under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

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

1.3. Wherever the term “State of Nevada” or “Participating State” appear in the Original Contract, 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 be coterminous with the Original Contract (“Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the goods on an “as needed” basis according to the prices and fees described in the Original Contract in an amount not to exceed Three Million Dollars and 00/100 (\$3,000,000.00). The prices in the Original Contract shall be charged by Vendor during this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Vendor for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes. Purchase other than those described in the Original Contract will require an amendment to this Agreement.

2.2. Payment to the Vendor shall be made in accordance with the Original Contract. The Vendor shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

2.3. Notices. 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
 Attention: Maria Consengco
 2250 Las Vegas Blvd., North
 North Las Vegas, NV 89030
 Phone: 702-633-1463

To Vendor: Dell Marketing, L.P.
 Attention: Lauren Sellers
 One Dell Way, Mail Stop 8129
 Round Rock, TX 78682
 Phone: 214-385-9670

With copy to:
Dell_Legal_Notices@Dell.com

2.4. 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 Vendor agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract.

2.6. Safety

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

2.6.2. Safety Equipment. If Contractor is performing services that require on-site performance subject to a negotiated Statement of Work, Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities, provided that the Statement of Work expressly states what such equipment is required.

2.7. Miscellaneous.

2.7.1. 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.

2.7.2. Assignment. Any attempt to assign this Agreement by Vendor 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 Vendor shall be void. Notwithstanding the foregoing: (i) Vendor may use affiliates or other qualified subcontractors to perform its obligations hereunder, provided that Vendor shall remain responsible for the performance thereof; and (ii) either party may assign rights to payments without consent of the other party. Neither party shall unreasonably withhold consent for assignment.

2.7.3. 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.

2.7.4. Attorney's Fees. In the event either party commences any action 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.

2.7.5. Time of Essence. Vendor will use commercially reasonable efforts to meet any mutually-agreed timelines.

2.7.6. 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 Vendor under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.7.7. 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 Vendor for the disclosure of any public record, including but not limited to documents provided to the City by the Vendor. The City, however, will provide the Vendor reasonable ten days of written notice prior to any disclosure. This section shall survive the expiration or early termination of the Agreement.

2.7.8. 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.

2.7.9. Federal Funding. The provisions of Clauses 2.7.10 through 2.7.34 apply only to the extent that federal funding is used for the procurement. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2.7.10 Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

2.7.11. Records and Auditing. Vendor shall maintain accurate and complete books, documents, accounting records and other records pertaining to the goods and services for six (6) years (or longer as required by applicable law) from the later of the date of final

payment under this Purchase Order or the City's acceptance of the goods and services. Vendor shall make such records available to the City for inspection, audit, examination, reproduction, and copying at Vendor's offices at all reasonable times. However, if requested, Vendor shall furnish copies of said records to the City, within a commercially reasonable time of the request.

2.7.12. Remedies. Contracts for more than the Federal simplified acquisition threshold which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to this rule, when Federal funds are expended by the City, the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

2.7.13. Termination for Cause and for Convenience. When Federal funds are expended by the City, City reserves the right to terminate, after written notice and not less than 30 days opportunity to cure, any contract in excess of the Federal Micro-purchase threshold resulting from the procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; 2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The City also reserves the right to terminate the contract, with 60 days written notice to the Vendor, for convenience, if City believes, in its sole discretion that it is in the best interest of the City to do so. Any award under the procurement process is not exclusive and the City reserves the right to purchase goods and services from other vendors when it is in the best interest of the City. Termination does not affect previously placed orders or the obligation to pay all amounts due hereunder.

2.7.14. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

2.7.15. Therefore, if applicable, during the performance of this contract, the Provider/Contractor agrees as follows:

2.7.15.1. The Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation,

gender identity, or national origin. The Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

2.7.15.1.1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.7.15.2. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.7.15.3. The Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.

2.7.15.4. The Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.7.15.5. The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.7.15.6. The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.7.15.7. In the event of the Provider's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.7.15.8. The Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. The Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

2.7.16. Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency, the Provider may request the United States to enter into such litigation to protect the interests of the United States.

2.7.17. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

2.7.18. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

2.7.19. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and

will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.7.20. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2.7.21. Clean Air Act and the Federal Water Pollution Control Act. Contracts and sub-grants of amounts in excess of the Federal simplified acquisition threshold must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, the contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act, as amended, 33 U.S.C. 1251 et seq. Further, the contractor agrees to report each violation to the City and the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Finally, the contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.7.22. Suspension and Debarment.

2.7.23.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates

(defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

2.7.22.3. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

2.7.22.4. This certification is a material representation of fact relied upon by the City. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this contract. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.7.23. Byrd Anti-Lobbying Amendment. Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.7.24. Pursuant to this Federal rule, when Federal funds are expended by the City, Vendor certifies that during the term and after the awarded term of an award for all contracts by the City resulting from the procurement process, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

2.7.24.1 No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer

or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2.7.24.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

2.7.24.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2.7.25. Procurement of Recovered Materials. When Federal funds are expended by the City, the City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds the Federal Micro-purchase threshold or the value of the quantity acquired during the preceding fiscal year exceeded the Federal Micro-purchase threshold; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2.7.26. Pursuant to this Federal rule, when Federal funds are expended by the City, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Vendor certifies, by signing this contract, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

2.7.27. Required Affirmative Steps For Small, Minority, And Women-Owned Firms For Contracts Paid For With Federal Funds. When Federal funds are expended by the City, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority

businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2.7.28. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

2.7.28.1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

2.7.28.1.1. Procure or obtain;

2.7.28.1.2. Extend or renew a contract to procure or obtain; or

2.7.28.1.3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2.7.28.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2.7.28.1.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

2.7.28.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2.7.28.2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

2.7.29. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Vendor, or any other party pertaining to any matter resulting from this contract.

2.7.30. Program Fraud and False or Fraudulent Statements or Related Acts. The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

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

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

Dell Marketing, L.P.,
a Limited Liability Partnership

By: _____
Pamela Goynes-Brown, Mayor

By: Katherine Castillo
Title: Paralegal Advisor
Name: Katherine Castillo

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney