

**AGREEMENT TO PURCHASE FOUR (4) 2025 FORD ESCAPE ACTIVE
AND ONE (1) FORD ESCAPE ST LINE**

This Agreement to Purchase four (4) 2025 Ford Escape Active one (1) 2025 Ford Escape ST Line (“Agreement”) is made and entered into as of 03/28/2025 06:02:20 PDT (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Valley Automotive Group dba Ford Country, a Nevada corporation (“Provider”).

RECITALS

WHEREAS, the City desires to purchase a total of five (5) vehicles (“Products”) including four (4) 2025 Ford Escape Active as set forth in vehicle stock #76154, 75155, 76384 and 75766; and one (1) 2025 Ford Escape ST Line as set forth in vehicle stock #76673 (“Quote”), which is attached hereto as **Exhibit A**;

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

WHEREAS, the State of Nevada Purchasing Division has negotiated pricing for the Products pursuant to its State Bid# 8475, Item 5.1, attached hereto as **Exhibit B**; and,

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

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

**SECTION ONE
RESPONSIBILITY OF PROVIDER**

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City according to the specifications and prices identified in the Quote and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

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

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

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

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

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

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

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the Products are received, inspected, and accepted by the City ("Term"). The total contract amount of this Agreement is One Hundred Fifty-Two Thousand, Four Hundred Ten Dollars and 25/100 (\$152,410.25).

2.2. The price detailed in Section 2.1 of this Agreement will remain in effect for the Term. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within thirty (30) calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

SECTION THREE REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

SECTION FOUR INSURANCE

Provider shall obtain and maintain, at its expense, the following insurance coverage for all work related to the performance of this Agreement: commercial general liability insurance, automobile liability insurance, worker's compensation insurance, and employers' liability insurance. While a copy of the Provider's insurance certificate is not immediately required, the City reserves the right to request a copy of the Provider's insurance certificate at any time during the Term of the Agreement. It is the Provider's responsibility to produce the insurance certificate upon the City's request.

SECTION FIVE TERMINATION

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

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SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN NOTICES

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

To City:	City of North Las Vegas Attention: Marie Leake 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633-2440
To Provider:	Valley Automotive Group dba Ford Country Attention: Thomas Craddock 280 N. Gibson Road Henderson, Nevada 89014 Phone: 702-832-4536

7.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

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SECTION EIGHT SAFETY

8.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider 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. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

8.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions pursuant to this Agreement.

SECTION NINE MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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


City of North Las Vegas,
a Nevada municipal corporation

Valley Automotive Group dba Ford Country,
a Nevada corporation

By: 
Micaela Rustia Moore, City Manager

By: 
Title: Fleet Manager
Name: Tom Craddock

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to Form:


By: 
Andy Moore, City Attorney

Exhibit A

Quote

Please see attached page(s).

LOU-008045 NV

9-NORMAL, NB, 108045, RI, 081

6303

120241118 4680

UIC CERT CERT TRD RAMP BUMP CAMP BOOK EXFL ROTA

026778 586/1161

1FMCUGN4 SUA41158 NB

VEHICLE DESCRIPTION

ESCAPE FWD

2025 ACTIVE FWD
106.7" WHEELBASE
1.5L ECOBOOST W/START-STOP
8-SPD AUTO TRANSMISSION

SU A41158

EXTERIOR
OXFORD WHITE
INTERIOR
EBONY UNIQUE CLOTH SEATS

Fuel Economy and Environment

Small SUVs range from 14 to 118 MPG.
The best vehicle rates 140 MPG.

30 MPG
combined city/hwy

27 city

34 highway

3.3 gallons per 100 miles

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EPADOT

Fuel Economy and Environment

MPG

30

combined city/hwy

27 34

city

27

highway

34

3.3

gallons per 100 miles

Annual fuel cost

\$1,750

Fuel Economy

30 MPG

combined city/hwy

27 34

city

27

highway

34

3.3

gallons per 100 miles

Small SUVs range from 14 to 118 MPG. The best vehicle rates 140 MPG.

You save

\$750

in fuel costs over 5 years compared to the average new vehicle.

Fuel Economy and Greenhouse Gas Rating (tailpipe only)

6

10

10

6

10

Best

Best

Smog Rating (tailpipe only)

6

10

10

6

10

Best

Best

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuel economy.gov

Calculate personalized estimates and compare vehicles

Download the FordPass™ app* and you can:

Access Vehicle Control Features

• Remotely start, lock and unlock your vehicle.

• Locate your vehicle and check approximate fuel range.

• Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot

• New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.

• Connect up to ten Wi-Fi-equipped devices.

*Complete internet capabilities require a compatible smartphone. Access subject to carrier. See carrier for details. 3GB is limited bandwidth. By downloading the FordPass app, you agree to the terms and conditions of the app. See the app for more details. ©2014 Ford Motor Company. All rights reserved.

The FordPass connect™ module is a hardware and software solution that provides a secure, encrypted connection to the cloud. See in-vehicle settings for connectivity options.

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Driver Passenger

★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, or vehicle can expose you to chemicals including engine exhaust, carbon monoxide, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

ESCAPE FWD

2025 ST LINE FWD
106.7" WHEELBASE
1.5L ECOBOOST W/START-STOP
8-SPD AUTO TRANSMISSION

EXTERIOR
STAR WHITE METALLIC TRI-COA
INTERIOR
EBONY PART VIN/CLTH&RED STCH

SU A69052

120250131 5024

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- ACTIVE GRILLE SHUTTERS
- EASY FUEL CAPLESS FILLER
- GRILLE - BLACK MESH
- HEADLAMP COURTESY DELAY
- HEADLAMPS - AUTO LED
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASH/DFRST
- REAR SPOILER, ST UNIQUE
- ROOF-RACK SIDE RAILS-BLACK
- ST-LINE BADGING
- TAILLAMPS-LED
- TIRE INFLATOR/SEALANT KIT
- UNIQUE REAR SKID PLATES

INTERIOR

- 1-TOUCH DOWN DRIVER WINDOW
- DUAL VISOR VANITY MIRRORS
- DUAL ZONE AUTO CLIMATE CTL
- MAP POCKETS-PASSENGER
- POWERPOINTS-12V, USB A & C
- REAR SEAT CUPHOLDERS
- REAR SEAT ARMREST
- RED STITCH ACCENTS
- RED STITCH GEAR SHIFT DIAL
- SPORT BUCKET FRONT SEATS
- STEERING WHEEL - FLAT
- BOTTOM W/ RED STITCH

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAG - DRIVER KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LATCH CHILD SAFETY SYSTEM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

Stock # 76673

PRICE INFORMATION

BASE PRICE

\$29,145.00

TOTAL OPTIONS/OTHER

2,830.00

TOTAL VEHICLE & OPTIONS/OTHER

31,975.00

DESTINATION & DELIVERY

1,495.00

\$33,866.00 including 3 fobs

28.25 title

33,894.25

-1,000.00 rebate

\$32,894.25 total

RAMP ONE

CA24

RAMP TWO

CONVOY

ITEM #:

71-N023 O/T 2

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit Ford Credit www.ford.com/finance.

SA241 N RB 2X 525 000738 01 24 25

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

Exhibit B

State Bid# 8475, Item 5.1

Please see attached page(s).

STANDARD PAGE ~ BID# 8475 FLEET VEHICLES

fleet@fordcountrylv.com

DEALER NAME: Ford Country

Tom Craddock

702-558-8064

Specify State's Vehicle Item Number: 5.1 Sport Utility Vehicle: 4x4; 4 Door; 4-6 passengers (page 1)

Please provide MSRP pricing: \$30,995

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
Ford, Escape Active, 2025 (U9G)	\$30,530.00	\$29,930.00

State vehicle miles per gallon (MPG) 22 city / 28 hwy

State manufactures warranty: 3yr - 36k bumper to bumper / 5yr - 60k powertrain

Specify engine size and emission rating: 1.5L EcoBoost I-4 Auto Start/Stop

Includes Minimum Standard Equipment Listed: ☒ X Yes ☐ No If no, state exceptions:

Exterior Color: List available colors:

Vapor Blue; Space Silver; Carbonized Gray; Agate black; Oxford White

Seats, Cloth: List available colors:

Ebony

GVW: N/A

(When Applicable)

WHEELBASE: 103"

(When Applicable)

OPTION PACKAGE PAGE ~BID# 8475 FLEET VEHICLES

fleet@fordcountrylv.com

DEALER NAME: Ford Country

Tom Craddock

702-558-8064

Specify State's Vehicle Item Number: 5.1 Sport Utility Vehicle: 4x4; 4 Door; 4-6 passengers (page 2)

Option Package Name/Code: Tech Package #1 Package \$985

List Equipment Features Below:

Adaptive Cruise Control with Stop and Go, Lane Centering Assist, Predictive Speed Assist. Connected Navigation (1 Year Included). Evasive Steering Assist, Interswction Assist, Rear Parking Sensor, SYNC 4, 13.2" LCD Touchscreen

ITEMIZED OPTION PAGE ~ BID# 8475 FLEET VEHICLES

Specify State's Vehicle Item Number: 5.1 Sport Utility Vehicle: 4x4; 4 Door; 4-6 passengers (page 3)

DEALER NAME: Ford Country

Tom Craddock

702-558-8064

fleet@fordcountrylv.com

DEDUCT AMOUNT

ABS Brake System	standard	\$-
Air Conditioning	standard	\$-
Cruise Control	standard	\$-
Illuminated Door Entry Keypad	\$448	\$-
Engine Block Heater	\$189	\$-
2 Wheel Drive		(\$1,420)
Mini Spare Tire	\$340	\$-
Wheel Locking Lug Nuts	\$83	\$-
All Weather Floor Mats	\$155	\$-
Additional Key With Fob	\$325	\$-
Cargo Mat	\$98	\$-
Remote Start	N/A	\$-
Power Mirrors	standard	\$-
Power Windows & Door Locks	standard	\$-
Splash Guards	\$236	\$-
Daytime Running Lamps	\$43	\$-
Interior Cargo Cover	\$132	\$-
Radio; AM/FM Stereo, SYNC	standard	\$-
Center Console Vault - Locking	\$405	\$-
Seats, Cloth		
Colors: Dark Earth Gray		
First Aid Kit by DC Safety	\$58	\$-
Class II Trailer Tow Package	\$485	\$-
Cargo Organizer	\$152	\$-
Reverse Sensors	\$240	\$-
Roof Rail Crossbars	\$398	\$-
Roadside Assistance Kit	\$78	\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 1.00 per mile.