

## **PORTABLE RADIO PURCHASE AGREEMENT**

This Portable Radio Purchase Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Motorola Solutions, Inc., a Delaware corporation (“Provider”).

### **RECITALS**

WHEREAS, the City desires to purchase eleven (11) APX 6000 XE Series Portable Radios (“Products”) under the terms and conditions set forth in that certain NASPO ValuePoint Participating Addendum number 00318, effective on February 8, 2022 between the State of Nevada and Provider, which also incorporates the terms and conditions of the NASPO Lead State Master Agreement contract number 00318, effective on January 1, 2022 between the State of Washington and Provider, attached together hereto as **Exhibit A** (“Original Contract”);

WHEREAS, NRS 332.195 allows a governing body to enter into a contract with a vendor pursuant to a solicitation by a cooperative purchasing organization;

WHEREAS, the City desires to purchase the Products from Provider and Provider agrees to sell and deliver the Products upon the terms and conditions described in the Original Contract, unless otherwise amended as provided herein.

**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 AFFIRMATION OF THE ORIGINAL CONTRACT**

1.1. The City agrees to purchase the products described in the Provider’s Proposal (“Proposal”), attached hereto as **Exhibit B**, which are available to the City under the same pricing, terms, and conditions in the Original Contract.

1.2. The City and the Provider agree to use the Original Contract so that the City may purchase the products under the same terms and provisions in the Original Contract, provided that to the extent that any of the terms and conditions of the Original Contract conflict or contradict 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.

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## **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 continue until the products have been received, inspected, and accepted by the City ("Term").

2.2 The City shall pay the Provider for the Products up to an amount not to exceed Eighty-Eight Thousand Four Hundred Twenty-Four Dollars and 07/100 (\$88,424.07).

2.3 The prices in the Proposal 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.

2.4 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 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

2.5 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<br>Attention: Rosa Moreno / Buyer<br>2250 Las Vegas Blvd., North<br>North Las Vegas, NV 89030<br>Phone: 702-633-2444 |
|----------|--|

|              |   |
|--------------|---|
| To Provider: | Motorola Solutions, Inc.<br>Attn: Wendy Lotman<br>PO Box 98098<br>Las Vegas, NV 89193<br>Phone: (702) 960-5369<br>Email: <a href="mailto:wendy.lotman@motorolasolutions.com">wendy.lotman@motorolasolutions.com</a> |
|--------------|---|

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.

2.6 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.

B. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City 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 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.

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 Provider under this Agreement, this Agreement will be terminated when appropriate funds expire. The City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

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 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 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.

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

City of North Las Vegas,  
a Nevada municipal corporation

Motorola Solutions, Inc,  
a Delaware corporation

By: \_\_\_\_\_  
Pamela Goynes-Brown, Mayor

By: Wendy Lotman  
Title: Sr. Account Executive  
Name: Wendy Lotman

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Andy Moore, City Attorney

Exhibit A

Original Contract

Please see attached page(s).

# PARTICIPATING ADDENDUM

for

|                          |  |
|--------------------------|--|
| Master Agreement Number: | 00318  |
| Lead Agency:             | State of Washington (NASPO Value Point)                        |
| Title:                   | Public Safety Communications Products, Services, and Solutions |

|                        |  |
|------------------------|--|
| Participating Entity:  | State of Nevada, Department of Administration, Purchasing Division |
| Address:               | 515 E Musser St, Ste 300   |
| City, State, Zip Code: | Carson City, NV 89701  |
| Contact:               | Joel Smedes  |
| Phone:                 | 775-684-0172   |
| Email:                 | <a href="mailto:j.smedes@admin.nv.gov">j.smedes@admin.nv.gov</a>   |

|                        |  |
|------------------------|--|
| Contractor:            | Motorola Solutions, Inc.   |
| Address:               | 500 W Monroe Street, Ste 4400  |
| City, State, Zip Code: | Chicago, IL 60661-3781   |
| Contact:               | Dane Mattoon   |
| Phone:                 | 702-400-2808   |
| Email:                 | <a href="mailto:dane.mattoon@motorolasolutions.com">dane.mattoon@motorolasolutions.com</a> |

WHEREAS, NRS 333.475 authorizes the Administrator to contract pursuant to solicitation for bid or proposal by other governmental entities for the purchase of supplies materials, equipment and services; and

WHEREAS, it is deemed that the supplies, materials, equipment, and services of the Contractor are both necessary and in the best interest of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **SCOPE.** This Participating Addendum (PA) covers the supplies, materials, equipment and services included in the Master Agreement from the Lead Agency listed above, except for services requiring a contractor's license. This PA is supplemental to the terms of the Master Agreement, as amended. Any conflict between the terms of the Master Agreement and the terms of this PA shall be governed by the terms of this PA. Those terms not otherwise in conflict shall continue in full force and effect.
2. **TERM.** The term of this PA shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement, as amended, or when this PA is terminated in accordance with the Master Agreement, whichever shall occur first.
3. **PARTICIPATION.** The benefits of this PA shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this PA.
  - 3.1. **STATE EXECUTIVE BRANCH AGENCIES.** All state "Using Agencies", as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.
  - 3.2. **LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL.** Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.

## PARTICIPATING ADDENDUM

- 3.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.

### 4. ADMINISTRATIVE FEE.

- 4.1. Contractor shall pay a quarterly administrative fee payable to the "State of Nevada Purchasing Division." The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the Contractor for all products and services provided under the contract during the quarter beginning the date of execution of this contract.
- 4.2. Applicable administrative fees shall not be included on the invoice as an individual line item.
- 4.3. All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the Contractor for each contract.
- 4.4. The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty-five (45) days of quarter end (refer to section below).

### 4.5. QUARTERLY REPORTS.

- 4.5.1 Templates for the required quarterly reports listed below may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: [NVOtlyReport@admin.nv.gov](mailto:NVOtlyReport@admin.nv.gov) or other electronic method agreed to in writing by both parties.
- 4.5.2 Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report. Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by the Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.
- 4.5.3 Nevada Purchasing Division Statewide Contract Quarterly Usage Report. Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

| Data Element                     | Description   |
|----------------------------------|---|
| Customer Name                    | Name of entity making the purchase—if customer has multiple locations, please use the main entity name.   |
| Customer Type                    | Indicate the type of entity making the purchase:<br>S=State Agency<br>E=University and Community College<br>P=Political Subdivision<br>O=Other Entity |
| PO # or Other Authorization Type | Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.                                      |
| Purchase Description             | Description of the product or service purchased   |
| Quantity                         | Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.   |
| Unit Price                       | Unit price charged (excluding credits) for the product or service purchased.  |
| Total Cost                       | Total cost of the purchase—quantity delivered x unit price charged.   |

- 4.5.4 Fee Payment and Report Schedule. Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

**Period End**  
March 31

**Report Due**  
May 15

## PARTICIPATING ADDENDUM

June 30  
September 30  
December 31

August 14  
November 14  
February 14

- 4.5.5 Report Modifications. The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to the Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agrees that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contractual terms, as amended.
- 4.5.6 Timely Reports and Fees. If the quarterly administrative fee is not paid and quarterly report is not received by forty-five (45) calendar days of quarter end, then the Contractor will be in material breach of this contract.
5. **ORDERS.** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this PA shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The Master Agreement number and the State Contract Number must appear on every Quote/Purchase Order placed under this Participating Addendum.
6. **REQUISITIONS.** Orders for Nevada State executive branch agencies as defined in Section 3.1 will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State. Other entities as defined in Section 3.2 and 3.3 can purchase directly and be billed by vendor.
7. **SERVICES.** All professional services and all onsite services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in Section 3.1 will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in Section 3.2 and 3.3 can purchase onsite services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor's license issued pursuant to chapter 624 of NRS are not authorized under this agreement.
8. **SUBCONTRACTORS.** All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.
9. **BUSINESS LICENSE.** Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).
10. **GOVERNING LAW.** This PA will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.



## PARTICIPATING ADDENDUM

11. **ENTIRE AGREEMENT.** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.



|  |   |
|--|---|
| Participating Entity:<br>State of Nevada   | Contractor:<br>Motorola Solutions, Inc.   |
| By:<br> | By:<br> |
| Name:<br>Kevin D. Doty   | Name:<br>Neil Thomas  |
| Title:<br>Administrator  | Title:<br>Vice President, West Region   |
| Date:<br>2/8/22  | Date:<br>2/7/2022   |

Exhibit B

Proposal

Please see attached page(s).

Billing Address:  
NORTH LAS VEGAS, CITY OF  
2250 LAS VEGAS BLVD N STE  
710  
NORTH LAS VEGAS, NV 89030  
US

Shipping Address:  
CITY OF NORTH LAS VEGAS  
2335 AEROJET WAY  
NORTH LAS VEGAS, NV 89030  
US

Quote Date:04/02/2025  
Expiration Date:07/01/2025  
Quote Created By:  
Wendy Lotman  
Wendy.Lotman@  
motorolasolutions.com  
702-960-5369

End Customer:  
NORTH LAS VEGAS, CITY OF  
Scott Schuster  
schusters@cityofnorthlasvegas.com  
7026693343

Contract: 19860 - NASPO

| Line # | Item Number      | Description                        | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------|------------------------------------|-----|------------|------------|-----------------|
|        | APX™ 6000 Series | APX6000 XE                         |     |            |            |                 |
| 1      | H98UCF9PW6BN     | APX6000 700/800 MODEL 2.5 PORTABLE | 11  | \$3,667.00 | \$2,676.91 | \$29,446.01     |
| 1a     | QA01648AA        | ADD: HW KEY SUPPLEMENTAL DATA      | 11  | \$6.00     | \$4.38     | \$48.18         |
| 1b     | G996AU           | ADD: PROGRAMMING OVER P25 (OTAP)   | 11  | \$110.00   | \$80.30    | \$883.30        |
| 1c     | Q361AR           | ADD: P25 9600 BAUD TRUNKING        | 11  | \$330.00   | \$240.90   | \$2,649.90      |
| 1d     | QA02006AA        | ENH: APX6000XE RUGGED RADIO        | 11  | \$880.00   | \$642.40   | \$7,066.40      |
| 1e     | QA00580AC        | ADD: TDMA OPERATION                | 11  | \$495.00   | \$361.35   | \$3,974.85      |
| 1f     | H38BT            | ADD: SMARTZONE OPERATION           | 11  | \$1,320.00 | \$963.60   | \$10,599.60     |
| 1g     | QA09113AB        | ADD: BASELINE RELEASE SW           | 11  | \$0.00     | \$0.00     | \$0.00          |
| 1h     | QA01427AB        | ALT: IMPACT GREEN HOUSING          | 11  | \$28.00    | \$20.44    | \$224.84        |
| 1i     | Q806BM           | ADD: ASTRO DIGITAL CAI OPERATION   | 11  | \$567.00   | \$413.91   | \$4,553.01      |
| 1j     | H301CN           | DEL: DELETE BELT CLIP/ BASIC CARRY | 11  | -\$10.00   | -\$7.30    | -\$80.30        |
| 1k     | Q887AU           | ADD: 5Y ESSENTIAL SERVICE          | 11  | \$306.00   | \$306.00   | \$3,366.00      |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line # | Item Number  | Description   | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|------------|------------|-----------------|
| 1l     | Q498AY       | ENH: ASTRO 25 OTAR W/<br>MULTIKEY   | 11  | \$814.00   | \$594.22   | \$6,536.42      |
| 1m     | QA07680AA    | ADD: MULTI SYSTEM OTAR  | 11  | \$165.00   | \$120.45   | \$1,324.95      |
| 1n     | Q629AK       | ENH: AES ENCRYPTION AND<br>ADP  | 11  | \$523.00   | \$381.79   | \$4,199.69      |
| 2      | PMMN4107BBLK | AUDIO ACCESSORY-REMOTE<br>SPEAKER<br>MICROPHONE,XE500 REMOTE<br>SPKR MIC WITHOUT<br>CHANNEL KNOB, BLACK | 11  | \$594.00   | \$433.62   | \$4,769.82      |
| 3      | HLN6875A     | BELT CLIP 3 INCH  | 60  | \$14.04    | \$10.25    | \$615.00        |
| 4      | PMNN4486A    | BATT IMPRES 2 LIION R IP67<br>3400T   | 60  | \$188.27   | \$137.44   | \$8,246.40      |

**Grand Total**

**\$88,424.07(USD)**

## Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





## Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**