

PURCHASE AGREEMENT

This 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 Tele/Data Contractors, Inc., doing business as Teledata Technologies, a Nevada corporation (“Provider”).

RECITALS

WHEREAS, the City desires to purchase upgrade of two hundred (200) surveillance system Milestone licenses from Professional to Corporate Edition (“Products”).

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

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

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s quote dated June 6, 2023 (“Quote”) attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

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

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

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

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

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

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

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until project completion or until the Project is complete as determined by the City in its sole and complete discretion, whichever is later ("Term"). Depending on the City's order quantities for the Project the City may pay the Provider for the Products up to an amount not to exceed Ninety-Five Thousand, Nine Hundred Eighteen Dollars and 00/100 (\$95,918.00).

2.2. The prices in the Quote will remain in effect for the Term or another specified date. 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 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

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

3.1.1. Provider is a duly formed and validly existing Nevada 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 Purchase 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, through its City Manager, may terminate this Agreement at any time for convenience, upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A. This Section 6 shall survive the completion of the Project, if applicable, and 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: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider: Tele/Data Contractors Inc.,
d/b/a Teledata Technologies
Attention: Jim Thielman
7060 West Warm Spring Road, Suite 190
Las Vegas, NV 89113
Phone: 702-203-0328
Email: JThielman@teledatanv.com

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

**SECTION EIGHT
SAFETY**

8.1. Obligation to Comply with Applicable Safety Rules and Standards. 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 at the City facilities.

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**SECTION NINE
MISCELLANEOUS**

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

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

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

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

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

9.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 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 and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

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

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

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

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

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

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

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

[The remainder of page is 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

Tele/Data Contractors, Inc.,
d/b/a Teledata Technologies,
a Nevada corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By: **Jim**
Title: **Thielman**
Name: _____
Digitally signed by Jim Thielman
DN: cn=Jim Thielman,
o=Teledata Technologies, ou,
email=jthielman@teledatanv.co
m, c=US
Date: 2023.07.13 12:27:42 -07'00'

Attest:

By: _____
Jackie Rodgers, City Clerk

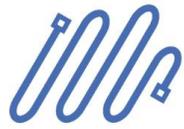
Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Quote

Please see attached page(s).



TELEDATA
TECHNOLOGIES

Prepared For:

City of North Las Vegas

CNLV- Milestone Upgrade- Professional to Corporate



CITY OF
NORTH LAS VEGAS.COM

Presented By:

Jim Thielman

Headquartered in Las Vegas, NV

Arizona
277732 L-67

California
982198 C7

Servicing
Nevada
0054416 C2C, C

Montana
F1067348

New Mexico
398854 ES03

City of North Las Vegas

Attn: Jeremy Jami

2250 Las Vegas Blvd North
North Las Vegas, Nevada 89030

Thank you for considering TeleData Technologies for your Business Technology needs. Below I have outlined the work to be performed. We look forward to working with you.

PROJECT LOCATION: 2250 Las Vegas Blvd North, North Las Vegas, Nevada 89030

PROJECT NAME: CNLV- Milestone Upgrade- Professional to Corporate

SCOPE OF WORK:

Milestone Upgrade- Professional to Corporate

Milestone Server # M01-C05-222-01-6C496A

Provide (1) UXPAACL-50 Trade-in AAC licenses 50 Smart Clients x/C-Plus-1
Provide (1) UXPAACL Trade-in AAC license for 1 Smart Client w/C-Plus -2
Provide (1) UXPPPLUSDL Trade-in XProtect Professional w/C-Plus -316
Provide (1) UXPPPLUSBL Trade-in X-Protect Professional + BL w/C-Plus -1
Provide (1) Trade-in Y3XPPPLUSDL 3 year care Plus for X-Protect Professional + DL -316
Provide (1) MXPPPLUSDL 1 month Care plus for X-Protect Professional + DL -316
Provide (1) XPCOBT XProtect Corporate Base License (BL) 1
Provide (1) XPCODL X-Protect Corporate Device IICENSE (DL) 316.
Provide (1) XPAACL-50 AAC Licenses for 50 concurrent XP Smart clients
Provide (1) XPSWBL X-Protect Smart Wall Base License (BL) 1
Provide (1) XPAACL Adv Audio Codec (ACC) License for (1) XP smart client 2
Provide (1) XPIMBL X-Protect incident Manager Bas License (BL) 1
Provide (1) Y5XPCOBT 5 year Care Plus for X-Protect Corporate BL 1
Provide (1) Y5XPCODL 5 year Care Plus for X-Protect Corporate DL 316

EXCLUSIONS:

- Overtime
- Permits, bid and performance bonds, additional licensing. Unless otherwise noted herein
- Conduit, wire mesh tray, enclosed tray and other raceways, pull strings, and fire stop materials.
- Core Drilling, saw cutting, trenching
- TV, Voice and Network Building entrance systems by others
- Fire rated back boards, building ground and TMGB bus bar (s)
- Demolition, temporary power/lighting and trash haul.
- Installation of Cross-connects or patch cables at the headend or the field device/stations.
- Network switches, Hardware, software and Wireless Access Points
- Lift Rentals
- Permits

TERMS:

- This contract to include the scope of work referenced above, Exclusions and Standard Conditions of Sale contained herein. Constitutes the entire agreement ("Proposal") between City of North Las Vegas and TeleData Technologies and is effective upon the date of signature of the parties herein.
- 50% of total contract and/or company issued Purchase Order due upon contract acceptance and before initiation of work.
- Remaining balance of contract and any change orders due 10 days after installation completion, and if required contract specific close-out documents.
- A credit card service fee of (three) 3% above quoted price will be assessed.
- Proposal is good for 15 days of dated Scope Of Work (SOW).

STANDARD CONDITIONS OF SALE:

TeleData to perform the specified Scope of Work, as noted herein;
Only systems noted under this Scope of Work (SOW) are included in this proposal

All labor priced as regular rate, day shift (M-F, 7am-3:30pm), and if applicable, per the current published Prevailing Wage rate schedule; TeleData Technologies (hereafter "TeleData") will complete any applicable installation of the described system(s) within the standard industry guidelines as dictated by the industry's governing bodies.

Letters of Intent (LOI) or a Notice to Proceed (NTP) only allows Teledata to compile and submit project specific submittals only, design or shop drawings require a signed contract or Purchase Order number (PO#)

Additional labor or materials required by authorized change order or by the local Authority Having Jurisdiction (AHJ) at the time of the inspection
Additional materials purchased on a unit basis at a later date, may not be available at the prices quoted under this proposal. Please see Additional Work Performed below for an outline of cost associated with any change order (CO) request

If required installation may include factory certification along with extended end-to-end warranty. In accordance with published industry standards, BICSI specifications and manufacturer performance standards.

Unless otherwise stated herein, Invoices will be submitted on progress billing every 30 days (or per contract acceptance and payment schedule) with payment due Net 30 days. Invoices will include costs for: materials installed and staged in on- and off-site storage, shipping and handling, labor, equipment and other direct job expenses to complete the necessary scope of work.

For design modification, shop drawings or as-builds, all AutoCAD files are required. These files shall be provided to TeleData, free of charge. Upon receipt of these files, a minimum allowance of 2 weeks is granted to TeleData before submission to the AHJ for review, approval and permit issuance.

License

TeleData is a multi-faceted low voltage contractor, fully licensed and insured to complete the design and the build scope of this project. Copies of Teledata's certifications, licenses - state and local, as well as references of past projects completed by TeleData of similar size and scope, are available upon request.

Change Orders

TeleData will provide the equipment and installation services described in this proposal. Changes to this contract will require a written change order and pricing (as noted below under additional work performed) will be revised in accordance with these changes. TeleData reserves the right to replace equipment based on discontinuation, model change or unavailability. Teledata will replace with an equivalent model of equal or greater value upon customer approval. TeleData will not be held liable in any way for the above mentioned equipment's discontinuation, model number changes or unavailability.

Warranty

Contracted installation and programming is warranted for the period of ONE year (please see separate warranty forms provided upon completion of job, if applicable). Equipment is warranted based on the individual warranties by each individual manufacturer. It is the client's responsibility to ensure that the required warranty registration forms are submitted based on the requirements by each manufacturer if applicable. Service and or maintenance agreements may be purchased separately.

Liens and Waivers

TeleData reserves the right to lien this project upon award. Waivers for conditional lien release may be issued by TeleData upon receipt of progress payment. Waivers of unconditional lien release may be issued by TeleData upon receipt of final payment in full.

Additional Work Performed

Unless otherwise negotiated and documented, all additional work will be covered under a Time and Material basis.

The following rates will apply:

Materials: Thirty percent (30%) markup on all TeleData provided materials necessary to complete revised Scope(s).
Technician: \$ 95.00 per hour at regular shift rate
Programmer: \$ 150.00 per hour at regular shift rate
BICSI RCDD Designer, NICET II Fire Alarm Designer: \$ 250.00 per hour
Drawings requiring RCDD/NICET II Certified Signature, Stamp: \$ 150.00 per drawing sheet
Overtime charges apply to any and all labor performed before or after regular shift rate as defined above, if applicable.



Proposal

Proposal: TD-3966

Date: 6/6/2023

Governing Law

This agreement is subject to and shall be governed by and interpreted in accordance with the laws of the state of Nevada.

Dispute Resolution

Both parties will attempt in good faith to resolve any disputes arising out of or relating to this agreement by promptly initiating negotiations between party representatives who have authority to settle this controversy. If the dispute has not been resolved by negotiation, the parties will endeavor to settle the dispute by non-binding third-party arbitration. The fees and expenses of the selected arbitrator will be apportioned equally to each side.

Entire Agreement

This agreement and any attached dependencies signed by both parties sets forth the entire agreement of the parties regarding the subject matter hereto and supersede all previous understanding, agreements, representations, promises, or conditions, whether oral or written, expressed or implied, in connection with or in respect to the matters in this agreement. Neither party shall assign this Agreement or transfer its responsibilities under this Agreement, nor any interest in this Agreement, except with written consent of each party.

Upon acceptance and signature, please email the complete document package to your TeleData Representative or fax (702) 933-7602. You will receive a countersigned copy.

Location

200 Surveillance System Licenses	\$95,918.00
Client Total Investment	\$95,918.00

Agreed to and Accepted by:

TeleData Technologies

Jim Thielman

Jim Thielman

Digitally signed by Jim Thielman
DN: cn=Jim Thielman, o=Teledata Technologies,
ou, email=jthielman@teledatanv.com, c=US
Date: 2023.07.13 12:28:06 -07'00'

City of North Las Vegas

Printed Name

Signature

Date

Signature

Date

200 Video Surveillance - CCTV

- 1 Milestone Systems XProtect Corporate for M01-C05-222-01-6C496A, Milestone XProtect Professional to Corporate for 316 devices + Base License- includes Trade-in for the Professional device licenses and base License. Includes 5 year Corporate Care Plus