

PARTICIPATING ADDENDUM  
NASPO ValuePoint  
SMALL PACKAGE DELIVERY SERVICES 2016-2021  
Administered by the State of Utah (hereinafter "Lead State")

Master Agreement  
UNITED STATES PARCEL SERVICES, INC. (UPS)  
Master Agreement #: MA065  
(hereinafter "Contractor")  
And  
LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
(hereinafter "Participating Entity")

Master Agreement Terms and Conditions:

1. Scope:

This Participating Addendum covers the purchase of services under the State of Utah, **Small Package Delivery Services, NASPO ValuePoint Master Agreement #MA 065** for use by state agencies and other entities. **The Las Vegas Metropolitan Police Department** is authorized by State of Nevada statutes to utilize State contracts with the prior approval of the State of Nevada Chief Procurement Official. The effective date of this Addendum shall be from date of award through November 27, 2021 unless terminated early or extended in accordance with the terms and conditions of the Master Agreement.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Nevada which have obtained prior written approval by its Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Florence Matteo, Director of Enterprise Accounts
Address:	3108 W. Thomas Blvd. Suite. 1205 Phoenix, AZ 85017
Telephone:	(602) 758-8654
Fax:	n/a
Email:	fmatteo@ups.com

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Participating Entity

Name:	Beth Hurley
Address:	400B S. Martin Luther King Boulevard, 4 <sup>th</sup> Floor Las Vegas, Nevada 89106
Telephone:	(702) 828-3944
Fax:	(702) 828-0146
Email:	B14587h@lvmpd.com

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

A. Invoicing and Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Invoices shall be sent to the address identified on the Participating Entity's Purchase Order. All invoices should identify the following items:

1. Participating Entity's contract number and contract name;
2. The date of the invoice;
3. Contractor's invoice number;
4. Contractor's name;
5. Complete address (including street, city, state and zip code);

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6. Telephone number;
7. Contact person;
8. Itemized description of services performed and/or products delivered
9. Itemized pricing and total amount due (excluding Sales and Use Tax)
10. Date of Service
11. The associated Participating Entity's purchase order number;
12. Contractor's tax identification number

B. Pricing

The Contractor certifies that firm rates will remain the same for at least one (1) year from execution of the Master Agreement. Rate increase submissions may only occur on an annual basis. The Contractor must submit request of the increase to the Lead State. The Lead State will review each rate increase submission and may, at its discretion, utilize the PPI or CPR to reject, approve or negotiate rate increases.

C. Governing Law/Venue of Action

The Participating Addendum shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

D. Availability of funding

- (i) Notwithstanding any other provisions of this Participating Addendum, this Participating Addendum shall terminate and Participating Entity's obligations under it shall be extinguished at the end of the fiscal year in which the Fiscal Affairs Committee fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due. In any such event, the Participating Entity will notify the Contractor in writing in 30 Days in advance of the date such cancellation or reduction is to be effective. Contractor shall in no event be required to perform services for Participating Entity under this Participating Addendum upon confirmation that funds are not available for Contractor to be paid, and Participating Entity shall not tender packages to Contractor for delivery unless funds are available to pay for such service.

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E. Termination for Convenience

The parties shall have the right to terminate the Participating Addendum in whole or part at any time without penalty or recourse upon 30 calendar days written notice of intent to terminate.

F. Indemnification

The Contractor agrees to protect, defend, indemnify and hold the Participating Entity, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the negligence or unlawful acts of Contractor or any subcontractor

G. Amendment:

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

H. Subcontractors

All contactors, dealers, and resellers authorized in the State of Nevada], as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.



5. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement (**#MA 065**) unless the parties to the order agree in writing that another contract or agreement applies to such order.

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Agreement

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

Participating Entity: Las Vegas Metropolitan Police Department	Contractor: United States Parcel Services, Inc. (UPS)
Signature:  Name: Richard Hoggan	Signature:  Name: Florence Matteo
Title: Chief Financial Officer	Title: Director of Enterprise Accounts
Date: 3/29/2018	Date: 3/27/2018

Approved as to form:

Santoro Whitmire, Ltd.  
 3/29/2018  
Andrew J. Glendon, Esq.  
Legal Counsel

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to***

***[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***

***to support documentation of participation and posting in appropriate data bases.]***