



Agenda

**San Mateo Consolidated Fire Department
Board of Directors
Regular Meeting
Thursday, July 18, 2024 – 4:00 P.M.**

Consistent with Government Code Section 54953, this meeting will be conducted both in person and also via Zoom Teleconferencing to promote public participation at public meetings while maintaining compliance with local, state, and federal guidelines and social distancing recommendations for the containment of the coronavirus. Department officials and members of the public are invited to attend and give public comment either in person or via teleconference. Comments may also be submitted prior to the meeting by email to: nmorales@smcfire.org

To Attend in-person

Foster City EOC, 1040 East Hillsdale Blvd., Foster City, CA 94404

To Observe and Participate via Video Teleconference

Register in advance for this Zoom webinar:

https://us06web.zoom.us/webinar/register/WN_LfDiYSMmQpGyHddMKsYNnw

1. OPENING

- 1.1 Call to Order & Determination of a Quorum
- 1.2 Pledge of Allegiance
- 1.3 Roll Call

2. AGENDA CHANGES

The Chair/Board Member may change the order of the Agenda or request discussion of a Consent Item. A member of the public may request discussion of a Consent Item by emailing the Board Clerk Nicole Morales at nmorales@smcfire.org prior to Public Comment.

3. PUBLIC COMMENT

Public Comment is limited to 15 minutes, with a maximum of three (3) minutes per speaker. If you wish to address the hearing body, please notify the Department as soon as practical by emailing the Board Clerk of the Fire Board at nmorales@smcfire.org. If you are addressing the Board of Directors on a non-agenda item, the Board of Directors may, but is not required to, briefly respond to statements made or questions posed as allowed by the Brown Act (GC 54954.2). The Board of Directors may refer items to staff for attention, or have a matter placed on a future Board of Directors Meeting, for more comprehensive action or report.

4. CONSENT

- [4.1](#) Approval of Fire Board Meeting Minutes from June 17, 2024.
- [4.2](#) Report from Closed Session of June 17, 2024.
- [4.3](#) Approval of Fire Board Meeting Minutes from July 8, 2024.
- [4.4](#) Report from Closed Session of July 8, 2024.
- [4.5](#) Adopt a resolution approving a purchase order in the amount not to exceed \$300,000 for Bus & Equipment of California, Incorporated (B&E) for fire apparatus inspection, service, maintenance, and repairs for fiscal year 2024-25.
- [4.6](#) Adopt a resolution approving a purchase order in the amount not to exceed \$260,000 for Flyers Energy, LLC for vehicle fleet fuel for fiscal year 2024-25.

- [4.7](#) Adopt a resolution approving a purchase order in the amount not to exceed \$475,000 for L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear, and supplies for fiscal year 2024-25.
- [4.8](#) Adopt a resolution approving a purchase order in the amount not to exceed \$140,000 for TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) telephone services and equipment for fiscal year 2024-25.

5. NEW BUSINESS

- [5.1](#) Adopt a resolution approving revisions to the San Mateo Consolidated Fire Department's Master Fee Schedule effective January 1, 2025.
- [5.2](#) Adopt a resolution to amend the Memorandum of Understanding between San Mateo Consolidated Fire Department and the American Federation of State, County and Municipal Employees and to appropriate funds in the amount of \$135,000 for the Fiscal Year 2024-25 budget.

6. REPORTS AND ANNOUNCEMENTS

- 6.1 Board Members and Department Management Staff will have an opportunity to make announcements.
- 6.2 Operations Update (*verbal only*)
- 6.3 Community Risk Reduction Update (*verbal only*)
- 6.4 Fire Chief update (*verbal only*)

7. PUBLIC COMMENT ON CLOSED SESSION ITEMS

8. CLOSED SESSION

- 8.1 Conference with Legal Counsel: Anticipated Litigation – Authorized pursuant to Government Code Section 54956.9(d)(2) - *One (1) Matter*

9. RETURN FROM CLOSED SESSION

- 9.1 The report out from Closed Session will be made at the next Board meeting.

10. ADJOURNMENT

I, Nicole Morales, Board Clerk of the San Mateo Consolidated Fire Department, hereby declare that the foregoing Agenda was posted in compliance with the Brown Act prior to the meeting date.

In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Fire Board Clerk at (650) 522-7900 no less than 72 hours prior to the meeting. Notification in advance of the meeting will enable the Fire Department to make reasonable arrangements to ensure accessibility to this meeting.

Copies of documents distributed at the meeting are available in alternative formats upon request. Any writing or documents provided to a majority of the Board regarding any item on this Agenda will be made available for public inspection at the Department Fire Administration Office located at 1040 E. Hillsdale Blvd., Foster City, CA 94404, during normal business hours. In addition, most documents will be posted on the Department's website at <https://www.smcfire.org/meeting-dates-agendas-minutes/>



Meeting Minutes
San Mateo Consolidated Fire Department
Board of Directors Regular Meeting
Thursday, June 17, 2024 – 4:00 P.M.
Hybrid Remote Teleconference Meeting
Foster City EOC

1. OPENING

The meeting was called to order at 3:00 pm by Board Chair Mates

1.1. Call to Order & Determination of a Quorum

1.2. Pledge of Allegiance

1.3. Roll Call

Board Members Present: Froomin, Mates, Newsom

Board Members Absent:

2. AGENDA CHANGES

None

3. PUBLIC COMMENT

None

4. CONSENT

Board Chair Mates asked if there was any public comment on this item, which there was not. Board Member Froomin moved to approve the Consent calendar; Board Member Newsom seconded. The Board Secretary took a roll call vote, and the Consent calendar items were approved 3-0.

5. NEW BUSINESS

Item 5.1 Adopt a resolution approving a \$7,600 compaction adjustment and a 3% cost of living increase for the Deputy Fire Chief positions effective July 7, 2024.

Fire Chief Thrasher provided an overview of the staff report.

Board Chair Mates asked if there was any public comment on this item, which there were none. Board Chair Mates moved to adopt the resolution; Board Member Froomin seconded. The Board Secretary took a roll call vote, and the resolution was approved 3-0.

Item 5.2 Adopt a resolution approving a 3% cost of living increase for the Fire Chief position effective July 7, 2024.

Chief Administrative Officer Khojikian provided an overview of the staff report.

Board Chair Mates asked if there was any public comment on this item, which there were none. Board Member Froomin moved to adopt the resolution; Board Member Newsom seconded. The Board Secretary took a roll call vote, and the resolution was approved 3-0.

Department Counsel Ross noted with respect to New Business Item Nos. 5.1 and 5.2, that they were both Resolutions providing for increases in compensation to Management level personnel or individuals of the Department in the subject matter areas set forth in the title of the Resolutions.

6. REPORTS AND ANNOUNCEMENTS

Board Member Newsom thanked department for handling the recent fire at Lagoon Island Park bird sanctuary in San Mateo.

Deputy Fire Chief Turturici provided a brief organizational update:

- On June 3rd, units from SMC Fire responded to an 8-alarm fire in Menlo Park and assisted with covering the south end of the county.
- On June 12th, fire in San Mateo on Lagoon Island Park bird sanctuary
- Strike team of two Type 6 engines deployed to the Point Fire in Sonoma County.
- August 24, 2024 SMFFA Chili Cook-Off at San Mateo Central Park

7. CLOSED SESSION

The Fire Board adjourned to Closed Session at 3:18 p.m. General Counsel Ross reported out from Closed Session, indicating that a written report describing any reportable action will be prepared and will be included in the meeting packet for the next Board meeting.

8. ADJOURNMENT

The Board meeting was adjourned at 4:20 p.m.

William D. Ross
David P. Schwarz
Kypros G. Hostetter
Christina M. Bellardo

Law Offices of
William D. Ross
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File No: 19/55

June 20, 2024

VIA E-MAIL

The Honorable Julia Mates, Chair
and Members of the Fire Board
San Mateo Consolidated Fire Department
330 West 20th Avenue
San Mateo, California 94403

Re: Report Upon Return from Closed Session; San Mateo Consolidated Fire
Department Virtual Regular Board Meeting of June 17, 2024

Dear Chair Mates and Board Members:

This communication sets forth reportable action of the Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”), consistent with the provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*) resulting from the Department’s Closed Session of the June 17, 2024 Virtual Regular Board Meeting, consistent with Government Code Section 54957.1

Board Chair Mates called the Meeting to order at 3:00 p.m. and after completing the Open Session Agenda, adjourned to Closed Session at 3:19 p.m. convening in Closed Session at 3:21 p.m.

There were five matters agendized for Department Closed Session consideration:

- 7.1 Conference with Labor Negotiators regarding Memorandum of Understanding pursuant to Government Code Section 54957.6
Agency Designation Representative(s): IEDA, and Alex Khojikian, Chief Administrative Officer
Employee Organization(s): American Federation of State, County, and Municipal Employees (AFSCME) – Management and General Employees
- 7.2 Conference with Legal Counsel regarding Existing Litigation, Workers’ Compensation pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9

- 7.3 Conference with Legal Counsel regarding Existing Litigation, Workers' Compensation pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of Case: Glen Cherry
Agency Designated Representative(s): Jennifer Crims, Senio
- 7.4 Conference with Legal Counsel regarding Existing Litigation, Workers' Compensation pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of Case: David Eitel
Agency Designated Representative(s): Jennifer Crims, Senior Human Resource Analyst, Willian D. Ross, Attorney, and Mark R. Peterson, Attorney
- 7.5 Conference with Legal Counsel regarding Existing Litigation, Workers' Compensation pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of Case: Victoria Varvel
Agency Designated Representative(s): Jennifer Crims, Senior Human Resource Analyst, Willian D. Ross, Attorney, and Mark R. Peterson, Attorney

With respect to Department Closed Session Agenda Item No. 7.1., although direction was given to Agency representatives with respect to the labor negotiation, that direction is not reportable under the provisions of Government Code Section 54957.6.

With respect to Department Closed Session Agenda Item No. 7.2., unanimous Board direction (3-0) was given to Department Staff and Special Counsel to settle the Workers' Compensation Case of Steve Whitmarsh. The terms and conditions of that Settlement have been completed. Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

With respect to Department Closed Session Agenda Item No. 7.3., unanimous Board direction (3-0) was given to Department Staff and Special Counsel to propose terms for resolution of the case of Glen Cherry. Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

With respect to Department Closed Session Agenda Item No. 7.4., unanimous Board direction (3-0) was given to Department Staff and Special Counsel to resolve the Worker's Compensation Case of David Eitel. Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

The Honorable Julia Mates, Chair
and Members of the Fire Board
San Mateo Consolidated Fire Department
June 20, 2024
Page 3

With respect to Department Closed Session Agenda Item No. 7.5., unanimous Board direction (3-0) was given to Department Staff and Special Counsel to resolve the Worker's Compensation Case of Victoria Varvel. Except as indicated, there was no other reportable action under the common law attorney-client privilege and the provisions of Government Code Section 54956.9(d)(1).

The Closed Session concluded at 4:19 p.m., with the Department General Counsel indicating that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

This communication should be added to the Agenda for review under the Consent Calendar of your next Regular or Special Meeting.

If there are any questions concerning its content, it may be taken off the Consent Calendar at that time or our office may be contacted in the interim.

Very truly yours,



William D. Ross
Department Counsel

WDR:jf

cc: Kent Thrasher, Fire Chief
Alex Khojikian, Department Chief Executive Officer
Nicole Morales, Business Manager
Matt Turturici, Deputy Chief
Jennifer Crims, Senior Human Resources Analyst



**Meeting Minutes
San Mateo Consolidated Fire Department
Board of Directors Regular Meeting
Monday, July 8, 2024 – 4:00 P.M.
Hybrid Remote Teleconference Meeting
Foster City EOC**

1. OPENING

The meeting was called to order at 4:00 pm by Vice Chair Newsom.

1.1. Call to Order & Determination of a Quorum

1.2. Pledge of Allegiance

1.3. Roll Call

Board Members Present in Person: Newsom, Froomin

Teleconferenced Board Member: Mates

2. AGENDA CHANGES

None

3. PUBLIC COMMENT

Commentor Ryan Shannon representative from AFSCME addressed the Board in regards to Department Closed Session Item 4.1 in consideration of American Federation of State, County, and Municipal Employees (AFSCME) Memorandum of Understanding.

4. CLOSED SESSION

The Fire Board adjourned to Closed Session at 4:04 p.m. General Counsel Ross reported out from Closed Session, indicating that a written report describing any reportable action will be prepared and will be included in the meeting packet for the next Board meeting.

5. ADJOURNMENT

The Board meeting was adjourned at 5:03 p.m.

William D. Ross
David Schwarz
Kypros G. Hostetter

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File No: 19/55

July 9, 2024

VIA E-MAIL

The Honorable Julia Mates, Chair
and Members of the Fire Board
San Mateo Consolidated Fire Department
330 West 20th Avenue
San Mateo, California 94403

Re: Report Upon Return from Closed Session; San Mateo Consolidated Fire Department Virtual Regular Board Meeting of July 8, 2024; Revised

Dear Chair Mates and Board Members:

This communication sets forth reportable action of the Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”), consistent with the provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*) resulting from the Department’s Closed Session of the July 8, 2024, Virtual Regular Board Meeting, consistent with Government Code Section 54957.1

Board Vice Chair Newsom called the Meeting to order (Chair Mates participating virtually) at 4:00 p.m. to address matters agendized for Open Session Board consideration, adjourning the Open Session at 4:04 p.m. and convening in Closed Session at 4:05 p.m.

There was one matter agendized for Department Closed Session consideration:

- 4.1 Conference with Labor Negotiators regarding Memorandum of Understanding pursuant to Government Code Section 54957.6
Agency Designation Representative(s): IEDA, and Alex Khojikian, Chief Administrative Officer
Employee Organization(s): American Federation of State, County, and Municipal Employees (AFSCME) – Management and General Employees

With respect to Department Closed Session Agenda Item No. 4.1., although direction was given to Department Staff and the Agency designated representatives (IEDA) with respect to the labor negotiation, that direction is not reportable under the provisions of Government Code Section 54957.6.

The Honorable Julia Mates, Chair
and Members of the Fire Board
San Mateo Consolidated Fire Department
July 9, 2024
Page 2

The Closed Session concluded at 5:03 p.m., where it was indicated by Department General Counsel that a written report upon return consistent with Government Code Section 54957.1 would be prepared.

This communication should be added to the Agenda for review under the Consent Calendar of your next Regular or Special Meeting.

If there are any questions concerning its content, it may be taken off the Consent Calendar at that time or our office may be contacted in the interim.

Very truly yours,

A handwritten signature in black ink, appearing to read "William D. Ross". The signature is fluid and cursive, with a long horizontal stroke at the end.

William D. Ross
Department Counsel

WDR:jf

cc: Kent Thrasher, Fire Chief
Alex Khojikian, Department Chief Executive
Officer Nicole Morales, Business Manager
Matt Turturici, Deputy Chief
Jennifer Crims, Senior Human Resources Analyst



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 18, 2024

Subject: **Bus & Equipment Purchase Order**

RECOMMENDATION

Adopt a resolution approving a purchase order in the amount not to exceed \$300,000 for Bus & Equipment of California, Incorporated (B&E) for fire apparatus inspection, service, maintenance, and repairs for fiscal year 2024-25.

BACKGROUND

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Each fiscal year, staff monitors expenditures associated with inspections, servicing, maintenance, and repairs of fire apparatus through B&E, and based on what was expended, staff anticipates purchases not to exceed \$300,000 for fiscal year 2024-25.

ANALYSIS

B&E remains the only local service provider for front-line and reserve fire apparatus for the Department. Their staff, which includes diesel truck mechanics, have kept our fleet safe and operating properly since the Department's commencement of operations. In addition to B&E, the Department utilizes three other vendors for similar work; however, these vendors are located well outside the Department's service area, resulting in an increase in personnel and fuel costs as well as out of service time of apparatus. As a local resource, B&E continues to save the Department time and money in personnel and fuel costs associated with delivering apparatuses for necessary repairs.

With funding of the Board approved Fleet Mechanic position and a fleet maintenance vehicle, the expectation is to reduce the cost of B&E by up to 50% over the next two to three years. The Fleet Mechanic recruitment and vehicle build out are both currently underway.

FISCAL IMPACT

The adopted 2024-25 budget includes appropriations for apparatus maintenance and repair costs; thus, no additional budget appropriations are required.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2024-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$300,000 FOR BUS & EQUIPMENT OF CALIFORNIA, INC. FOR FIRE APPARATUS INSPECTION, MAINTENANCE, AND REPAIRS FOR FISCAL YEAR 2024-25

WHEREAS, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors approved the Department's revised Purchasing Procedure C-07, which requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, each fiscal year, staff has been monitoring expenditures associated with inspections, servicing, maintenance, and repairs of fire apparatus through Bus & Equipment of California, Inc. (B&E); and,

WHEREAS, based on these expenditures, staff anticipates purchases not to exceed \$300,000 for fiscal year 2024-25; and,

WHEREAS, B&E is currently the only local service provider for front-line and reserve fire apparatus for the Department; and,

WHEREAS, as a local resource, B&E has saved the Department time and money in personnel and fuel costs associated with delivering apparatus for necessary repairs.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Approve a Purchase Order in the amount not to exceed \$300,000 for Bus & Equipment of California, Inc. for fire apparatus inspection, service, maintenance, and repairs for fiscal year 2024-25.

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 18th day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 18, 2024

Subject: Flyers Energy, LLC Purchase Order

RECOMMENDATION

Adopt a resolution approving a purchase order in the amount not to exceed \$260,000 for Flyers Energy, LLC for vehicle fleet fuel for fiscal year 2024-25.

BACKGROUND

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Each fiscal year, staff monitors expenditures associated with vehicle fleet fuel costs. Based on analysis of fuel expenditures for 2023-24 and the contract ending with our previous primary provider, Booster Fuels, staff anticipates purchases not to exceed \$260,000 for fiscal year 2024-25.

ANALYSIS

The use of Flyers Fleet Card Program allows all vehicles in our fleet to utilize all designated Commercial Fueling Network (CFN) locations throughout the department's service area, as well as throughout the State of California, at a competitive rate for gasoline and diesel fuel.

FISCAL IMPACT

The adopted 2024-25 budget includes appropriations for fuel; thus, no additional budget appropriations are required.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2024-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$260,000 FOR FLYERS ENERGY, LLC FOR VEHICLE FLEET FUEL FOR FISCAL YEAR 2024-25

WHEREAS, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors approved the Department's revised Purchasing Procedure C-07, which requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, each fiscal year, staff monitors expenditures associated with vehicle fleet fuel costs; and,

WHEREAS, based on analysis of fuel expenditures for 2023-24, staff anticipates purchases not to exceed \$260,000 for fiscal year 2024-25; and,

WHEREAS, Flyers Fleet Card Program allows all vehicles in our fleet to utilize all designated Commercial Fueling Network (CFN) locations throughout the department's service area, as well as throughout the State of California, at a competitive rate for gasoline and diesel fuel.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Approve a Purchase Order in the amount not to exceed \$260,000 for Flyers Energy, LLC for vehicle fleet fuel for fiscal year 2024-25.

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 18th day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 18, 2024

Subject: L.N. Curtis & Sons Purchase Order

RECOMMENDATION

Adopt a resolution approving a purchase order in the amount not to exceed \$475,000 for L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear, and supplies for fiscal year 2024-25.

BACKGROUND

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Each fiscal year, staff monitors expenditures associated with the purchase of fire suppression equipment, safety gear, and supplies through L.N. Curtis & Sons within both the Operations and Community Risk Reduction Divisions, and based on these expenditures, staff anticipates purchases not to exceed \$475,000 for fiscal year 2024-25.

ANALYSIS

L.N. Curtis & Sons is an exclusive provider of firefighter gear and fire safety equipment in Northern California, and they are the only vendor on the west coast that meets the Department's specifications for certain fire equipment. Purchases are made throughout the year as required to meet staffing needs and include items such as personal protective equipment (PPE) including turnouts, wildland gear, goggles, gloves and helmets; small tools and equipment; and other fire-related supplies. Additionally, contracts with L.N. Curtis & Sons are offered by the Government Division of National Purchasing Partners (NPPGov), a national cooperative procurement organization that offers publicly-solicited contracts to government entities nationwide, and these contracts are created through a public solicitation process.

FISCAL IMPACT

The adopted 2024-25 budget includes appropriations for fire suppression equipment, safety gear, and supplies; thus, no additional budget appropriations are required.

ATTACHMENTS

- A. Resolution
- B. L.N. Curtis & Sons NPPGov Contract for Firefighting Equipment
- C. L.N. Curtis & Sons NPPGov Contract for Personal Protective Equipment
- D. L.N. Curtis & Sons NPPGov Contract for Self-Contained Breathing Apparatus

RESOLUTION NO. RES-2024-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$475,000 FOR L.N. CURTIS & SONS FOR THE PURCHASE OF FIRE SUPPRESSION EQUIPMENT, SAFETY GEAR, AND SUPPLIES FOR FISCAL YEAR 2024-25

WHEREAS, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors approved the Department's revised Purchasing Procedure C-07, which requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, each fiscal year, staff monitors expenditures associated with the purchase of fire suppression equipment, safety gear, and supplies through L.N. Curtis & Sons, Inc. within both the Operations and Community Risk Reduction Divisions; and,

WHEREAS, based on these expenditures, staff anticipates purchases not to exceed \$475,000 for fiscal year 2024-25; and,

WHEREAS, L.N. Curtis & Sons, Inc. is an exclusive provider of firefighter gear and fire safety equipment in Northern California, and they are the only vendor on the west coast that meets the Department's specifications for certain fire equipment; and,

WHEREAS, this equipment includes items such as personal protective equipment (PPE) including turnouts, wildland gear, goggles, gloves and helmets, small tools and equipment, and other fire related supplies.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Approve a Purchase Order in the amount not to exceed \$475,000 for L.N. Curtis & Sons, Inc. for the purchase of fire suppression equipment, safety gear and supplies for fiscal year 2024-25.

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 18th day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

Master Price Agreement

between

League of Oregon Cities and L.N. Curtis & Son

Contact Number PS20015

for

FIRE FIGHTING EQUIPMENT

Effective March 18, 2020

Eighteenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Pricing Adjustment

This Amendment to the Master Price Agreement is entered into this 9th day of April 2024 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and L.N. CURTIS & SONS (“Vendor”) based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about September 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about January 21, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about February 6, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventeenth Amendment to the Master Price Agreement on or about February 27, 2024 and by this reference incorporated herein; and

WHEREAS, in the original price list on Attachment A of the Master Price Agreement executed on March 18, 2020, the discount off list price for the FoxFury product line was 1%; and

WHEREAS, due to a change to the distributors discount schedule, Vendor desires to adjust the discount off list price for the FoxFury product line to NET; and

WHEREAS, Vendor has provided notice, on or about April 2, 2024, to adjust the pricing for the FoxFury product line in Attachment A of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the pricing adjustment.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

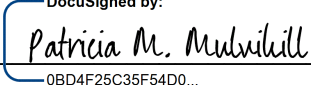
1. **Pricing Adjustment.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following pricing adjustment:

Supplier	Product	Discount Off List	Contract (Product) Category
Foxfury	Lighting and mounts	NET	FFE Category 12. Other

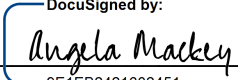
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 _____ Date April 9, 2024 | 5:38 PM PDT
0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

 _____ Date April 9, 2024 | 1:23 PM PDT
9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service

Seventeenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Addition

This Amendment to the Master Price Agreement is entered into this 27th day of February 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about September 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about January 21, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about February 6, 2024 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to the price list on Attachment A as permitted in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about February 27, 2024, to add the Symtech Fire product line to Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

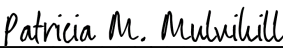
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

Supplier	Product	Discount Off List	Contract (Product) Category
Symtech Fire	Fire Simulation Equipment	1%	FFE Category 05. Firefighting and Firefighter Training


2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 Date February 27, 2024 | 10:46 AM PST
0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

 Date February 27, 2024 | 4:24 PM PST
9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service

Sixteenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Addition

This Amendment to the Master Price Agreement is entered into this 6th day of February 2024 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and L.N. CURTIS & SONS (“Vendor”) based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about September 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about January 21, 2024 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to the price list on Attachment A as permitted in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 31, 2024, to add the Fotokite accessories product line to Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

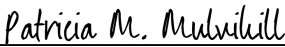
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

Supplier	Product	Discount Off List	Contract (Product) Category
Fotokite	Accessories, Parts, Options & Services	NET	FFE Category 04. Search & Rescue Equipment


2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 _____ Date February 6, 2024 | 4:07 PM PST
0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

 _____ Date February 6, 2024 | 3:40 PM PST
9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service

Fifteenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Addition

This Amendment to the Master Price Agreement is entered into this 16th day of January 2024 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and L.N. CURTIS & SONS (“Vendor”) based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about September 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to the price list on Attachment A as permitted in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 10, 2024, to add the Agility Tech product line to Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

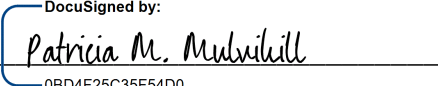
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Agility Tech	Rescue Kit	0%	FFE Category 03. Extraction Tools & Supplies

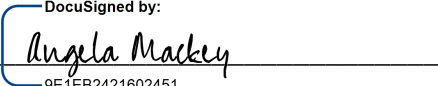
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 Date January 16, 2024 | 12:27 PM PST
0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

 Date January 21, 2024 | 7:22 PM PST
9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service

Fourteenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Supplier Name Change

This Amendment to the Master Price Agreement is entered into this 17th day of October 2023 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and L.N. CURTIS & SONS (“Vendor”) based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about September 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update one of the supplier's company name listed on Attachment A due to said supplier being acquired by another company; and

WHEREAS, Vendor has provided notice, on or about October 16, 2023, to change the supplier name Solberg to Perimeter Solutions in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the supplier name change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Supplier Name Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following supplier name change:

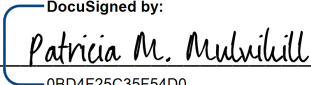
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Solberg Perimeter Solutions	Foam, Firefighting	5%	FFE Category 08. Firefighting Foam

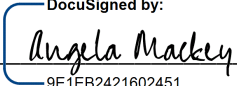
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 _____ Date October 26, 2023 | 10:55 AM PDT
0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

 _____ Date October 20, 2023 | 2:09 PM PDT
9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service

Thirteenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Addition and Product Line Discount Change

This Amendment to the Master Price Agreement is entered into this 24th day of August 2023 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and L.N. CURTIS & SONS (“Vendor”) based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about September 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product line to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to eliminate the discount off list price for the Euramco product line due to the manufacturer reducing the discount off list to Vendor; and

WHEREAS, Vendor has provided notice, on or about August 11, 2023, to add the Elkhart Brass product line to Attachment A, and to eliminate the discount off list for the Euramco product line in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product line:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Elkhart Brass	Waterflow Equipment	23% off MSRP	

2. **Discount Revised.** Due to the manufacture reducing the discount off list to distributors, Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product line:

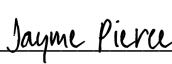
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product (s)	Discount Off List	Contract (Product) Category
Euramco	Fans, Ventilation Systems	0%	

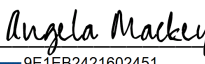
3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 _____ Date August 29, 2023 | 10:06 AM PDT
0B5CD2E162C44F4...
 BY: Jayme Pierce
 ITS: General Counsel

L.N. CURTIS & SONS

DocuSigned by:

 _____ Date August 24, 2023 | 1:19 PM PDT
9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service

Twelfth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 25th day of January 2023 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and L.N. CURTIS & SONS (“Vendor”) based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about September 21, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product line to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 23, 2023, to add the Fotokite product lines to Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product line:

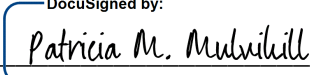
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Fotokite	Drones	5%	FFE Category 04. Search & Rescue Equipment

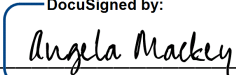
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 _____ Date February 2, 2023 | 10:56 AM PST
A49AFD929F7246E...
 BY: Patricia M. Mulvihill
 ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

 _____ Date February 2, 2023 | 6:50 AM PST
9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of customer service

Eleventh Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction

This Amendment to the Master Price Agreement is entered into this 9th day of September 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to remove two product lines from Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about September 7, 2022, to remove Savox and Savox Con Space product lines from the product catalog in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction.** Attachment A to the Master Price Agreement shall be amended in part to reflect the removal of the following products:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Savox	Camera, Systems Search	-	FFE Category 04. Search & Rescue Equipment
Savox Con Space	Communications	-	FFE Category 12. Other

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihill Date September 21, 2022 | 7:51 AM PDT
BY: Patty Mulvihill
ITS: Interim Executive Director

L.N. CURTIS & SONS

DocuSigned by:
Nick Lawrence Date September 9, 2022 | 12:01 PM PDT
BY: Nick Lawrence
ITS: Director, special Programs

Tenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 14th day of July 2022 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and L.N. CURTIS & SONS (“Vendor”) based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product line to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about July 12, 2022, to add MSA Thermal Imagers to the Search & Rescue Equipment product category of the product catalog in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
MSA	Thermal Imagers	2%	FFE Category 04. Search & Rescue Equipment

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihill Date July 15, 2022 | 6:19 AM PDT
BY: Patty Mulvihill
ITS: Interim Executive Director

L.N. CURTIS & SONS

DocuSigned by:
Nick Lawrence Date July 21, 2022 | 12:05 PM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

Nineth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Updates to Attachment A

This Amendment to the Master Price Agreement is entered into this 29th day of June 2022 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and L.N. CURTIS & SONS (“Vendor”) based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to remove six products from price list in Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to add TFT water flow products to the price list in Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, due to a reduction in the discount offered by the manufacture, Vendor desires to decrease the discount for the Super Vac product line from 20% to 5%, as permitted per Section 4.1 of the Master Price Agreement which states that manufacturing pricing is not guaranteed and may be adjusted based on the next manufacturing price increase; and

WHEREAS, Vendor desires to update the supplier's name for two suppliers due to each supplier being acquired in separate acquisitions; and

WHEREAS, Vendor has provided notice, on or about June 20, 2022, of the requested updates to the price list in Attachment A of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the aforementioned changes.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product subtractions:

**ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Supplier	Product	Discount Off List	Contract (Product) Category
Curtis	Slide-in (Heiman) Skid Unit	Net	FFE Category 10. Fire Pumps
Draft Commander	Testing, Fire Apparatus Nozzles	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Pump	Net	FFE Category 12. Other
Skedco	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Smith Detection	Equipment, Detection	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Vita Motivator	Eductors & related waterflow equipment	10%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

2. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

**ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Supplier	Product	Discount Off List	Contract (Product) Category
Task Force Tips	Waterflow Devices, TFT "New Force", "StationProtect" and "CrewProtect" Brands	Net	FFE Category 09. Firefighting (Municipal) Hose & Accessories

3. **Product Discount Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product discount changes:

**ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Supplier	Product	Discount Off List	Contract (Product) Category
Super Vac	Fans	20% 5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Super Vac	Saws	20% 5%	FFE Category 02. Firefighting Attack Tools
Super Vac	Smoke Machine	20% 5%	FFE Category 12. Other

4. **Supplier Name Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following supplier name changes:

**ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Supplier	Product	Discount Off List	Contract (Product) Category
Angus Hose BullDog	Hose, Firefighting	10%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Coastal Environmental Campbell Scientific	Weather Stations	Net	FFE Category 12. Other

5. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihill Date June 30, 2022 | 5:20 PM PDT
BY: Patty Mulvihill
ITS: Interim Executive Director

L.N. CURTIS & SONS

DocuSigned by:
Nick Lawrence Date July 1, 2022 | 10:43 AM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

Eight Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction

This Amendment to the Master Price Agreement is entered into this 17th day of May 2022 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and L.N. CURTIS & SONS (“Vendor”) based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to remove a product from Addendum A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 24, 2021, to remove the Warthog product line from the price list in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line subtraction.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product subtraction:


ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Warthog	Blades, Saw	Net	FFE Category 02. Firefighting Attack Tools


- 2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 Date May 19, 2022 | 7:11 PM PDT
 BY: Patty Mulvihill
 ITS: Interim Executive Director

L.N. CURTIS & SONS

DocuSigned by:

 Date May 17, 2022 | 7:19 PM PDT
 BY: Nick Lawrence
 ITS: Director, special Programs

Certificate Of Completion

Envelope Id: 532266E492954512B6EBC105FEBCDF68	Status: Completed
Subject: Please DocuSign: Amendment 8 MPA 1910 LN Curtis FINAL.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Marshall Stiles
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	17930 International Boulevard
	Suite 900
	SeaTac, WA 98188
	marshall.stiles@mynpp.com
	IP Address: 98.232.37.85

Record Tracking

Status: Original 5/17/2022 6:03:02 PM	Holder: Marshall Stiles marshall.stiles@mynpp.com	Location: DocuSign
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Signer Events

Nick Lawrence
nlawrence@Incurtis.com
Director, Special Programs
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Nick Lawrence
105BA01D37894D8...

Signature Adoption: Pre-selected Style
Signed by link sent to nlawrence@Incurtis.com
Using IP Address: 104.28.124.35
Signed using mobile

Timestamp

Sent: 5/17/2022 6:05:32 PM
Viewed: 5/17/2022 7:19:25 PM
Signed: 5/17/2022 7:19:42 PM

Electronic Record and Signature Disclosure:
Accepted: 2/28/2021 11:14:32 AM
ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6

Patty Mulvihill
pmulvihill@orcities.org
Interim Executive Director
Security Level: Email, Account Authentication (None)

DocuSigned by:
Patty Mulvihill
A49AFD929F7246E...

Signature Adoption: Pre-selected Style
Signed by link sent to pmulvihill@orcities.org
Using IP Address: 65.152.168.162

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Signed: 5/19/2022 7:11:17 PM

Electronic Record and Signature Disclosure:
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ID: 97accdd-a365-49fc-8dcd-8d0578592b43

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Marshall Stiles
marshall.stiles@mynpp.com
Contract Administrator
NPP & NPPGov
Security Level: Email, Account Authentication (None)

VIEWED

Using IP Address: 98.232.37.85

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Viewed: 5/19/2022 8:09:47 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/19/2022 7:11:09 PM
Signing Complete	Security Checked	5/19/2022 7:11:17 PM
Completed	Security Checked	5/19/2022 7:11:17 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

Seventh Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction and Supplier Name Update

This Amendment to the Master Price Agreement is entered into this 14th day of December 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of FIRE FIGHTING EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, due to various changes in business relationships, Vendor desires to remove ten product lines from the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, due to the acquisition of a supplier, Vendor desires to update the Wehr supplier name to Fox Manufacturing; and

WHEREAS, Vendor has provided notice, on or about November 24, 2021, to remove ten product lines from the price list and to update the supplier's name of a single product line in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line subtraction and name change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product subtractions:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Old Products Removed from Catalog			
American Honda	Generators	5%	FFE Category 12. Other
American Honda	Pumps	5%	FFE Category 10. Fire Pumps
Blowhard	Ventilation Systems	2%	FFE Category 01. Firefighting Equipment
Elkhart Brass	Nozzles, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Elkhart Brass	Waterflow Equipment	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
EZ-Spanner	Hydrant, Wrenches	-Net	FFE Category 02. Firefighting Attack Tools
Honda	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Honeywell Salvage Master	Vacuums, Water	5%	FFE Category 12. Other
Stihl (Pacific Stihl)	Saws	-Net	FFE Category 02. Firefighting Attack Tools

2. **Supplier Name Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following supplier name change:

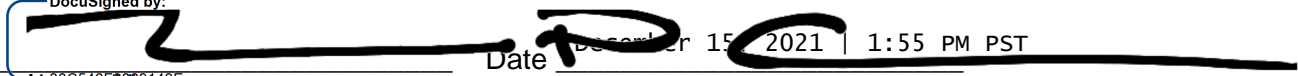
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier Old Name	Supplier New Name	Product	Discount Off List	Contract (Product) Category
New Product Added to Catalog				
Wehr	Fox Manufacturing	Saw, Windshield Glass	10%	FFE Category 03. Extraction Tools & Supplies


3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date December 15, 2021 | 1:55 PM PST
BY: Mike Curry
ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

Date December 15, 2021 | 1:42 PM PST
BY: Nick Lawrence
ITS: Director, Special Programs

Sixth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction

This Amendment to the Master Price Agreement is entered into this 15th day of November 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of FIRE FIGHTING EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, due to various reasons including but not limited to a obsolete product line, Vendor desires to remove four product lines from the price list; and

WHEREAS, Vendor has provided notice, on or about November 11, 2021, to update the price list to in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line subtraction.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the removal of the following products from the price list:

Husqvarna	Saws	20%	FFE Category 02. Firefighting Attack Tools
Fire Research	Lighting Systems	40%	FFE Category 12. Other
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	40%	FFE Category 03. Extraction Tools & Supplies
Zoll	Defibrillator, Automated External (AED)	40%	FFE Category 12. Other

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

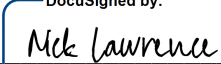
IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date November 23, 2021 | 1:56 PM PST
BY: Mike Cully
ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

Date November 23, 2021 | 10:58 AM PST
BY: Nick Lawrence
ITS: Director, Special Programs

Fifth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Addition, Subtraction and Discount Update

This Amendment to the Master Price Agreement is entered into this 15th day of July, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of FIRE FIGHTING EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product under the Search & Rescue Equipment category of the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Due to a change in the business relationship between Vendor and supplier, Vendor desires to remove three products from the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Due to a change in the business relationship between Vendor and supplier, Vendor desires to increase the discount off list percentage for two Akron Brass products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Due to a change in the business relationship between Vendor and supplier, Vendor desires to decrease the discount off list percentage for two Task Force Tips products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 10, 2021, of these here changes to the product catalog in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line changes and the product discount changes.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition and Subtraction.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition and product subtractions:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
New Product Added to Catalog			
Bullard	Thermal Imager, model TSX	2%	FFE Category 04. Search & Rescue Equipment
Old Products Removed from Catalog			
Ansul	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
Ansul	Foam, Firefighting	54%	FFE Category 08. Firefighting Foam
Thermo Gel	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam

2. **Product Discount Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list changes:


ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Old Discount Off List	New Discount Off List	Contract (Product) Category
Akron Brass	Nozzles, Hose	20%	26%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Waterflow Equipment	20%	26%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Nozzles, Hose	30%	27%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Equipment	30%	27%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

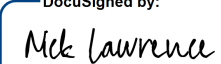
3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date July 16, 2021 | 8:31 AM PDT
BY: 138C546F989143E...
ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

Date July 15, 2021 | 8:38 PM PDT
BY: 105BA01D3789AD8
ITS: Director, Special Programs

Fourth Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 1st day of March, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Equipment (FFE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add two new products to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 21, 2021, to add two new products, one from RAPCO Industries and one from Vita Motivator, to the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new product additions.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Line Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following new products added to the product catalog:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS. SERVICES. SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
RAPCO Industries	Saws, Chains and related rescue equipment	10%	FFE Category 04. Search & Rescue Equipment
Vita Motivator	Eductors & related waterflow equipment	10%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

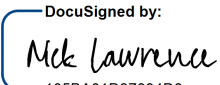
LEAGUE OF OREGON CITIES

DocuSigned by:

 38C546F8869143E...
 BY: Mike Cully
 ITS: Executive Director

Date February 28, 2021 | 11:56 AM PST

L. N. Curtis and Sons

DocuSigned by:

 105BA01D37894D8...
 BY: Nick Lawrence
 ITS: Director, Special Programs

Date February 28, 2021 | 11:15 AM PST

Third Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Name Change and Product Discount Increase

This Amendment to the Master Price Agreement is entered into this _____ day of December, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Equipment (FFE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the first Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to change the supplier name "Cooper Tools" to the name of the new owner, "Apex Tool Group" as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to increase the discount from 5% to 43% for the product "Blades, Saw" offered by supplier MK Diamond; and

WHEREAS, Vendor has provided notice, on or about December 2, 2020, to update the supplier name from Cooper Tools to Apex Tool Group and to update the MK Diamond Blades, Saw discount from 5% to 43% in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product name change and product discount change.

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Name Change and Product Discount Increase.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product name change and product discount change:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

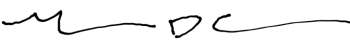
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS COOPERATIVE PURCHASING CONTRACTS				
TO SEARCH: "ctrl" + "F" enter the item (product or supplier) you are searching				
Supplier	Product	Discount Off List	COOP Contract	Contract (Product) Category
Cooper Tool Tools Apex Tool Group	Cutters, Bolt	20%	NPPGov PS20015 (Firefighting Equipment)	FFE Category 02. Firefighting Attack Tools
MK Diamond	Blades, Saw	5% 43%	NPPGov PS20015 (Firefighting Equipment)	FFE Category 02. Firefighting Attack Tools


2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 Date 12/3/2020
386546F8869143E...
 BY: Mike Cully
 ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

 Date 12/3/2020
105BA01D37894D8...
 BY: Nick Lawrence
 ITS: Director, Special Programs

Second Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Vendor Name Change

This Amendment to the Master Price Agreement is entered into this 8th day of September, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Equipment (FFE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the first Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor wishes to update the name of one of its vendors based on that vendor legally changing their name who is listed in its Proposal as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor included All-American Hose in its Proposal as a Brand; and

WHEREAS, All-American Hose has legally changed its name to Snap-tite Hose Inc.; and

WHEREAS, Vendor has provided notice, on or about September 8, 2020, of the change in vendors legal name; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the name change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT


1. **Vendor Name Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following name change:

BRAND	PRODUCT DESCRIPTION	DISCOUNT OFF LIST	CONTRACT (PRODUCT) CATEGORY
All American Hose Snap-tite Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.


LEAGUE OF OREGON CITIES

DocuSigned by:

 38C546F8869143E... Date 9/8/2020

BY: Mike Cully

ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

 105BA01D37894D8... Date 9/8/2020

BY: Nick Lawrence

ITS: Director, Special Programs

First Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 17 day of June, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about March 17, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor wishes to increase its discount for many categories and manufacturers offered in its Proposal as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor wishes to remove duplicated products already listed on another Master Price Agreement with Purchaser; and

WHEREAS, Vendor included the Hurst extrication tools in its Proposal; and

WHEREAS, new Hurst extrication products have become available; and

WHEREAS, Vendor has provided notice, on or about June 4, 2020, to include new Hurst Tools at comparable pricing offered for existing Hurst tools on contract and to offer a greater discount for current manufacturers on contract; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

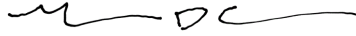
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following **discount rate changes, one product addition, and two line deletions:**

Supplier	Product	Discount Off List	Contract (Product) Category
Task Force Tips DELETE (error, duplicate)	Adapters, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Cutters Edge DELETE (business viability)	Saws	5%	FFE Category 02. Firefighting Attack Tools
Euramco Ram Fan	Ventilation Systems	10%	FFE Category 01. Firefighting Equipment
Meret	Bags, Medical	10%	FFE Category 01. Firefighting Equipment
Tempest	Ventilation Systems	12%	FFE Category 01. Firefighting Equipment
Tempest	Saws	12%	FFE Category 02. Firefighting Attack Tools
Hurst 10,000psi Jaws of Life	Tools, Rescue Hydraulic	10%	FFE Category 03. Extraction Tools & Supplies
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	10%	FFE Category 03. Extraction Tools & Supplies
Hurst eDRAULIC EWXT Rescue Tools	Tools, Rescue Hydraulic	10%	FFE Category 03. Extraction Tools & Supplies
Hurst eDraulic Rescue Tools	Tools, Rescue Hydraulic (Battery-Powered)	10%	FFE Category 03. Extraction Tools & Supplies
Wehr	Saw, Windshield Glass	10%	FFE Category 03. Extraction Tools & Supplies
CMC	Harnesses, Rope	10%	FFE Category 04. Search & Rescue Equipment
CMC	Rope	10%	FFE Category 04. Search & Rescue Equipment
CMC	Tools, Rescue	10%	FFE Category 04. Search & Rescue Equipment
Duo Safety	Ladders	10%	FFE Category 04. Search & Rescue Equipment
PMI	Rope	10%	FFE Category 04. Search & Rescue Equipment
Firefighters Bookstore	Training and Educational Materials	10%	FFE Category 05. Firefighting and Firefighter Training
Euramco Ram Fan	Fans	10%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
FSI North America	Shelters	10%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Chemguard	Foam, Firefighting	10%	FFE Category 08. Firefighting Foam
Angus Hose	Hose, Firefighting	10%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Scott Plastics (Scotty)	Nozzles, Hose	10%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Prosser (Crane Pumps)	Pumps, Submersible	10%	FFE Category 10. Fire Pumps
Fire Research	Lighting Systems	10%	FFE Category 12. Other
Foxfury	Lighting and mounts	13%	FFE Category 12. Other
Gosport	Covers & Tarps, Salvage	15%	FFE Category 12. Other
Groves Ready Rack	Racks, Clothing Storage	10%	FFE Category 12. Other
Koehler/Brightstar	Lighting and mounts	15%	FFE Category 12. Other
MSA	Instrumentation, Portable (MSA)	10%	FFE Category 12. Other
Nilfisk Turbo	Vacuums, Water	10%	FFE Category 12. Other
Tempest	Smoke Machine	12%	FFE Category 12. Other
Zoll	Defibrillator, Automated Eexternal (AED)	10%	FFE Category 12. Other
Rice	Tester, Hose	10%	FFE Category 13. Maintenance, Service & Testing

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 17, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.


LEAGUE OF OREGON CITIES

DocuSigned by:

38C546F8889143E... _____ Date 6/17/2020

BY: Mike Cully

ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

105BA01D37894D8... _____ Date 6/17/2020

BY: Nick Lawrence

ITS: Director, Special Programs

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. CURTIS & SONS ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTING EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTING EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1910 for FIRE FIGHTING EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1910 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

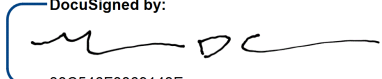
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: _____
38C546F8869143F

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 3/18/2020

VENDOR:

Signature:  _____

Printed Name: Nick Lawrence

Title: Director, Special Programs

L.N. CURTIS & SON

Dated: 17 March 2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Air Shelters USA/Zumro	Shelters	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Ajax	Chisels, Pneumatic	5%	FFE Category 03. Extraction Tools & Supplies
Akron Brass	Nozzles, Hose	20%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Waterflow Equipment	20%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Lighting and mounts	20%	FFE Category 12. Other
All American Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Allegro	Ventilation Systems	5%	FFE Category 01. Firefighting Equipment
Allied Medical	Oxygen Hardware	Net	FFE Category 12. Other
Amerex	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
American Honda	Pumps	5%	FFE Category 10. Fire Pumps
American Honda	Generators	5%	FFE Category 12. Other
Angus Hose	Hose, Firefighting	1%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ansul	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
Ansul	Foam, Firefighting	54%	FFE Category 08. Firefighting Foam
Blowhard	Ventilation Systems	2%	FFE Category 01. Firefighting Equipment
Bullard	Thermal Imagers	5%	FFE Category 04. Search & Rescue Equipment
C & S Supply	Nozzles, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
C & S Supply	Waterflow Equipment	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
CET	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
CET	Skid Unit	5%	FFE Category 10. Fire Pumps
Chemguard	Foam, Firefighting	1%	FFE Category 08. Firefighting Foam
CMC	Harnesses, Rope	1%	FFE Category 04. Search & Rescue Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
CMC	Rope	1%	FFE Category 04. Search & Rescue Equipment
CMC	Tools, Rescue	1%	FFE Category 04. Search & Rescue Equipment
Coastal Environmental	Weather Stations	Net	FFE Category 12. Other
Cooper Tool Tools	Cutters, Bolt	20%	FFE Category 02. Firefighting Attack Tools
Council Tools	Tools, Hand Firefighting Attack	25%	FFE Category 02. Firefighting Attack Tools
Curtis	Slide-in (Heiman) Skid Unit	Net	FFE Category 10. Fire Pumps
CurtisCare Service	Service and Maintenance, Heavy Rescue Tools	Net	FFE Category 13. Maintenance, Service & Testing
Cutters Edge	Saws	5%	FFE Category 02. Firefighting Attack Tools
David Clark	Communications	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Nozzles	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Pump	Net	FFE Category 12. Other
Duo Safety	Ladders	1%	FFE Category 04. Search & Rescue Equipment
Elkhart Brass	Nozzles, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Elkhart Brass	Waterflow Equipment	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Euramco	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Euramco Ram Fam	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Euramco Ram Fam	Fans	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
EZ-Spanner	Hydrant, Wrenches	Net	FFE Category 02. Firefighting Attack Tools
Ferno	First Aid	Net	FFE Category 12. Other
Fire Facilities	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Fire Hooks	Tools, Firefighting Attack	5%	FFE Category 02. Firefighting Attack Tools
Fire Research	Lighting Systems	1%	FFE Category 12. Other
Firefighters Bookstore	Training and Educational Materials	1%	FFE Category 05. Firefighting and Firefighter Training
Fire-Vent	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Fluke	Equipment, Detection (Heat)	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Fol-da-tank	Pools and Tanks	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Fol-Da-Tank	Tank, Water (Portable)	25%	FFE Category 12. Other
Fountainhead	Pump, Backpack	25%	FFE Category 01. Firefighting Equipment
Foxfury	Lighting and mounts	1%	FFE Category 12. Other
FSI North America	Shelters	1%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Gosport	Covers & Tarps, Salvage	2%	FFE Category 12. Other
Groves Ready Rack	Racks, Clothing Storage	1%	FFE Category 12. Other
Hale	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Harrington	Adapters, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Fittings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Valves	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Waterflow Devices	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Honda	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Honeywell Salvage Master	Vacuums, Water	5%	FFE Category 12. Other
Hurst 10,000psi Jaws of Life	Tools, Rescue Hydraulic	1%	FFE Category 03. Extraction Tools & Supplies
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	1%	FFE Category 03. Extraction Tools & Supplies
Hurst e-Draulics Jaws-of-Life	Tools, Rescue Hydraulic (Battery-Powered)	1%	FFE Category 03. Extraction Tools & Supplies
Hurst Strong Arm	Tools, Rescue Hydraulic	2%	FFE Category 03. Extraction Tools & Supplies
Husky	Pools and Tanks	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Husky	Tank, Water (Portable)	25%	FFE Category 12. Other
Husqvarna	Saws	20%	FFE Category 02. Firefighting Attack Tools
Indian Springs	Emergency HAZMAT Kit, Chlorine	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Junkin	First Aid	5%	FFE Category 12. Other
Kidde Simulators	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Kocheck	Waterflow Devices, Wildland	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Koehler/Brightstar	Lighting and mounts	2%	FFE Category 12. Other
K-Tool	Tools, Entry	5%	FFE Category 04. Search & Rescue Equipment
Leatherhead Tools	Axes	25%	FFE Category 02. Firefighting Attack Tools
Meret	Bags, Medical	1%	FFE Category 01. Firefighting Equipment
Miti	Showers/pools/wands, Decon	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
MK Diamond	Blades, Saw	5%	FFE Category 02. Firefighting Attack Tools
MSA	Instrumentation, Parts (MSA)	5%	FFE Category 12. Other
MSA	Instrumentation, Portable (MSA)	1%	FFE Category 12. Other
National Foam/Angus	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam
New Pig	Kit HAZMAT Clean-Up	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Nilfisk Turbo	Vacuums, Water	1%	FFE Category 12. Other
North American Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Nupla/QEP	Tools, Firefighting	25%	FFE Category 02. Firefighting Attack Tools
Paratech	Tools Air Lifting Bags	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools Stabilization	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools, Trench Rescue	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools, Forcible Entry	5%	FFE Category 04. Search & Rescue Equipment
Pelican Lights	Lighting and mounts	25%	FFE Category 12. Other
Performance Advantage	Clamps, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Performance Advantage	Mounting Bracket, Tool	5%	FFE Category 12. Other
Petzel (Evac Systems)	Hardware, Rope	5%	FFE Category 04. Search & Rescue Equipment
Petzel (Evac Systems)	Rope	5%	FFE Category 04. Search & Rescue Equipment
PMI	Rope	1%	FFE Category 04. Search & Rescue Equipment
Prosser (Crane Pumps)	Pumps, Submersible	1%	FFE Category 10. Fire Pumps
Red Head Brass	Adapters, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Red Head Brass	Couplings, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Fittings, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Valves	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Waterflow Devices	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Rescue 42	Tools, Stabilization	Net	FFE Category 03. Extraction Tools & Supplies
Rice	Tester, Hose	1%	FFE Category 13. Maintenance, Service & Testing
RIT Safety Solutions	Bags, Rapid Intervention Team (RIT)	5%	FFE Category 01. Firefighting Equipment
Sam Carbis	Ladders	5%	FFE Category 04. Search & Rescue Equipment
Savox	Camera, Systems Search	5%	FFE Category 04. Search & Rescue Equipment
Savox Con Space	Communications	5%	FFE Category 12. Other
Scott Plastics (Scotty)	Nozzles, Hose	1%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
SE International	Equipment, Detection (Radiation)	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Seco	Bags	5%	FFE Category 01. Firefighting Equipment
Simulaids	Training Aids and Mannequins	5%	FFE Category 05. Firefighting and Firefighter Training
Skedco	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Smith Detection	Equipment, Detection	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Solberg	Foam, Firefighting	5%	FFE Category 08. Firefighting Foam
South Park	Wrenches	25%	FFE Category 01. Firefighting Equipment
South Park	Adapters, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Couplings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Fittings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Waterflow Devices and Mounts	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Special Service	Chisels, Pneumatic	Net	FFE Category 03. Extraction Tools & Supplies
Stihl (Pacific Stihl)	Saws	Net	FFE Category 02. Firefighting Attack Tools
Streamlight	Flashlights	30%	FFE Category 01. Firefighting Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Stryker	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Super Vac	Saws	20%	FFE Category 02. Firefighting Attack Tools
Super Vac	Fans	20%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Super Vac	Smoke Machine	20%	FFE Category 12. Other
Task Force Tips	Adapters, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Devices, TFT "New Force"	net	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Equipment	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Nozzles, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Tempest	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Tempest	Saws	1%	FFE Category 02. Firefighting Attack Tools
Tempest	Smoke Machine	1%	FFE Category 12. Other
Thermo Gel	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam
Tingley	Boots, HAZMAT	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Tractel Grip Hoist	Tools, Come-a-long	Net	FFE Category 04. Search & Rescue Equipment
Turtle Plastics	Cribbing	5%	FFE Category 03. Extraction Tools & Supplies
Warthog	Blades, Saw	Net	FFE Category 02. Firefighting Attack Tools
Waterax	Pumps, Firefighting	Net	FFE Category 10. Fire Pumps
Waterous	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Wehr	Saw, Windshield Glass	1%	FFE Category 03. Extraction Tools & Supplies
Weis Safety	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Weis Safety	Tester, Nozzles	Net	FFE Category 13. Maintenance, Service & Testing
Western Shelter	Tank, Water (Portable)	5%	FFE Category 12. Other
Western Shelters	Showers/pools/wands, Decon	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Wing Enterprises/Little Giant	Ladders	5%	FFE Category 04. Search & Rescue Equipment
Wolfpack	Packs, Wildland	2%	FFE Category 01. Firefighting Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Yates	Hardware, Rope	5%	FFE Category 04. Search & Rescue Equipment
Yates	Rope	5%	FFE Category 04. Search & Rescue Equipment
Zephyr	Clamps, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Zephyr	Mounting Bracket, Tool	5%	FFE Category 12. Other
Ziamatic	Tools, Hand	25%	FFE Category 02. Firefighting Attack Tools
Ziamatic	Clamps, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Mount Bracket, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Waterflow Devices	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Mounting Bracket, Tool	25%	FFE Category 12. Other
Zistos	Camera, Systems Search & Rescue	Net	FFE Category 04. Search & Rescue Equipment
Zistos	Video Systems, Search & Rescue	Net	FFE Category 04. Search & Rescue Equipment
Zoll	Defibrillator, Automated External (AED)	1%	FFE Category 12. Other

Curtis' price schedule includes two separate pricing approaches:

1. Pricing for customers located in the forty-eight contiguous states and Alaska (FOB: Origin)
2. Pricing for the State of Hawaii (FOB: Destination)

Generally, Curtis is offering prices that are equal to our Most Favored Customer prices for items that are included in our GSA contract to maintain compliance with the terms and conditions of our contractual agreement with the General Services Administration. For those products not included in our GSA contract, Curtis' proposed prices are generally better than the prices Curtis typically offers to our most favored customer.

Curtis' Pricing Schedule, **sorted by brand**, is based upon a fixed percentage (%) off marked prices defined within each of the individual suppliers' catalog included in the "Current Catalog" section, starting on page **Error! Bookmark not defined.** of this proposal):

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: F5AB46BFABC54251B050CC7B7CC702F0	Status: Completed
Subject: SIGNATURE: MPA Between LOC and L.N. Curtis	
Source Envelope:	
Document Pages: 22	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 162.248.184.11

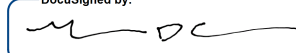
Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
3/18/2020 12:14:08 PM	bill.demars@nppgov.com	

Signer Events

Mike Cully
 mcully@orcities.org
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 38C546F8869143E...

Signature Adoption: Drawn on Device
 Using IP Address: 65.153.83.90

Timestamp

Sent: 3/18/2020 12:16:07 PM
 Viewed: 3/18/2020 12:52:30 PM
 Signed: 3/18/2020 12:56:47 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/18/2020 12:52:30 PM
 ID: e717fc25-ee0a-4761-bd7f-903db159ece5

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2020 12:16:07 PM
Certified Delivered	Security Checked	3/18/2020 12:52:31 PM
Signing Complete	Security Checked	3/18/2020 12:56:46 PM
Completed	Security Checked	3/18/2020 12:56:46 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

Master Price Agreement

between

League of Oregon Cities and L.N. Curtis & Son

Contact Number PS20060

for

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Effective March 26, 2020

Ninth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Addition

This Amendment to the Master Price Agreement is entered into this 4th day of December 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about August 30, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 28, 2023 to add the Kenetrek Boots product line to Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

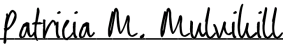
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Product Description	Discount Off List	Contract Category
Kenetrek Boots	Boots, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:



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Date December 4, 2023 | 6:05 PM PST

BY: Patricia M. Mulvihill

ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:


9E1EB2421602451...

Date December 4, 2023 | 5:13 PM PST

BY: Angela Mackey

ITS: Director of Customer Service

Eighth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Addition

This Amendment to the Master Price Agreement is entered into this 17th day of October 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about August 30, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 11, 2023 to add the Ram Air Gear Dryers product line to Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

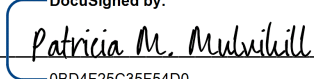
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Product Description	Discount Off List	Contract Category
Ram Air Gear Dryers	Garment & Equipment Washing Machines	5%	PPE Category 09. Protective Garment and Equipment Laundry Machines

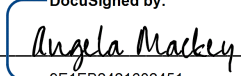
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 Date October 26, 2023 | 10:54 AM PDT
0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:

 Date October 20, 2023 | 2:09 PM PDT
9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service

Seventh Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Additions and Brand Name Change

This Amendment to the Master Price Agreement is entered into this 24th day of August 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add three product lines to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to update the brand name of one product line to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 11, 2023 to add the Globe accessories product line and the Avon/Team Wendy product line to Attachment A in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 17, 2023 to change the ECMS Inc. brand name to CurtisCare to Attachment A in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 29, 2023 to add the INNOTEX product line to Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the two product additions and the brand name change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product lines:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Product Description	Discount Off List	Contract Category
Avon/Team Wendy	Body Armor (Ballistic Helmets)	5%	LE Category 1A. Equipment
Globe	Accessories	10%	
INNOTEX	Hoods	10%	

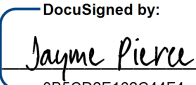
2. **Product Line Name Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the product line name change from ECMS Inc. to CurtisCare:

Brand	Product Description	Discount Off List	Contract Category
ECMS Inc CurtisCare	Care & Maintenance, PPE	Net	PPE Category 08 Maintenance and Cleaning Services

3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

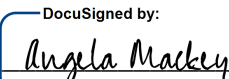
DocuSigned by:


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Date August 30, 2023 | 10:21 AM PDT

BY: Jayme Pierce
 ITS: General Counsel

L.N. CURTIS & SON

DocuSigned by:


9E1EB2421602451...
 Angela Mackey

Date August 30, 2023 | 10:16 AM PDT

BY: Angela Mackey
 ITS: Director of Customer Service

Sixth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Addition

This Amendment to the Master Price Agreement is entered into this 28th day of September 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about September 27, 2022, to add product Circul-Air to PPE Category 09: Protective Garment and Equipment Laundry Machines found in Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	Product Description	Discount Off List	Contract Category
Circul-Air	Garment & Equipment Washing Machines	5%	PPE Category 09. Protective Garment and Equipment Laundry Machines

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihill Date September 29, 2022 | 1:23 PM PDT
BY: Patty Mulvihill
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:
Nick Lawrence Date September 28, 2022 | 1:42 PM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

Fifth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Contract Category Update

This Amendment to the Master Price Agreement is entered into this 13th day of July, 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the product Contract Category for Rescue Intellitech from PPE Category 09. Protective Garment and Equipment Laundry Machines to PPE Category 08. Maintenance and Cleaning Services as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about July 12, 2022, to update the product Contract Category for the Rescue Intellitech decontamination cleaning system in Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated Contract Category.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Contract Category Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following the new Contract Category for the Rescue Intellitech product:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	Product Description	Discount Off List	Contract Category
Rescue Intellitech	Garment and Equipment Decontamination Systems	3%	PPE Category 08. Maintenance and Cleaning Services

- 2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

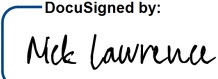
IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 Date July 15, 2022 | 6:19 AM PDT
 BY: Patty Mulvihill
 ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:

 Date July 13, 2022 | 2:27 PM PDT
 BY: Nick Lawrence
 ITS: Director, Special Programs

Fourth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Line Discount Update

This Amendment to the Master Price Agreement is entered into this 21st day of June 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of Fire Fighter Personal Protective Equipment (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the discount off list percentage for the PGI Wildland Clothing and PGI Wildland Hoods product lines as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 16, 2022, to update the discount off list percentage for the PGI Wildland product lines in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the discount off list percentage change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Discount Off List Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list change:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

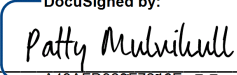
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract Category
PGI	Clothing, Wildland	45% 20%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	5% 10%	PPE Category 02. Wildland Firefighting Protective Gear

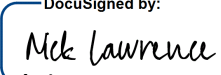
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date June 24, 2022 | 7:44 AM PDT
BY: Patty Mulvihill
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:

Date June 21, 2022 | 11:02 AM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

Third Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 14th day of December 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product line to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 24, 2021, to add Rescue Intellitech to the price list in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.


PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	Product Description	Discount Off List	Contract Category
Rescue Intellitech	Garment and Equipment Decontamination Systems	3%	PPE Category 09. Protective Garment and Equipment Laundry Machines

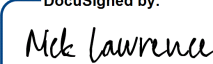
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date December 14, 2021 | 1:45 PM PST
BY: Mike Cuffy
ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:

Date December 15, 2021 | 1:40 PM PST
BY: Nick Lawrence
ITS: Director, Special Programs

Second Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Line Discount Update

This Amendment to the Master Price Agreement is entered into this 22nd day of October 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the discount off list percentage for the PGI Wildland Clothing and PGI Wildland Hoods product lines as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 19, 2021, to update the discount off list percentage for the PGI Wildland product lines in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the discount off list percentage change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Discount Off List Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list change:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.


PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract Category
PGI	Clothing, Wildland	20% 15%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	40% 5%	PPE Category 02. Wildland Firefighting Protective Gear


2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date October 26, 2021 | 4:22 PM PDT
BY: Mike Cully
ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:

Date October 26, 2021 | 3:19 PM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

First Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Discount Change

This Amendment to the Master Price Agreement is entered into this 15th day of July, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Due to a change in the business relationship between Vendor and supplier, Vendor request to decreases the discount off list percentage from 5% to 2% for three Tech Trade products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 10, 2021, to update the discount off list percentage for three Tech Trade products in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new discount off list percentage.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

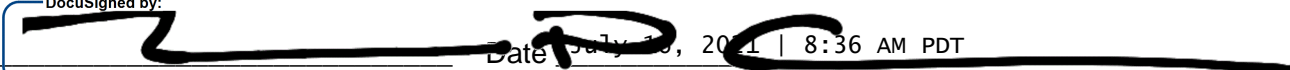
1. **Product Discount Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

Supplier	Product	Old Discount Off List	New Discount Off List	Contract (Product) Category
Tech Trade (Pro-tech)	Gloves, Extrication	5%	2%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Firefighting	5%	2%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Wildland	5%	2%	PPE Category 02. Wildland Firefighting Protective Gear

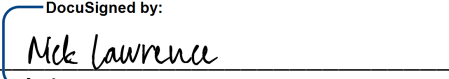
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date July 15, 2021 | 8:36 AM PDT
BY: Mike Curtis
ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:

Date July 15, 2021 | 8:37 PM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. CURTIS & SON ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1915 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to

Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage,

claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal

representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

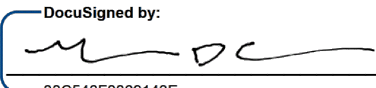
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature:  _____
DocuSigned by:
38C546F8869143E...

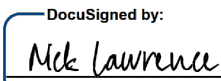
Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 3/26/2020

VENDOR:

Signature:  _____
DocuSigned by:
105BA01D37894D8...

Printed Name: Nick Lawrence

Title: Director, Special Programs

L.N. CURTIS & SON

Dated: 3/25/2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract Category
Globe	Turnout Ensembles ATHLETIX style	37%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles CLASSIX Metro style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles CLASSIX style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles G-XCEL style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles G-XTREME 3.0 style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles REACTION style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, Globe Pant System	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, w/ Integrated Harness System	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Bullard	Helmets, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Crew Boss	Clothing, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Danner/LaCrosse	Boots, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Firecraft	Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Hotshield	Respiratory Protection, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Clothing, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
Shelby	Gloves, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
Tech Trade (Pro-tech)	Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Whites Boots	Boots, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
5.11 Tactical	Clothing, Tactical Ensembles	30%	PPE Category 03. EMS and General Fire Garments
Crew Boss	Clothing, Rescue	5%	PPE Category 03. EMS and General Fire Garments
Crew Boss	Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
DFND	Clothing, Base Layer	5%	PPE Category 03. EMS and General Fire Garments
DuPont	Clothing, HAZMAT Ensembles	20%	PPE Category 03. EMS and General Fire Garments
Fire Innovations	Belts, Ladder	5%	PPE Category 03. EMS and General Fire Garments
Gemtor	Belts, Ladder	10%	PPE Category 03. EMS and General Fire Garments
Kappler	Clothing, HAZMAT Ensembles	Net	PPE Category 03. EMS and General Fire Garments
Lakeland	Clothing, HAZMAT Ensembles	25%	PPE Category 03. EMS and General Fire Garments
PGI	Hoods, Firefighting	10%	PPE Category 03. EMS and General Fire Garments
Under Armor	Clothing, Base, Mid and Outer Layers	10%	PPE Category 03. EMS and General Fire Garments
Workrite Uniforms	Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
MSA	Helmets, Fire & Rescue	25%	PPE Category 04. Helmets (Structural or Proximity)
Paul Conway	Helmet, Fronts (ID)	Net	PPE Category 04. Helmets (Structural or Proximity)

**CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog
FOB: Origin (add shipping)**

Brand	Product Description	Discount Off List	Contract Category
Firecraft	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Firecraft	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Mechanix	Gloves	10%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves	15%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves, Extrication	10%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Extrication	20%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Firefighting	18%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Danner/LaCrosse	Boots, Station	25%	PPE Category 06. Boots (Structural or Proximity)
Globe	Boots, Firefighting	27%	PPE Category 06. Boots (Structural or Proximity)
Redback	Boots, Station	10%	PPE Category 06. Boots (Structural or Proximity)
ESS Goggles	Eye Protection	5%	PPE Category 07. Accessories
Ferno	First Aid	Net	PPE Category 07. Accessories
Junkin	First Aid	5%	PPE Category 07. Accessories
Pelican Case	Cases	25%	PPE Category 07. Accessories
Revision	Eye Protection	20%	PPE Category 07. Accessories
ECMS Inc.	Care & Maintenance, PPE	Net	PPE Category 08. Maintenance and Cleaning Services

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Master Price Agreement

between

League of Oregon Cities and L.N. Curtis & Son

Contact Number PS20105

for

**FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS
(SCBA)**

Effective March 26, 2020

Fifth Amendment to Master Price Agreement for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)

Product Addition

This Amendment to the Master Price Agreement is entered into this 17th day of October 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. CURTIS AND SONS ("Vendor") based upon the sales and/or service of Fire Fighter Self Contained Breathing Apparatus (SCBA).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20105 on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about April 13, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about August 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 16, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 11, 2023 to add the Arctic Compressors product line to Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product line:

ATTACHMENT A

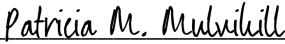
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Arctic Compressors	Compressors, Breathing Air	1%	SCBA Category 06. Other


2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 _____ Date October 26, 2023 | 10:56 AM PDT
0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director

L. N. CURTIS AND SONS

DocuSigned by:

 _____ Date October 20, 2023 | 2:10 PM PDT
9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service

Fourth Amendment to Master Price Agreement for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)

Product Subtraction and Description Update

This Amendment to the Master Price Agreement is entered into this 14th day of June, 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. CURTIS AND SONS ("Vendor") based upon the sales and/or service of Fire Fighter Self Contained Breathing Apparatus (SCBA).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20105 on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about April 13, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about August 23, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to remove the Blast Mask product from Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to update the product description for the OHD product line to Quanti Fit Mask Tester; and

WHEREAS, Vendor has provided notice, on or about June 12, 2020, to remove the Blast Mask product and to update the description for the OHD product in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line subtraction and the product description update.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction.** Attachment A to the Master Price Agreement shall be amended in part to reflect the removal of the following product line:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER.**

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	COOP Contract	Contract (Product) Category
Blast Mask	Training, SCBA	10%	NPPGov PS20105 (SCBA)	SCBA Category 06. Other

2. **Product Description Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect a new product description for the following product:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER.**

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product Description	Discount Off List	COOP Contract	Contract (Product) Category
OHD	Quanti Fit Mask Tester	5%	NPPGov PS20105 (SCBA)	SCBA Category 05. Maintenance, Service & Testing

3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihill
Date June 16, 2022 | 8:35 AM PDT
BY: Patty Mulvihill
ITS: Interim Executive Director

L. N. CURTIS AND SONS

DocuSigned by:
Nick Lawrence
Date June 15, 2022 | 7:16 AM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

Third Amendment to Master Price Agreement for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)

Product Addition and Product Discount Revision

This Amendment to the Master Price Agreement is entered into this 23rd day of August, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20105 on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about April 13, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product line, Stallion Air Compressor, to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, due to an increase in requirements for post-sales service, Vendor desires to revise the discount off list for the EagleAir Air Compressor as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 20, 2021, to add the Stallion product line and revise the discount for the EagleAir in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition and product discount revision.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	COOP Contract	Contract (Product) Category
Stallion	Compressors, Breathing Air	2%	NPPGov PS20105 (SCBA)	SCBA Category 06. Other

2. **Product Discount Revision.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list change:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER.**

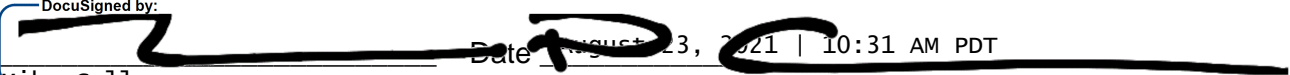
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Original Discount Off List	New Discount Off List	COOP Contract	Contract (Product) Category	Comment
EagleAir	Compressors, Breathing Air	15%	5%	NPPGov PS20105 (SCBA)	SCBA Category 06. Other	Increase in requirements for post-sales services to include on-site installation support, training, and initial operational start-up.


3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date August 23, 2021 | 10:31 AM PDT
BY: Mike Curtis
ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

Date August 23, 2021 | 9:55 AM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

Second Amendment to Master Price Agreement for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)

Product Description Change

This Amendment to the Master Price Agreement is entered into this 31st day of March, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Self Contained Breathing Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20105 on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 18, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the product description for a single product as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about March 29, 2021, to change the product description from "Facepiece, Model G1" to "Facepiece" from Line 2 of Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new product description.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Description Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product description change:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

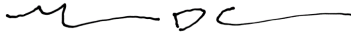
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)				
Brand	Product Description	Discount Off List	Contract Category	Manufacturer's Catalog
Avon	Facepiece, Model G1	10%	SCBA Category 02: Facepieces	Avon Protection Jan 2020

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

BY: Mike Cutty
ITS: Executive Director

Date April 13, 2021 | 7:47 AM PDT

L. N. Curtis and Sons

DocuSigned by:

BY: NICK Lawrence
ITS: Director, Special Programs

Date April 12, 2021 | 10:54 PM PDT

**First Amendment to FIRE FIGHTER SELF CONTAINED BREATHING
APPARATUS (SCBA) RFP 1920**

Master Price Agreement

Product Line Addition

This Amendment to the Master Price Agreement is entered into this _____ day of June, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Self Contained Breathing Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor wishes to increase its discount for one category and manufacturers offered in its Proposal as permitted under the terms of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the above discount change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount rate change:

CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)				
Brand	Product Description	Discount Off List	Contract Category	Manufacturer's Catalog
Avon	SCBA	10%	SCBA Category 01: Open-Circuit Self-Contained (SCBA) and/or Closed-Circuit SCBA Systems	Avon Protection Jan 2020
Avon	Facepiece, Model G1	10%	SCBA Category 02: Facepieces	Avon Protection Jan 2020
Avon	Regulators, RIC/UAC Connection	10%	SCBA Category 03: Regulator System, Intermediate Pressure Hose, Rapid Intervention Crew/Company Universal Air Connection	Avon Protection Jan 2020
Avon	Cylinders	10%	SCBA Category 04: Cylinders	Avon Protection Jan 2020
MSA	SCBA, Model G1	20%	SCBA Category 01: Open-Circuit Self-Contained (SCBA) and/or Closed-Circuit SCBA Systems	MSA Fire Service Full Line 1/1/2020
MSA	Facepiece, Model G1	10%	SCBA Category 02: Facepieces	MSA Fire Service Full Line 1/1/2020
MSA	Regulators, RIC/UAC Connection	10%	SCBA Category 03: Regulator System, Intermediate Pressure Hose, Rapid Intervention Crew/Company Universal Air Connection	MSA Fire Service Full Line 1/1/2020
MSA	Cylinders	10%	SCBA Category 04: Cylinders	MSA Fire Service Full Line 1/1/2020
CurtisCARE	Service and Maintenance, MSA SCBA	2%	SCBA Category 05 Maintenance, Service & Testing	not available
CurtisCARE	Testing, Mask Fit	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Service and Maintenance, Breathing Air Compressors	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Testing, Cylinder Hydrotesting (mobile test van)	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Mask Service & Mask Fitting	2%	SCBA Category 05: Maintenance, Service & Testing	not available
Honeywell	SCBA Flow Tester (PosiChek)	Net	SCBA Category 05. Maintenance, Service & Testing	Honeywell Safety 1/1/2020
OHD	Mask Fit Tester	5%	SCBA Category 05. Maintenance, Service & Testing	OHD 1/1/2020
Blast Mask	Training, SCBA	10%	SCBA Category 06. Other	not available
EagleAir	Compressors, Breathing Air	15%	SCBA Category 06. Other	Eagle Air Units 8/19/2019
Grace Industries	Pass Device	Net	SCBA Category 06. Other	Grace Ind 1/1/2020
Avon	SCBA Parts & Accessories	10%	SCBA Category 06. Other	Avon Protection Jan 2020
MSA	SCBA Parts & Accessories	10%	SCBA Category 06. Other	MSA Fire Service Full Line 1/1/2020
Various	N-95 respirators (medical)	10%	SCBA Category 06. Other	not available
Various	N-95 respirators (industrial)	10%	SCBA Category 06. Other	not available

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:



Date 6/18/2020

38C546F8869143E...

BY: Mike Cully

ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:



Date 6/18/2020

105BA01D37894D6...

BY: Nick Lawrence

ITS: Director, Special Programs

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. CURTIS & SON ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1920 for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1920 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Origin, freight added. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

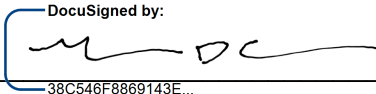
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: 
38C546F8869143E...
Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 3/26/2020

VENDOR:

DocuSigned by:
Signature: 
105BA01D37894D8...
Printed Name: Nick Lawrence

Title: Director, Special Programs
L.N. CURTIS & SON

Dated: 3/26/2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)				FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)	
Brand	Product Description	Discount Off List	Contract Category	Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
MSA	SCBA, Model G1	20%	Category 01: Open- Circuit and/or Closed- Circuit SCBA	OPEN-CICUIT SELF-CONTAINED (SCBA) AND/OR CLOSED CIRCUIT SCBA SYSTEMS	
MSA	Facepiece, Model G1	10%	Category 02: Facepieces	FACEPIECES	
MSA	Regulators, RIC/UAC Connection	10%	Category 03: Regulator System, I/M Pressure Hose, RIC UAC	REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC)	
MSA	Cylinders	10%	Category 04: Cylinders	CYLINDERS	
Avon	SCBAs	10%	Category 01: Open- Circuit and/or Closed- Circuit SCBA	MAINTENANCE, SERVICE AND TESTING	
Avon	Facepiece	10%	Category 02: Facepieces	OTHER	
Avon	Regulators, RIC/UAC Connection	10%	Category 03: Regulator System, I/M Pressure Hose, RIC UAC		
Avon	Cylinders	10%	Category 04: Cylinders		
CurtisCare	Service & Maintenance, SCBA	2%	Category 05 Maintenance, Service & Testing		
CurtisCare	Testing, Mask Fit	2%	Category 05. Maintenance, Service & Testing		
CurtisCare	Testing, Cylinder Hydrotesting	2%	Category 05. Maintenance, Service & Testing		
CurtisCare	Mask Service & Mask Fitting	2%	Category 05: Maintenance, Service & Testing		
CurtisCare	Breathing Air	2%	Category 05:		

	Compressor Systems		Maintenance, Service & Testing		
Honeywell	SCBA Flow Tester (PosiChek)	Net	Category 05. Maintenance, Service & Testing		
OHD	Mask Fit Tester	5%	Category 05. Maintenance, Service & Testing		
Blast Mask	Training, SCBA	10%	Category 06. Other		
EagleAir	Compressors, Breathing Air	5%	Category 06. Other		
Grace	Pass Device	Net	Category 06. Other		
Avon	SCBA Parts & Accessories	10%	Category 06. Other		
MSA	SCBA Parts & Accessories	10%	Category 06. Other		
Various	N95 Respirators (medical)	10%	Category 06. Other		
Various	N95 Respirators (industrial)	10%	Category 06. Other		

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: 4943C26460FD469E986C2F138E09FF08	Status: Completed
Subject: RFP 1920 SCBA LOC and Curtis MPA	
Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 162.248.186.11

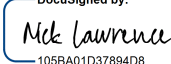
Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
3/26/2020 1:29:43 PM	bill.demars@nppgov.com	

Signer Events

Nick Lawrence
 nlawrence@Incurtis.com
 Director, Special Programs
 Security Level: Email, Account Authentication (None)

Signature

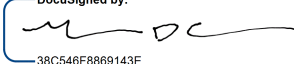
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Timestamp

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 Signed: 3/26/2020 1:43:00 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/25/2020 4:42:06 PM
 ID: 29a19c89-942f-408d-bfc6-a5b2e12f16e0

Mike Cully
 mcully@orcities.org
 Executive Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 38C546F8869143E...
 Signature Adoption: Drawn on Device
 Using IP Address: 71.63.237.219

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 Viewed: 3/26/2020 2:47:06 PM
 Signed: 3/26/2020 2:47:18 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/26/2020 2:47:06 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2020 1:43:02 PM
Certified Delivered	Security Checked	3/26/2020 2:47:06 PM
Signing Complete	Security Checked	3/26/2020 2:47:18 PM
Completed	Security Checked	3/26/2020 2:47:18 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 18, 2024

Subject: TPx Communications Purchase Order

RECOMMENDATION

Adopt a resolution approving a purchase order in the amount not to exceed \$140,000 for TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) telephone services and equipment for fiscal year 2024-25.

BACKGROUND

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Additionally, on April 10, 2019, the Board authorized the purchase of services from TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) telephone services and equipment. Since that time, staff continues to monitor expenditures associated with the purchase of services and equipment from TPx Communications, and based on what was expended, staff anticipates purchases not to exceed \$140,000 for fiscal year 2024-25.

ANALYSIS

The current service agreement between the Department and TPx Communications expired April 2024. An evaluation of the TPx agreement and possible alternatives will take place prior to committing to a subsequent agreement.

FISCAL IMPACT

The adopted 2024-25 budget includes \$140,000 in appropriations for IT Services including Data, Internet and VoIP; thus no additional budget appropriations are required.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2024-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$140,000 FOR TPX COMMUNICATIONS FOR DATA NETWORK, INTERNET CONNECTIVITY, AND HOSTED VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SERVICES AND EQUIPMENT FOR FISCAL YEAR 2024-25

WHEREAS, the San Mateo Consolidated Fire Department's Purchasing Policy requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, on April 10, 2019, the Board authorized the purchase of services from TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet protocol (VoIP) telephone service and equipment; and,

WHEREAS, since that time, staff continues to monitor expenditures associated with the purchase of services and equipment from TPx Communications; and,

WHEREAS, TPx Communications will remain the provider for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) telephone services and equipment.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Approve a Purchase Order in the amount not to exceed \$140,000 for TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) Telephone services and equipment for fiscal year 2024-25.

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 18th day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 18, 2024

Subject: Master Fee Schedule Revisions

RECOMMENDATION

Adopt a resolution approving revisions to the San Mateo Consolidated Fire Department's Master Fee Schedule effective January 1, 2025.

BACKGROUND

In April 2023, the Board adopted revisions to the SMC Fire Master Fee Schedule (MFS) which became effective July 1, 2023. That schedule was a continuing step in balancing Fund 310, the Fire Protection and Life Safety Fund. While the overall fees increased in 2023, a substantial change in the approach resulted in the hourly rate dropping for the activities done by the Department. Given inflationary pressure on the cost to provide services, the fees will need to be evaluated periodically to ensure that Fund 310 continues to be robust, and sustainable.

The MFS is evaluated annually by staff with an outside consultant providing a comprehensive assessment every 3 to 5 years. Staff's intent is to bring recommended fee increases to the Board in July with implementation to occur at the beginning of the next calendar year.

ANALYSIS

The current MFS is comprehensive, and staff recommends an across the board 6% increase in most fees to keep up with cost impacts of inflation as well as negotiated salary increases for Fire Prevention staff. There are several fees that are set by State statute which will not increase.

Historically, the Department has increased fees to offset employee costs and inflationary changes represented by the Consumer Price Index (CPI). Staff is recommending a 6% increase to provide revenues sufficient to offset these impacts. The recommended increase will also cover anticipated changes in administrative facilities costs.

RECOMMENDATION

Staff recommends the Board adopt a 6% increase in July 2024 to become effective January 1, 2025. This will ensure that the fee for services aligns with the cost of providing services. Should the Board approve a fee increase of less than 6%, this would result in revenue being less than the actual cost of providing services and would be unsustainable for Fund 310, resulting in a need to increase fees outside of the desired fiscal year adoption schedule.

FISCAL IMPACT

Fund 310 is projected to end fiscal year 2023-24 with approximately \$0.9 million in fund balance. The proposed increase in fees will position the fund for long-term fiscal sustainability. Our goal is to maintain a reserve of at least 25% of Fund 310 operating expenditure budget to accommodate the sometimes-volatile nature of funding due to broader economic pressures. The current fund balance is at approximately 25%, and the proposed fee increase is needed to maintain that level.

ATTACHMENTS

- A. Resolution
- B. Proposed Master Fee Schedule

RESOLUTION NO. RES-2024-016

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED
FIRE DEPARTMENT APPROVING REVISIONS TO ITS SCHEDULE OF FEES FOR
RECOVERING THE DIRECT COSTS OF SERVICES PROVIDED**

The Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”) resolves as follows:

WHEREAS, under applicable law and pursuant to the authority of the Department’s JPA member agencies, the Department is authorized to adopt a schedule of fees to recover its direct and indirect costs for services;

WHEREAS, in April 2023, the Board adopted revisions to the SMC Fire Master Fee Schedule (MFS) which became effective July 1, 2023;

WHEREAS, consistent with applicable law and the existing Master Fee Schedule, the Board may, based on changes in the costs of Department services , increase fees and charges on July 1 of each year based on the annual change in the Consumer Price Index for All Urban Consumers (“CPI-U”), San Francisco-Oakland-Hayward, minus food and energy as of February 2023, as well as any other necessary adjustments to Department fees and charges as needed from time to time, and that such future adjustment may be performed either by Resolution or by Ordinance;

WHEREAS, such adjustments are necessary so that the fees set forth in the Master Fee Schedule continue to appropriately reflect the costs incurred by the District in providing its fire protection, fire prevention, emergency response, and related services;

WHEREAS, based on changes to the CPI, staff has determined that a 6% inflationary adjustment to current fees is necessary to maintain adequate reimbursement to the Department for the cost of providing services;

WHEREAS, the fiscal year 2024-25 service fees are as set forth in the Schedule of Department Service Fees, attached as Attachment B and incorporated by this reference;

WHEREAS, the fees and charges set forth in this Resolution are based on the Department’s review of the NBS study on what constitutes its reasonable and actual costs for performing such services; and,

WHEREAS, this Board held a properly noticed public hearing in accordance with and as required by Government Code section 6066, and has published notice twice in the Examiner and San Mateo Weekly.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. The foregoing recitals are hereby incorporated by reference;
2. This Resolution shall become effective January 1, 2025;

3. Upon the effective date of this Resolution, the fees and charges set forth in Attachment B, attached and incorporated by this reference, shall become effective, and the Department is authorized to take necessary and incidental actions to charge and collect such fees and charges;
4. Upon the effective date of this Resolution, Resolution No. 2023-013 shall be repealed;
5. The fees/charges set forth in this Resolution may be revised from time to time, including but not limited to an annual inflationary adjustment based on the Consumer Price Index (CPI) and additional fees/charges may be added or altered based the Department's associated costs, and such changes may be performed either by Resolution or Ordinance of the Board of Directors; and,
6. Within fifteen (15) days of the adoption of this Resolution, Department Staff shall cause to be published once in a newspaper of general circulation in the Department's service area a summary of the Resolution with the names of the members of the Board voting for or against the Resolution.

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 18th day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

San Mateo Consolidated Fire Department

Bureau of Fire Protection and Life Safety

Estimation of Average Cost of Providing Activities and Services based on User Fee Study FY 21

Fire Code Fee Schedule

Fee No.	Fee Description	Notes	Fee Unit Type	Current Fees	6%
A. ANNUAL OPERATIONAL PERMITS W/ CFC PERMITS		[1]			
1	New Business Inspection		each	278	295
2	Annual Operational Permit w/ CFC Permits				
	First Permit		each	278	295
	Additional Permits		each	114	121
	List of Required Operational Permits <i>(See CFC Section 105 for conditions)</i>				
	Aerosol Products (in excess of 500 lbs.)				
	Amusement Buildings				
	Aviation Facilities				
	Carnivals and Fairs				
	Cellulose Nitrate Film				
	Combustible Dust Producing Operations				
	Combustible Fibers				
	Compressed Gases				
	Covered and Open Mall Buildings				
	Cryogenic Fluids				
	Cutting and Welding				
	Dry Cleaning				
	Explosives				
	Fire Hydrants and Valves				
	Flammable and Combustible Liquids				
	Mobile Fueling of Hydrogen-Fueled Vehicles				
	Floor Finishing				
	Fruit and Crop Ripening				
	Fumigation and Insecticidal Fogging				
	HPM Facilities				
	Hot Work Operations				
	Industrial Ovens				
	Lumber Yards & Woodworking Plants				
	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings				

Att B - Proposed Master Fee Schedule

Fee No.	Fee Description	Notes	Fee Unit Type	Current Fees	6%
	LP Gas				
	Magnesium				
	Miscellaneous Combustible Storage				
	Mobile Food Preparation Vehicles				
	Motor Fuel-Dispensing Facilities				
	Open Burning				
	Open Flames and Torches				
	Open Flames and Candles				
	Organic Coatings				
	Outdoor Assembly Event				
	Places of Assembly				
	Plant Extraction Systems				
	Private Hydrants				
	Pyroxylin Plastics				
	Refrigeration Equipment				
	Repair Garages and Motor Fuel-Dispensing Facilities				
	Rooftop Heliports				
	Spraying or Dipping				
	Storage of Scrap Tires and Tire Byproducts				
	Tire-Rebuilding Plants				
	Waste Handling				
	Wood Products				
3	Exhibits and Trade Shows				
	During Business Hours				
	First 2 hours		flat	557	590
	Each additional hour		hourly	278	295
	After Business Hours				
	First 2 hours		flat	640	678
	Each additional hour		hourly	320	339
4	Hazardous Materials- Paperwork Review (SDS, other regulatory paperwork)				
	Dispense, Use, Storage and Handling				
	Up to 5 chemicals		flat	348	369
	Each additional chemical		each	45	48
5	High Pile Storage Review (Not including fire sprinklers)		Hourly	278	295
6	Pyrotechnic Special Effects Material				
	During Business Hours				
	First 4 hours		flat	1114	1181
	Each additional hour		hourly	278	295

Att B - Proposed Master Fee Schedule

Fee No.	Fee Description	Notes	Fee Unit Type	Current Fees	6%
	After Business Hours				
	First 4 hours		flat	1280	1357
	Each additional hour		hourly	320	339
7	Temporary Membrane Structures and Tents	[2]			
	400 - 1,000 s.f.		each	278	295
	1,001 - 5,000 s.f.		each	348	369
	5,000 s.f. and above		each	487	516
8	Emergency Responder Communication Enhancement System (ERCES- Maintenance) <i>For construction of ERRC systems, see Construction Fee Schedule</i>		each	278	295
B. ANNUAL OPERATIONAL PERMITS W/O CFC PERMITS		[1]			
1	Group A - Assembly related occupancies (50+ persons)		base fee	278	295
2	Group B - Businesses/Commercial (multiple story commercial building over four stories - public areas only; high rise building - over 75 feet in height; shopping center, business center, or storage center over six units - public areas only)		base fee	278	295
3	Group E - Education occupancies (public/private)		base fee	626	664
4	Group F - Factories/Fabrication		base fee	348	369
5	Group H - Hazardous (labs, semi-conductors)		base fee	626	664
6	Group I - Institutions (Hospitals)		base fee	905	959
6	Group L - Lab		base fee	626	664
7	Group M - Mercantile		base fee	348	369
7	Group R - Residential (Other than MRIP)		base fee	418	443
8	Group S - Storage/Warehouse		base fee	348	369
9	Group U - Misc. Occupancy		base fee	209	222
10	Hotels, Motels, Apartments and Condominiums				
	3-4 units per building		base fee	288	305

Att B - Proposed Master Fee Schedule

Fee No.	Fee Description	Notes	Fee Unit Type	Current Fees	6%
	5-10 Units per Building		base fee	626	664
	11-100 Units per Building		base fee	1044	1107
	101-200 Units per Building		base fee	1879	1992
	201-300 Units per building		base fee	2714	2877
	300+ Units per Building		base fee	3549	3762
11	High-Rise				
	Base Fee (Plus per floor fee below)		base fee	509	540
	Per Floor		each	139	147
12	State 850 Inspections				
	State Licensing Inspection 1-6 Capacity				
	Pre-Inspection	[4]	per occurrence / trip	348	369
	RCF State Licensed Facility Inspection	[3]	per occurrence / trip	209	222
	State Licensing Inspection 7-25 Capacity		per occurrence / trip	418	443
	State Licensing Inspection 26-50 Capacity		per occurrence / trip	487	516
	State Licensing Inspection 50+ Capacity		per occurrence / trip	626	664

[Notes]

- [1] All fees in this section are minimum base fees and include an initial inspection and one reinspection. Failure to comply with inspection program or second re-inspection will result in additional inspection fees per Section D, Item 1 of this fee schedule.
- [2] Fee is assessed based on cumulative permittable tent square footage at a single site.
- [3] Inspections not allowed to be charged to RCFE's per Health and Safety Code Section 1569.84
- [4] Inspections allowed to be charged per Health and Safety Code Section 13235

San Mateo Consolidated Fire Department
Bureau of Fire Protection and Life Safety

Estimation of Average Cost of Providing Activities and Services based on User Fee Study FY 21

Construction Fee Schedule

Fee No.	Fee Description	Fee Unit	Notes	Current Fee	6%
C. DEVELOPMENT PLAN REVIEW AND INSPECTION					
1	Building Construction - New and Tenant Improvement				
	Single Family Residential / Duplex	each		278	295
	Commercial / Industrial / Multi-Family				
	0-2,500 s.f.	each		649	688
	2,501-5,000 s.f.	each		649	688
	5,001-10,000 s.f.	base		857	909
	10,001-50,000 s.f.	base		1,066	1,130
	each additional 10,000 s.f. or fraction thereof	each add'l		213	226
2	Sprinkler Systems				
2.1	New Construction				
	NFPA 13 System*				
	Under 100 heads	each		997	1,056
	Per additional inspection (phasing)	each		370	392
	Per additional plan type	each		997	1,056
	Over 100 heads-includes one riser	each		1,136	1,204
	Each additional riser	each		1,136	1,204
	Per additional inspection (phasing)	each		370	392
	Per additional plan type	each		997	1,056
	NFPA 13D Single Family System	each		626	664
	Per additional inspection (phasing)	each		209	221
	Per additional plan type	each		626	664
	Underground Piping				
	Up to 4 hydrants/risers	each		766	811
	Per additional hydrant	each		139	148
	<i>*NFPA 13R not allowed per ordinance</i>				
2.2	Tenant Improvement				
	NFPA 13 System - Without Calculations				
	Up to 10 heads	each		487	516
	11-100 heads	each		696	738
	Per additional inspection (phasing)	each		370	392
	Per additional plan type	each		557	590
	Over 100 heads	each	[4]	835	885
	Per additional inspection (phasing)	each		370	392

Att B - Proposed Master Fee Schedule

Fee No.	Fee Description	Fee Unit	Notes	Current Fee	6%
	Per additional plan type	each		696	738
	NFPA 13 System - With Calculations				
	Up to 10 heads	each		557	590
	11-100 heads	each		766	811
	Per additional inspection (phasing)	each		370	392
	Per additional plan type	each		348	369
	Over 100 heads	each	[4]	835	885
	Per additional inspection (phasing)	each		370	392
	Per additional plan type	each		835	885
2.3	Other Extinguishing Systems				
	Fire Pump				
	First pump	each		1,114	1,180
	Each additional pump	each		696	738
	Gas Systems (Med Gas, Industrial Gas, LPG)	each		696	738
	Hood & Duct Extinguishing System	each		696	738
	Each additional system	each		418	443
	Pre-Action System with Alarm	each		974	1,033
	Refrigeration Systems				
	Under 500 lbs.	each		696	738
	500 lbs. and over	each		835	885
	Special Equipment (Ovens, Dust, Battery)	each		696	738
	Special Extinguishing System	each		740	785
	Spray Booths	each		905	959
	Standpipe Systems	per system		696	738
	Water Tanks	per tank		974	1,033
	Hydrant Flow (Test and Inspection)	per hydrant		348	369
3	Alarm Systems				
3.4	Plan Review				
	Up to 10 devices	flat		348	369
	11-100 devices	flat		487	516
	Over 100 devices	flat		626	664
3.2	Inspection				
	Up to 10 devices	flat		348	369
	Each additional device	each		22	24
3.3	Other Alarm Systems				
	Smoke Control (smoke & heat vents, barriers, enclosures, etc.)	per system		1,253	1,328
	Emergency Radio Coverage Enhancement System Coverage (ERCES)	each		696	738
D. MISCELLANEOUS (Including non-construction related fees)					

Att B - Proposed Master Fee Schedule

Fee No.	Fee Description	Fee Unit	Notes	Current Fee	6%
1	Additional Inspection / Re-Inspection Fee for Development , Annual Mandated inspections, Fire Code Permit Inspections, and validated complaint inspections)				
	During Business Hours	hourly		278	295
	After Business Hours	Hourly (2 hr min)		320	339
2	Incident Reports	per page	[5]	0	0
3	Fire Search (Providing Research, Reports, etc.)	per half hour		139	148
4	Fire Code Variance Application / AMMR	hourly		278	295
5	USB	each		65	69
6	Key Box Administration	each unit		440	466
7	Staff Time Consultation (Regular Business Hours)	hourly per person		278	295
8	Emergency Response		[1]		
	Command Vehicle	hourly		124	132
	Engine	hourly		169	179
	Truck	hourly		212	225
	Three (3) Personnel	hourly		408	432
	Each additional 1/2 hour or fraction thereof	per half hour		290	307
9	Patient Assist (Doctor on Scene)	hourly		576	611
11	Driving Under the Influence (DUI)	actual cost	[2]	actual cost	actual cost
12	Emergency Preparedness Planning and Education	Per Course Hour		278	295
13	CPR / First Aid	per course hour		278	295
14	Complaint Investigation and Follow-Up	each occurrence / trip / verified complaint		418	443
15	Penalty Fees				
	False Alarm	per occurrence		647	685

Att B - Proposed Master Fee Schedule

Fee No.	Fee Description	Fee Unit	Notes	Current Fee	6%
	Failure to Obtain Permit	each		Double Fees plus administrative violation per day	Double Fees plus administrative violation per day
	Reactivation of Expired Permit	each initial		279	296
16	Hourly Fee (Everything not covered elsewhere)	Per hour		279	296
17	Administrative Violations				
	1st violation	Per Violation, Per Day		130	130
	2nd violation	Per Violation, Per Day		700	700
	3rd and subsequent violations	Per Violation, Per Day		1,300	1,300
18	Inspection, Testing and Maintenance Filing Fee	Per report		30	30
19	Collection Referrtal Charge	Each		25	25
20	Returned Check Processing Charge	Per Occurence		25	25

[Notes]

- [1] Rates calculated by hourly rate
- [2] Per Government Code Sections 53150-58. Billing upon conviction.
- [3] Fee based on 30 minutes of an engine company
- [4] Base fee. Additional time charged per the hourly rate.
- [5] Subject to Public Records Request Act



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 18, 2024

Subject: American Federation of State, County and Municipal Employees Memorandum of Understanding Amendment and Fiscal Year 2024-25 Budget Appropriation

RECOMMENDATION

Adopt a resolution to amend the Memorandum of Understanding (MOU) between San Mateo Consolidated Fire Department (Department) and the American Federation of State, County and Municipal Employees (AFSCME) and to appropriate funds in the amount of \$135,000 for the Fiscal Year 2024-25 budget.

BACKGROUND

AFSCME represents approximately 14 employees of the Department.

The contract with the bargaining unit expired June 30, 2024. Negotiations with AFSCME concluded July 11, 2024, and the membership subsequently voted in favor of ratifying the proposed changes for their MOU.

Consistent with direction provided by the Fire Board, negotiators for SMC Fire and the bargaining unit have reached agreement. These agreements include:

Term: The contract will be for a period of three years, expiring on June 30, 2027.

Salary:

Effective July 21, 2024, an increase of four percent (4%) for all represented classifications. Additionally, effective July 21, 2024, equity increases as follows:

General Unit Classifications: Administrative Assistant – 5%; Administrative Technician – 4%;
Emergency Services Specialist – 3%; Systems Analyst I – 2.5%

Management Unit Classifications: Emergency Medical Services Manager – 5%; Emergency Services Manager – 5%; Fleet & Facilities Manager – 3%; Management Analyst II – 3%; Systems Analyst II – 2.5%

Effective July 6, 2025, an increase of three percent (3%) for all represented classifications. Additionally, effective July 6, 2025, equity increases as follows:

General Unit Classifications: Management Analyst I – 2%

Management Unit Classifications: Emergency Medical Services Manager – 5%; Emergency Services Manager – 2%; Management Analyst II – 2%

Effective the first full pay period after July 1, 2026, an increase of three percent (3%) for all represented classifications.

Creation of Emergency Services Analyst I/II

Create an Emergency Services Analyst I/II classification, align the salary range with Management Analyst I/II, reclassify the incumbent Emergency Services Specialist into this position, and eliminate the Emergency Services Specialist classification. This item will be agendaized for the October Fire Board meeting.

Annual Certification Incentive: Department shall contribute one hundred twenty-five dollars (\$125) per month, paid biweekly, to Fleet & Facilities Manager and Fleet Mechanic I/II classifications that possess ASE Certified Master Medium-Heavy Truck Technician or California Emergency Vehicle Technician Certification EVT-1, -2 or -3.

Professional Development: Department shall contribute one hundred fifty dollars (\$150) per month, paid biweekly, for an Associate of Arts Degree or sixty (60) college level units, and two hundred dollars (\$200) per month, paid biweekly, for a Bachelor's Degree or one hundred twenty (120) college level units.

Flexible Benefits Plan: Department contribution to the Plan will be adjusted to 100% of the Kaiser Region One health plan single and family rates offered under PEMHCA contract every January.

Clothing & Equipment: Department will provide initial set of logo wear upon request. The Fleet & Facilities Manager and Fleet Mechanic I/II classifications will be supplied with coveralls, rain suit and up to three hundred dollars (\$300.00) per fiscal year toward the reimbursement of safety shoes.

Holidays: Juneteenth, June 19, added.

Floating Holiday: The eight (8) hours shall be included in the holiday hour accruals for use and pay out.

Health and Wellness: Department may provide fitness classes through City of Belmont, City of Foster City, or the City of San Mateo Parks and Recreation Departments to employees at no or reduced cost.

Other: There are language changes and other housekeeping updates made by the parties by mutual agreement.

FISCAL IMPACT

The estimated budget impact for the changes to the AFSCME MOU is approximately \$731,000 throughout the 3-year contract. The 2024-25 adopted budget has included a cost-of-living adjustment (COLA) of 3% for this bargaining unit. A supplemental appropriation is required for the remaining COLA increase and the negotiated equity adjustments for FY 2024-25. The estimated budget impact for FY 2024-25 is \$135,000, with \$115,000 for the General Fund and \$20,000 for the Fire Protection & Life Safety Fund. The supplemental budget appropriation would come from fund balance of SMC Fire's General Fund and Fire Protection & Life Safety Fund and will not require additional operating contributions from the member agencies.

ATTACHMENTS

A. Resolution

B. Tentative Agreements

RESOLUTION NO. RES-2024-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT TO AMEND THE MEMORANDUM OF
UNDERSTANDING WITH THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AND APPROVE A BUDGET APPROPRIATION OF
\$135,000 FOR THE FISCAL YEAR 2024-25 BUDGET**

WHEREAS, the American Federation of State, County and Municipal Employees (“AFSCME”) represents approximately 14 employees of the San Mateo Consolidated Fire Department (“Department”); and,

WHEREAS, due to the expiration of a prior Memorandum of Understanding (“MOU”) between AFSCME and Department, negotiations were held to amend the MOU in various ways; and,

WHEREAS, the parties have met and conferred, and have concluded to amend the MOU; and,

WHEREAS, the amendments to the MOU (the “Amendments”) are attached as Attachment B and incorporated herein; and,

WHEREAS, the Amendments are related to salary, term, and other compensation; and,

WHEREAS, the Amended MOU will be for a period of three years, expiring on June 30, 2027; and,

WHEREAS, the 2024-25 adopted budget has included a cost-of-living adjustment (COLA) of 3% for this bargaining unit; and,

WHEREAS, a supplemental appropriation is required for the remaining COLA increase and the negotiated equity adjustments for FY 2024-25; and,

WHEREAS, the supplemental budget appropriation would come from fund balance of SMC Fire’s General Fund and Fire Protection & Life Safety Fund and will not require additional operating contributions from the member agencies.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Approve the amendments to the Memorandum of Understanding for the American Federation of State, County and Municipal Employees, set forth in the Tentative Agreements attached as Attachment B.
2. Approve a supplemental appropriation in the amount of \$135,000 to the FY 2024-25 budget, with \$115,000 to the General Fund and \$20,000 to the Fire Protection & Life Safety Fund.

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 18th day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

Attachment B

AFSCME Local 829 – San Mateo Consolidated Fire Department
2024 Successor MOU Negotiations
Total Tentative Agreement
July 12, 2024

The below provisions represent the total tentative agreement for a successor MOU. Any provision not changed below will remain as provided in the parties' expired July 1, 2022 through June 30, 2024 MOU. During the course of updating the MOU the parties may mutually agree to additional clean-up or non-substantive corrections.

06/26/24 - Non-Substantive Proposals

The Union and Department have reached a tentative agreement.

- Changing gendered language to gender neutral language throughout the MOU (e.g. "her" or "his" to "the employee's"); and
 - Any other housekeeping changes made by the parties by mutual agreement.
-

Closed Articles:

Article I - Recognition

Article II - Union Rights

Article III - Union Stewards and Negotiators

Article IV - Probationary Period

Article V - Personnel Files

Article VI - Transfer and Voluntary Demotion

Article VII - Seniority

Article XVIII - Employee Assistance Program

Article XIX - Retirement

Article XXIV - No Discrimination

Article XXV - Labor-Management Committee

Article XXII - Disciplinary Action and Discharge

Article VIII - Salary

07/11/24 – Article VIII - Salary

The Union and Department have reached a tentative agreement.

Effective the first full pay period following union ratification and Fire Board adoption an increase of four percent (4%) for all represented classifications. Effective the first full pay period following union ratification and Fire Board adoption equity increases as follows:

General Unit Classifications

Administrative Assistant – 5%
Administrative Technician – 4%
Emergency Services Specialist – Retitle to Emergency Services Analyst I/II and benchmark salary to Management Analyst I/II
Management Analyst I – 3%
Systems Analyst I – 2.5%

Management Unit Classifications

Emergency Medical Services Manager – 5%
Emergency Services Manager – 5%
Fleet & Facilities Manager – 3%
Management Analyst II – 3%
Systems Analyst II – 2.5%

Effective the first full pay period after July 1, 2025 an increase of three percent (3%) for all represented classifications. Effective first full pay period after July 1, 2025 equity increases as follows:

General Unit Classifications

Management Analyst I – 2%

Management Unit Classifications

Emergency Medical Services Manager – 5%
Emergency Services Manager – 2%
Management Analyst II – 2%

Effective the first full pay period after July 1, 2026 an increase of three percent (3%) for all represented classifications.

A. Annual Certification Incentive

The annual certification incentive is available to employees in the Fleet & Facilities Manager and Fleet Mechanic I/II classifications that possess one or more of the following:

1. ASE Certified Master Medium-Heavy Truck Technician
2. California Emergency Vehicle Technician Certification EVT-1, -2 or -3.

The certification incentive payment shall be one hundred twenty-five dollars (\$125) per month, paid biweekly.

Eligible employees will be entitled to certification incentive pay starting the first pay period following the date of submittal of certification to the Human Resources Department.

B. Salary Upon Initial Appointment

Initial pay for an employee in the Department service shall be at the first step of the salary range in effect for the class to which appointed, except that the Fire Chief may authorize appointment at a higher step within the salary range of the class when ~~they~~ ~~he/she~~ determines that interests of the Department will best be served.

C. Advancement through the Salary Plan

Advancement within a salary range is based on performance and requires the approval of the Fire Chief. Advancement through the steps of a salary range are not automatic. Employees are eligible to be considered for a salary range advancement after twelve (12) months following initial appointment/promotion to a classification and a determination of satisfactory service. Thereafter, an employee with satisfactory service may advance one step within the salary range every twelve (12) months. Employees who receive an overall performance rating of less than satisfactory, are placed on an improvement plan, or who receive disciplinary action (a written reprimand or more) are not eligible for consideration for a salary increase until they have served at least twelve (12) months of satisfactory performance or without further disciplinary incidents. Based upon meritorious service, the Fire Chief may provide an employee with a salary range advancement of greater than one (1) salary step.

D. Salary Upon Promotion, Transfer or Demotion

1. Salary Upon Promotion

An employee who is promoted from a position in one class to a position in a higher class, shall have his/her salary adjusted to the first step on the salary range for the higher class that is at least five percent (5%) greater than the employee's salary before promotion, except that under no circumstance shall the employee receive a salary that is greater than the maximum salary

established for the class to which promoted.

2. Salary Upon Transfer

An employee who transfers to another position in the same classification or to another classification with the same pay range shall retain the same rate of base pay. A merit increase shall not be applicable at the successful completion of any probation or evaluation period required as a result of a transfer.

3. Salary Upon Demotion

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which ~~they he/she is-are~~ demoted. The specific rate of pay within the range shall be determined by the Fire Chief or his/her designee, whose decision shall be final. An employee who is demoted to a position that ~~they he/she~~ previously held shall not be placed at a step that is lower than the step held by the employee before the promotion.

E. Professional Development

Employees are eligible for reimbursement of educational courses and training through the Tuition Reimbursement Policy. Additionally, employees who complete the following educational milestones shall receive incentive pay as follows:

- One hundred fifty dollars (\$150) per month, paid biweekly, for an Associate of Arts Degree or sixty (60) college level units.
- Two hundred dollars (\$200) per month, paid biweekly, for a Bachelor's Degree or one hundred twenty (120) college level units.

Upon qualification an employee shall be entitled to educational incentive pay from the first full pay period of the month following the date of submittal and acceptance.

Evidence of satisfactory completion of qualifications for any step incentive as outlined in this section, shall be submitted to the Human Resources Department and must consist of a grade "C" or better (if taken for a letter grade), or a "pass" (if taken for pass/fail)

The maximum amount of educational incentive payment to be provided shall be two hundred dollars (\$200) per month, paid biweekly

Article X - Light Duty Assignments

06/17/24 Article X (A) - Light Duty Assignments

The Union and Department have reached a tentative agreement ~~as of 05/31/24.~~

An employee, who is on industrial disability leave or on non-industrial injury or illness leave and not able to perform the full responsibilities of their regular classification, but who is able to perform all or part of the responsibilities in an alternative assignment in the Department, shall be so assigned if the Fire Chief determines that an assignment is available and the employee is able to perform the assignment. The Department may require a ~~physicians note~~ to implement this provision.

Article XII - Work Out of Classification Pay

~~06/17/24~~ **Article XII - Work Out of Classification pay**

The Union and the the Department have reached tentative agreement.

~~An employee appointed to a higher paid classification on an acting basis shall be paid at the first step of the higher pay range or at the step which is not less than 5% more than his/her current pay, provided the duration of the assignment is for 30 days or more and for purposes other than vacation relief and all of the duties of the higher paid class are performed. In the event an employee's acting assignment exceeds twelve (12) months the Union will be notified and, upon request from the Union, a meeting will be held to review the assignment.~~

~~If an employee performs a significant portion but not all of the duties of a higher paid classification, the employee may, upon the Fire Chief's approval, qualify for a differential in pay to be determined by duties assigned for this work out of class.~~

~~An employee who believes he/she is performing the duties of a vacant position or an absent employee in a higher class but has not received prior written approval from his/her manager and Human Resources shall immediately notify his/her manager in writing. The Fire Chief or his/her designee shall approve or deny, within one business day, the Employee's inquiry.~~

- A. Differential Pay for Working Out of Class: If an employee performs a significant portion but not all of the duties of a higher paid classification for a minimum of one (1) shift, the employee may, upon the Fire Chief's approval, qualify for a differential in pay to be determined by duties assigned for this work out of class.
- B. Acting Pay: In the event the Fire Chief determines that it is necessary to assign an employee to perform all of the duties of an upgraded position or a higher paid classification, the employee shall receive the rate of pay of the higher classification. If an acting assignment is in a different bargaining unit, the employee will retain the benefits of their his/her actual position.

Such rate of pay shall be that rate the employee is entitled to in the event of a

promotion, except that if circumstances warrant, the Fire Chief may authorize a higher step in the established salary range of the higher paid classification. In the event that a non-exempt employee is assigned to an acting assignment of an exempt classification for more than two pay periods, the employee will receive the exempt classification's salary with no provision of overtime pay at time and one-half.

Acting assignments shall be no longer than six (6) months in duration, unless an extension is approved by the Fire Chief, and no less than one (1) full pay period. Employees working in an acting assignment for less than one (1) full pay period, shall receive a differential pay for working out of their existing classification as defined in A. Differential Pay for Working Out of Class of this Article.

In the event an employee occupies a position in a higher merit system classification for a period of thirty or more calendar days, there will be a presumption that such employee is performing all of the duties of the higher classification.

- C. Acting Pay – Temporary Upgrade Pay (TUP): When an employee is acting or working out of classification due to incumbent's approved leave of absence, said employee shall receive Temporary Upgrade Pay (TUP). TUP, as defined by California Code of Regulation 571(a)(3), is compensation to employees who are required by their employer or governing board or body to work in a higher upgraded position/classification of limited duration.

TUP shall be reported to CalPERS as special compensation for classic members.

- D. Acting Pay – Working Out of Class (WOC): Working out of class appointments shall only be made for vacant positions during active recruitment. Gov. Code Section 20480 of the Public Employees' Retirement Law (PERL) defined an "out-of-class appointment" to mean an appointment to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration. For purposes of this section, a "vacant position" refers to a position that is vacant during active recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence (see "Temporary Upgrade Pay" above).

WOC Acting Pay is reportable to CalPERS as compensation for both classic and PEPRA members.

06/27/24 Article XIII - Holidays

The Union and the Department have reached a tentative **a**Agreement.

- A. **The following holidays are observed by the Department:**

New Year's Day	January 1
Martin Luther King, Jr. Day	January 15 or its legal substitute (third Monday in January)
President's Day	February 22 or its legal substitute (third Monday in February)
Memorial Day	May 31 or its legal substitute (last Monday in May)
Juneteenth	June 19
Independence Day	Independence Day , July 4
Labor Day	first Monday in September
Veteran's Day	November 11
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving	fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

05/02/24 Article XIII (C) - Floating Holidays

The Union and the Department have reached a tentative agreement.

C. Floating Holidays

In addition to the above listed holidays, after completing one (1) year of continuous merit full time service, employees shall earn one (1) Floating Holiday (eight (8) hours) each calendar year. **Floating holiday hours shall be included in the holiday hour accruals provided for in section "D. Work On a Holiday" of this Article for use and pay out.**

05/02/24 Article XIII (D) - Work On a Holiday

The Union and the Department have reached a tentative agreement.

D. Work On a Holiday

Employees required to work on an observed holiday shall receive pay at one and one-half times their regular rate of pay. In addition, the employee will have holiday hours banked for every hour worked, up to a maximum of eight (8) hours. **Employees shall request and use holiday accruals in the same manner as vacation. Any remaining holiday hour accruals shall be paid out on the last pay period of each calendar year.**

Article XIV - Vacation

06/26/24 Article XIV (C) - Vacation Allowance for Separated Employees.

The Union and the Department have reached a tentative agreement.

When an employee is separated from the Department their remaining vacation allowance shall be added to their final compensation.

06/26/24 Article XV (A) - Sick Leave Accrual & Use

The Union and the Department have reached a tentative agreement.

A. Sick Leave Accrual & Use

Employees shall accrue sick leave at a rate of 3.7 hours per pay period for each pay period that the employee is in paid status. There shall be no maximum accumulation of sick leave. Sick leave shall be allowed and used only in cases when the employee is too sick or disabled to safely and effectively perform ~~their his/her~~ duties, for medical or dental treatment, or as authorized for family illness and injury as outlined in Section 18.2; and as an income supplement to workers' compensation benefits. In order to receive sick leave compensation while absent, an eligible employee who is unable to report to work due to illness or injury shall notify ~~their his/her~~ supervisor, either in person or by voice mail, text message or e-mail, prior to or within one (1) hour after the time set for reporting to work.

Family sick leave may be taken and if taken, shall be charged to sick leave or, with the concurrence of the Fire Chief or designee, to vacation or executive leave where the presence of the employee elsewhere is essential because of illness, or disability of immediate members of ~~their his/her~~ family. Immediate family member means parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandparent or grandchild. No more than half of the employee's annual accrual may be granted for family sick leave in any one calendar year. Any additional absences due to family illness or for other family members shall be charged to discretionary leave balances (e.g., vacation, executive leave, etc.).

Employees may be entitled to request additional leave pursuant to Federal and State Family Leave laws.

Sick leave may be used in increments of ~~one (1) hour~~ thirty (30) minutes.

Article XVI - Other Leaves

05/02/24 Article XVI (D) - Family Care and Medical Leave

The Union and the Department have reached a tentative agreement.

The Department employees may be eligible to receive a leave of absence under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). In order to receive FMLA and CFRA leave, employees must be employed with the

Department for at least one year and must have actually worked at least 1,250 hours in the one year immediately preceding the leave.

Eligible employees may receive up to 12 weeks of unpaid leave for the following purposes: (1) to care for their own serious health condition, as determined under the FMLA and the CFRA; (2) to care for the serious health condition of a parent, child, spouse, or registered domestic partner, or “designated person” as applied to and defined by the CFRA; and (3) to bond with the employee’s a newborn child; or (4) to bond with a child placed in the employee’s home through adoption or foster care. Eligible employees may receive up to 26 weeks of unpaid leave to care for an injured service member, as defined under the FMLA. The Department will use a rolling calendar year to determine the amount of leave time available at the time of the employee request.

The administration of any FMLA or CFRA leave provided for under this provision shall be in accordance with the provisions of the FMLA and the CFRA. Leave provided under this provision may run concurrently with other leaves provided under this agreement. Additional information regarding available leave benefits is set forth in the Department Personnel Rules and Regulations.

An employee who needs a leave of absence from work without pay shall file a written request with the Personnel Division, stating the title of the employee’s position, the beginning and ending dates of the requested leave and a full statement for such a request. A request for personal leave shall be made on forms prescribed from the Department. The request shall normally be initiated by the employee, but may be initiated by the employee’s Chief Officer or Manager.

06/17/24 Article XVI (G) - Leave Without Pay

The Union and the Department have reached a tentative agreement.

A personal leave may be granted for the following reasons:

1. Illness or non-job related disability including pregnancy, beyond or in lieu of that covered by sick or other available leave;
2. Education or training which will benefit the Department; or
3. Other personal reasons provided the needs of the Department are considered.
4. **Union Work**

Upon written request of an employee setting forth the reasons for the request, and upon the recommendation of the Personnel Division, the Fire Chief may grant an employee holding a regular position appointment a leave of absence for a period not to exceed six (6) months. Absences of more than six (6) months require the

approval of the Board.

An authorized leave of absence without pay shall not be construed as a break in service. Rights accrued at the time leave is granted shall be retained by employee. However, seniority, vacation leave, sick leave, holidays, increases in salary, or other Department paid benefits will not be provided during the period of leave.

Unless otherwise required by law, the Department will not maintain contribution toward group insurance programs or retirement benefits for any employee on an unpaid leave of absence. Instead, the employee will be permitted to continue coverage as allowed under law.

An employee returning from a personal leave may be required to provide medical documentation indicating the employee's fitness to return. Failure to provide requested medical documentation may delay an employee's return to work. If an employee requests to return to work prior to the scheduled end of ~~their his/her~~ leave, the employee must first request approval from the Personnel Division at least three (3) days prior to the date of returning to work. The Personnel Division may request substantiating evidence (e.g., medical examination or doctor's written release).

Upon expiration of a regularly approved leave, the employee shall be reinstated to the same or similar position held at the time leave was granted or to an equivalent position, except that an employee on leave shall have no greater right to return to a position than if the employee had not been on leave. Failure on the part of an employee on leave to report to work promptly at the expiration of leave may be deemed to be a voluntary resignation.

05/02/24 Bereavement Leave

The Union and the Department have reached a tentative agreement.

Regular and probationary employees shall be entitled to up to **five (5)** working days of **time off for** Bereavement leave for each occurrence of death of an immediate family member. **Up to three (3) working days shall be paid by the Department. If requested, up to two (2) additional working days shall be unpaid or, at the option of the employee, paid from the employee's accrued leave banks (sick, vacation, holiday and compensatory).** Requests for any additional time must be approved by the Fire Chief or ~~their his/her~~ designee. Immediate family shall mean spouse, state-registered domestic partner, child, foster child who resided with the employee at the time of ~~their his/her~~ death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, or grandchildren. Other relatives and significant persons may be included with the approval of the Fire Chief.

Bereavement leave does not need to be taken consecutively and must be completed within three (3) months of the day of death of the family member.

05/02/24 Article XVI (K) - Court Appearances and Jury Duty

The Union and the Department have reached a tentative agreement.

2. Subpoena

An employee who is subpoenaed to appear in court will be given leave to appear in response to the subpoena. If the subpoena is for the employee to appear in a matter regarding an event or transaction which ~~they~~ ~~he/she~~ witnessed or investigated in the course of performing ~~their~~ ~~his/her~~ official Department job duties, the leave will be without loss of compensation and the time spent responding to the subpoena shall be considered work time. Any payment except travel pay, meals and lodging received by the employee for such service shall be remitted to the Department.

If the subpoena is for the employee to appear in a matter regarding an event or transaction that does not involve the employee's performance of official Department job duties, the leave will be unpaid and shall not be considered work time.

Pursuant to California Labor Code 230, victims or survivors of domestic violence will be granted leave to testify in court or comply with a subpoena or other court order. At the employee's option leave may be unpaid or paid from the employee's accrual leave banks (sick, vacation, holiday and compensatory).

Article XVII - Benefits

06/17/24 Article XVII (A) - Flexible Benefits Plan

The Union and the Department have reached a tentative agreement..

The Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution or CalPERS PEMHCA Minimum Employer Contribution, whichever is greater) towards group medical insurance or No Plan:

	Effective January 2024
No Plan	\$160
Employee Only	\$1,021.41
Employee +1	\$2,042.82

Family	\$2,655.67
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~~As of the first full pay period of July 2022 and e~~Each January during the term of this Agreement, the Department's contribution to the Plan will be adjusted to 100% of the Kaiser Region One health plan Single rate, 100% of the Kaiser Region One health plan Two-Party rate, and 100% of the Kaiser Region One health plan Family rate offered under the PEMHCA contract. ~~As of the first full pay period of July 2022, t~~The Department's contribution toward No Plan ~~will (to be deposited into employee's 457 Deferred Compensation Plan account.) will be adjusted to \$160 per month and will remain at that amount during the term of this Agreement.~~

Minimum contribution to be set at \$160 per month or the CalPERS MEC (Minimum Employer Contribution), whichever is greater. (This establishes minimum retiree medical contribution at \$160 per month.)

If an employee selects a plan, whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the monthly premium that exceeds the amounts listed above through payroll deduction.

06/28/24 Article XVII (I) - Health and Wellness (NEW Section)

The Union and Department have reached a tentative agreement.

Physical fitness classes may be provided through the City of Belmont, City of Foster City, or the City of San Mateo Parks and Recreation Departments to employees at no cost or reduced cost. The Department will provide interested employees with resources for the classes and registration.

Article XX - Clothing and Equipment

06/28/24 Article XX - Clothing and Equipment Department Logo Wear –

The Union and Department have reached a tentative agreement.

- A. Department Logo Wear: The Department, upon request, will provide an employee an initial with a set of logo wear consisting of one polo shirt, **one t-shirt**, one jacket and one hat. The Department will consider requests for replacements as needed.

- B. Clothing: The Department will furnish and maintain coveralls for employees in the classifications of Fleet and Facilities Manager and Fleet Mechanic I/II. In addition, the Department will supply one (1) rain suit (consisting of jacket and pants). The Department will consider requests for replacements as needed.

- C. Safety Shoes: The Department will provide up to three hundred dollars (\$300.00) per fiscal year toward the reimbursement of safety shoes for employees in the Emergency Medical Services Manager, Fleet and Facilities Manager, and Fleet Mechanic I/II classification.

Article XXI - Grievance Procedure

06/17/24 Article XXI (A) - Definition

~~The Union and the Department have reached a tentative agreement.~~

06/17/24 Article XXI (B) - Procedure

~~The Union and the Department have reached a tentative agreement..~~

B. Procedure

A grievance shall be filed according to the following steps:

1. Step 1. Immediate Supervisor

Update appropriate title in paragraphs two and three as follows:

Within fifteen (15) calendar days of the event giving rise to a grievance, the grievant shall present the grievance in writing to the ~~Battalion-Deputy Fire~~ Chief. Grievances not presented within the time period shall be considered resolved.

The ~~Battalion-Deputy Fire~~ Chief shall meet with the grievant to settle the grievance and give a written response to the grievant within fifteen (15) calendar days from the receipt of the grievance.

2. Step 2. Fire Chief

Remove extra space and update appropriate title as follows:

If the grievance is not resolved in Step 1 to the grievant's satisfaction, the grievant may, within fifteen (15) calendar days from receipt of the ~~Battalion-Deputy Fire~~ Chief's response, advance the grievance in writing to the Fire Chief for consideration. A written response to the grievance shall be made in writing by the Fire Chief, after conferring with the grievant, within fifteen (15) calendar days from receipt of the grievance.

D. Disciplinary Action Notices

Refer to correct Article of the grievance procedure as follows:

"The Department agrees to provide the Union with copies of all disciplinary action and discharge notices within five (5) business days after issuance. The Union may contest any disciplinary action or discharge by filing a written grievance at Step 1 of the grievance procedure contained in Article XXI. Grievance Proceduresection-TBD.

Article XXIII - Layoff and Reinstatement

05/31/24 Article XXIII (B) - Seniority

The Union and Department have reached a tentative agreement.

Seniority, for the purpose of layoff, is defined as length of continuous full-time employment within the service of the Department, except for service on a provisional and temporary status. Seniority shall be retained, but shall not accrue during any period of leave without pay, except for authorized military leave granted pursuant to California state military and veterans' code.

05/31/2024 Article XXIII (B) - Layoff Order and Procedure

The Union and Department have reached a tentative agreement.

In the event of the need for layoffs, employees will be laid off in the following order:

- a. Seasonal
- b. Temporary
- c. Part-time
- d. Probationary
- e. Regular Part-time
- f. Regular Full-time

Layoff shall be based on seniority of initial hire/~~anniversary-date~~ with the Department. ~~as defined in the Department Personnel Rules and/or this Compensation and Benefit Plan.~~ In the event two or more employees have the same hire dates with the Department, such a tie in seniority will be broken as follows:

1. If tied on the same hire date, seniority is determined by the date that the Department's offer letter was accepted by the employee (i.e. offer letter acceptance date). The earlier the employee's offer letter acceptance date, the higher the employee's seniority.
2. If tied on the same hire date and offer letter acceptance date, seniority is determined by the date that the Department's offer letter was sent to the employee (i.e. offer letter sent date). The earlier the employee's offer letter sent date, the higher the employee's seniority.
3. If tied on the same hire date, offer letter acceptance date, and offer letter sent date, seniority is determined by the date that the employee submitted an application to the Department (i.e. application sent date). The earlier the employee's application sent date, the higher the employee's seniority.

4. If tied on all of the above tiebreakers, the parties shall meet and confer to determine seniority.

An employee shall have the right to displace an employee in a classification in ~~their his/her~~ unit, for which ~~they he/she~~ meets the minimum qualifications and over whom ~~they he/she has have~~ seniority.

The laid off employee who has successfully displaced another employee shall be placed in ~~their his/her~~ chronological position of seniority in the new class. Employees identified for layoff who have seniority (displacement) rights to equal or lower paying classifications must declare their intention to exercise these rights at least twenty-five (25) days prior to layoff, otherwise displacement rights will automatically terminate. Employees of another representation unit may not be displaced. ~~(An employee who declares seniority rights may not also claim priority employment rights for other vacant positions pursuant to Article XXII, Section C - 29 Priority Employment Rights, of the Department's Personnel Rules and Regulations.)~~ Employees laid off as a result of another employee's exercise of seniority rights shall not be entitled to an additional thirty (30) days' notice, but the minimum notice shall be fourteen (14) days.

05/31/24 Article XXIII (G) - Fringe Benefits

The Union and Department have reached a tentative agreement.

In the event of layoff, a regular full-time or probationary employee may continue to participate in the employee insurance plans until termination of reemployment lists or resignation if premiums are paid in full by employee and the contract permits. Agreement to pay premiums must be in writing.

Other fringe benefits will cease on the last day on payroll. Sick leave and vacation accruals will cease on the last day on payroll.

Contributions to PERS will cease on the last day on payroll. Employees should request options for their PERS contributions from the PERS Office.

Payment for unused vacation, ~~compensatory, holiday, and executive~~ time will be made in a lump sum following the last pay period that includes hours worked or at a later date if desired.

05/31/24 Article XXIII (L) - Medical Examination for Rehires

The Union and Department have reached a tentative agreement.

If their job classification requires, ~~To be rehired,~~ an employee must pass a medical examination ~~prior to being rehired~~. At the time of layoff, exit interviews will be

conducted, which will include a medical checklist for the employee to complete;
complete recovery from workers' compensation injuries must be testified to.

Article XXVI - Term

07/11/24 Article XXVI - Term

The Union and the Department have reached a tentative agreement.

This agreement shall be effective upon approval of AFSCME and the Fire Board and for the period from Fire Board adoption through June 30, ~~2024~~ 2027.

In witness whereof, the parties hereto have set their hands this _____
day of _____, ~~2022~~ 2024.

Appendix A - Classifications

05/02/24 Appendix A - Classifications

The Union and Department reached a tentative agreement.

General Unit Classifications

Administrative Assistant
Administrative Technician
~~Central Services Worker~~
Emergency Services ~~Specialist Analyst I~~
Fleet ~~Mechanic I/II and Facilities Technician~~
Management Analyst I
Office Assistant I/II
Systems Analyst I

Management Unit Classifications

Emergency Services Manager
~~Emergency Services Analyst II~~
Emergency Medical Services Manager
Fleet & Facilities Manager
Management Analyst II
Systems Analyst II

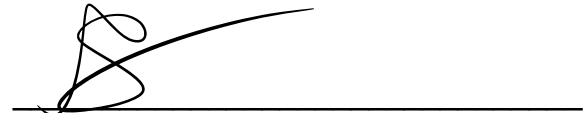
Tentatively Agreed To:

For SMCFD



Stacey Cue, Lead Negotiator

For AFSCME Local 829



Ryan Shannon, Lead Negotiator