



Agenda

**San Mateo Consolidated Fire Department
Board of Directors
Regular Meeting
Wednesday, July 9, 2025 – 5:30 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. 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

2121 S. El Camino Real, Building D, San Mateo

To Observe and Participate via Video Teleconference

Register in advance for this Zoom webinar:

https://us06web.zoom.us/webinar/register/WN_OWgzTFJIS7SmRhr9uzMASQ

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 May 21, 2025.
- [4.2](#) Adopt a resolution in support of staff's application for grant funds via the 2024 Fire Prevention and Safety (FP&S) Grant for the purpose of funding one (1) full-time Fire Inspector I position.
- [4.3](#) Adopt a revised resolution approving an revised agreement with the City of San Mateo for Finance and Human Resources services for a five-year term beginning August 1, 2025, and ending June 30, 2030.
- [4.4](#) Adopt a resolution approving the revisions to the Compensation and Benefits Plans for the Firefighter Trainees, Part-Time Employee Groups, Business Manager, Deputy Chiefs, and Fire Chief.
- [4.5](#) Adopt a resolution approving a purchase order in the amount not to exceed \$200,000 for Flyers Energy, LLC for vehicle fleet fuel for fiscal year 2025-26.

- [4.6](#) Adopt a resolution approving a purchase order in the amount not to exceed \$375,000 for L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear, and supplies for fiscal year 2025-26.
- [4.7](#) Adopt a resolution approving a purchase order in the amount not to exceed \$275,000 for AllStar Fire Equipment for the purchase of fire suppression equipment, safety gear, and services such as SCBA flow testing for fiscal year 2025-26.
- [4.8](#) Adopt a resolution approving a purchase order in the amount not to exceed \$160,000 for TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) telephone services and equipment for fiscal year 2025-26.

5. REPORTS AND ANNOUNCEMENTS

- 5.1 Board Members and Department Management Staff will have an opportunity to make announcements.
- 5.2 Fire Chief Update (*verbal only*)

6. 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
Wednesday, May 21, 2025 – 5:30 P.M.
Hybrid Remote Teleconference Meeting
2121 S. El Camino Real, Building D, San Mateo

1. OPENING

The meeting was called to order at 5:35 p.m. 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: Newsom, Jimenez, Mates

Board Members Absent: None

2. AGENDA CHANGES

None

3. PUBLIC COMMENT

None

4. PRESENTATIONS

Item 4.1 Proclamation honoring Deputy Fire Chief Robert Marshall

The Board honored Deputy Fire Chief Robert Marshall with a formal proclamation and resolution of appreciation in recognition of his retirement after more than 35 years of distinguished service in public safety. Highlights of his accomplished career were shared, including leadership roles across multiple fire departments, academic and professional achievements, and his service as President of the California Fire Prevention Institute. Board members and staff offered personal reflections and well wishes, while Chief Marshall expressed gratitude and shared memories about his time in the community. As part of department tradition, a commemorative plaque handcrafted by Firefighter Boyle was presented in his honor.

Board Chair Mates asked if there was any public comment on this item, which there were none.

5. CONSENT

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

6. NEW BUSINESS

Item 6.1 Adopt a resolution approving a supplemental budget appropriation to Fiscal Year 2024-25 General Fund operating budget and approve the Fiscal Year 2025-26 Operating Budget.

Budget Manager Halcon presented a financial update for the current fiscal year 2024-25 and the proposed operating budget for fiscal year 2025-26. The General Fund for FY 2024-25 is expected to close with \$52.9 million in both revenues and expenditures. The slight overage in revenues is primarily due to mutual aid reimbursements, which also help offset higher personnel costs related to overtime, increased workers' compensation claims, and mutual aid deployments.

For FY 2025-26, projected revenues are \$52.8 million, with expenditures at \$52.3 million, resulting in a projected surplus of approximately \$500,000 and an anticipated ending fund balance of \$1.8 million. Personnel costs in the proposed budget are lower than the year-end estimates because mutual aid-related expenses are not included in baseline personnel projections and are addressed through supplemental appropriations. The proposed member agency contributions reflect a year-over-year increase of 8%. It was noted the intention is to keep future annual increases in the 3–5% range.

The Fire Protection and Life Safety Fund is projected to close FY 2024-25 on budget at \$3.4 million in both revenue and expenditures, about \$300,000 under budget. The FY 2025-26 proposed budget is balanced at \$3.6 million, with one vacant Fire Inspector position defunded to maintain fiscal balance.

The Vehicle and Equipment Replacement Fund is being steadily built up through flat contributions from the operating funds. Planned spending over the next few years is designed to ensure sufficient fund balance for future fire apparatus purchases.

Staff also presented information on the Workers' Compensation Fund, which, although currently healthy with a \$1.7 million fund balance, is projected to face sustainability challenges. Workers' comp insurance premiums have increased significantly over the past two years and are expected to continue rising, potentially reaching \$5.5 million annually within five years. Staff will develop alternative funding or structural models for the Board's consideration within the next year.

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

Item 6.2 Adopt a resolution approving a 3% salary increase for the positions of the Fire Chief and Deputy Fire Chief effective July 6, 2025.

Chief Administrative Office Khojikian provided a brief overview of the staff report for approval. This adjustment aligns with the department's practice of maintaining at least a 10% pay differential between command staff members, including Battalion Chiefs, Deputy Chiefs, and the Fire Chief. The proposed increase, which functions as a cost-of-living adjustment, is already accounted for in the upcoming fiscal year's budget.

As required by California Government Code section 54953(c)(3), General Counsel Ross read a formal summary of the action, outlining the compensation structure, benefit plans, and opportunities for step increases based on experience and performance.

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

Item 6.3 Adopt a resolution approving a new agreement with the City of San Mateo for Finance and Human Resources services for a five-year term ending on June 30, 2030.

Fire Chief Turturici provided an overview of the staff report. Since the formation of the San Mateo Consolidated Fire Department, the City of San Mateo has provided these services, and a consultant was hired in 2024 to evaluate the existing model and explore alternatives.

After analyzing several service delivery options, including in-house staffing, a hybrid model, and maintaining the current structure, the recommendation was to continue with the current model, supplemented by two full-time employees (FTEs) dedicated specifically to fire department operations. These FTEs will be allocated from the City's Finance and HR Departments. The revised agreement outlines a cost of approximately \$1.14 million for fiscal year 2025-26, reflecting an increase of about \$266,000 over the previous contract. This increase is distributed among the three member agencies and is already reflected in the proposed budget. The agreement also includes a 4% annual increase for subsequent years.

The model was determined to be the most cost-effective and efficient solution, offering operational continuity, familiarity with existing systems (such as Workday), and the benefit of resource backup and coverage during staff shortages. It also ensures on-site HR presence and clearly defined points of contact, enhancing support for department staff.

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

Item 6.4 Adopt a Resolution to amend the Memorandum of Understanding with the San Mateo County Firefighters, Local 2400 International Association of Firefighters (IAFF 2400), for a term through June 30, 2028.

Fire Chief Turturici provided an overview of the staff report. The amendment followed a third-party compensation study which revealed firefighters and captains were earning 9% below market median. Negotiations began in February 2025 and concluded efficiently by early May. The agreement includes a phased salary increase: a 3% COLA and 5% equity adjustment in July 2025, followed by a 3% increase and 1% equity in July 2026, and another 3% COLA in July 2027. Additional compensation includes differentials for certified water rescue personnel.

Other changes include flexible benefit plan adjustments, ensuring medical cost increases in years two and three remain within budgeted caps. Non-monetary provisions covered improved staffing policies, a reduced probationary period for lateral hires (from 18 to 12 months), updates to the catastrophic leave donation policy, paramedic training protocols, flexible separation pay options, and Union reimbursement procedures. A new system will track Union time for reimbursement rather than using a time bank. Minor adjustments were also made for internal station/vacation

bidding and mandatory strike team assignments during peak seasons. The estimated cost impact is \$2.52 million over the contract term, plus \$32,000 annually for water rescue differentials.

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

7. OLD BUSINESS

Item 7.1 Introduce Ordinance No. 2025-01, updating the San Mateo Consolidated Fire Department Fire Code – 2nd Public Hearing

Fire Marshal Workman provided a brief overview of the staff report for approval. This ordinance updates the San Mateo Consolidated Fire Department fire code. It incorporates updated Local Responsibility Area (LRA) maps issued by the State, reclassifying some zones in Belmont and San Mateo from “high” or “very high” to “moderate.” This change enables the department to continue enforcing defensible space requirements and enhanced building standards in those areas. No public comment was received, and the ordinance was adopted unanimously.

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

Items 7.2 Introduce Ordinance No. 2025-02, adopting the Local Responsibility Area (LRA) fire hazard severity zone map as recommended by the California State Fire Marshal – 2nd Public Hearing

Fire Marshal Workman provided a brief overview of the staff report for approval. The second item formally adopts the updated LRA Fire Hazard Severity Zone map as recommended by the California State Fire Marshal.

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

8. REPORTS AND ANNOUNCEMENTS

The Board was reminded of the upcoming Chili Cook-off, scheduled for September 6.

Board Member Jimenez shared that Foster City will not be hosting fireworks this year. Deputy Chief Agresti explained that fire engines typically patrol during the evening of the 4th of July, but they do not have direct enforcement authority. Coordination with law enforcement and public outreach efforts will be key. Chief Turturici stated the department will work with inspectors and local police to manage risks, and a social media campaign is being considered to educate the public.

Deputy Fire Chief Agresti began the Operational Division update by distributing the 2024 Annual Report, recognizing staff for producing a high-quality document. Some highlights from his PowerPoint presentation include:

Regional Drill Participation

- Hazmat 14 took part in a multi-day regional drill with state and federal agencies

- Training locations included a decommissioned movie theater, the USS Hornet, and Great America

Response Times and Incident Recap

- Average response time: 5 minutes and 25 seconds (well below 6:59 benchmark)
- Highlight: Fire involving connex boxes on Old County Road required metal cutting and coordination with Belmont Public Works, who brought in a backhoe to reduce manpower needs
- Call volume tracking similar to last year, with expected increase in summer

Fleet and Facilities

- New fleet and facilities shop on Karen Road now operational
- Hired full-time mechanic and acquired mobile service truck, reducing vehicle repair downtime
- New fire engine in service at Station 14; new ladder truck being prepared to replace Truck 23

Training and Recruitment

- Three staff nearing completion of paramedic school; internships starting soon
- Three more employees beginning paramedic training in September
- Hazmat training course underway; wildland refresher training in progress at Sugarloaf Open Space
- Collaboration with San Mateo PD on drone use in search and rescue/wildfire efforts
- Successful test of drone delivering life jacket in the bay

Promotions and Staffing

- Leadership promotions made to fill recent vacancies
- Opportunities created for others to move into new roles
- Three probationary firefighters nearing end of 18-month period, soon to be fully deployable

Deputy Fire Chief Mackintosh provided a PowerPoint presentation for the Community Risk Reduction Division update. Some highlights include:

- Discussed the danger of a viral TikTok challenge involving kids inserting metal into laptop charging ports to produce sparks and smoke. Fire Inspector Mecham, in coordination with the Safe School Coalition and local schools, is proactively educating students and parents about serious hazards, including recent injuries.
- Presentation included a year-long study on structure fires from 2024 aimed at reducing risk to firefighters and the community while improving training and emergency response. The study focused on fires extinguished by department personnel or by systems mandated by the fire department, such as extinguishers, sprinklers, and construction types. It excluded incidents like vegetation, vehicles, cooking, and outside fires, as well as medical and special operations calls.
 - The study did not account for land value, revenue losses, irreplaceable contents, environmental impacts, or prevented injuries and lives saved, making the results highly conservative. Data was gathered and improved over time through the department's NFIRS reporting system.
 - Replacement structure values were based on ICC national averages and doubled to better reflect local Bay Area costs. Content value was conservatively estimated between \$15–\$35 per square foot depending on the property type.
 - Specific case examples followed, including:

- An arson fire at a Smart & Final store extinguished by an employee using a fire extinguisher, saving the building and limiting losses to food damage.
- A dryer fire in a mid-rise residential complex extinguished by fire personnel using a water extinguisher, despite initial setup for a full fire attack.
- Another fire in a Belmont residential mid-rise where fire crews used standpipe operations to contain a fire to two bathrooms and a laundry room, displacing some residents.
- The presentation emphasized the impact of fire department policies and fire prevention systems in minimizing loss and protecting property, lives, and community safety.

9. ADJOURNMENT

The Board meeting was adjourned at 7:05 p.m.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Matt Turturici, Fire Chief

Meeting Date: July 9, 2025

Subject: Fiscal Year (FY) 2024 Fire Prevention and Safety (FP&S) Grant

RECOMMENDATION

Adopt a resolution in support of staff's application for grant funds via the 2024 Fire Prevention and Safety (FP&S) Grant for the purpose of funding one (1) full-time Fire Inspector I position.

BACKGROUND

The purpose of the 2024 FP&S Grant is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting with fire prevention programs and supporting firefighter health, safety research, and development. Grant funds are available in two activities:

- Fire Prevention and Safety Activity
- Research and Development Activity

Eligible applicants can apply for funding to support public education, code enforcement, and firefighter initiatives.

ANALYSIS

On July 3, 2025, the San Mateo Consolidated Fire Department (SMC Fire) submitted an application under the Fire Prevention and Safety Activity for the FY24 FP&S Grant. The grant proposal seeks funding to support enhanced fire code awareness, adoption, reinstatement, and enforcement through the hiring of an additional Fire Inspector I.

The Fire Inspector I position was previously defunded at the May 21, 2025 Fire Board meeting due to budget constraints. If awarded, this grant would enable SMC Fire to fully fund the position, thereby improving the department's capacity to implement and enforce critical fire prevention programs.

The grant, if awarded, would not require a local match or include matching requirements here if applicable.

FISCAL IMPACT

If the 2024 FP&S Grant is awarded, federal share will cover the cost of salaries and benefits for 3 years and will not require a local match and Fire Board approval is requested to appropriate the following estimated annual fully loaded costs to the Fire Protection and Life Safety Fund (Fund 310):

	Year 1	Year 2	Year 3
Fire Inspector I Annual Salary	\$161,558	\$174,021	\$185,523
Estimated Annual Benefits	\$60,000	\$62,000	\$64,000
Estimated Annual Fully Loaded Cost	\$222,000	\$236,000	\$250,000

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2025-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT SUPPORTING APPLICATION FOR FUNDS
VIA THE 2024 FIRE PREVENTION AND SAFETY (FP&S) GRANT AND
AUTHORIZING BUDGET APPROPRIATION IF AWARDED**

WHEREAS, the 2024 FP&S Grant is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting with fire prevention programs and supporting firefighter health, safety research, and development; and,

WHEREAS, grant funds are available in two activities: Fire Prevention and Safety Activity and Research and Development Activity; and,

WHEREAS, on July 3, 2025, the San Mateo Consolidated Fire Department (SMC Fire) applied for the FY24 FP&S funding to implement increased code awareness, adoption, reinstatement, and enforcement through hiring an additional Fire Inspector I; and,

WHEREAS, SMC Fire is now seeking funding to hire one (1) full-time employee (FTE) Fire Inspector I position which was defunded in the fiscal year 2025-26 budget at the May 21, 2025 Board meeting.

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

1. Adopt a resolution in support of staff's application for grant funds via the 2024 Fire Prevention and Safety (FP&S) Grant for the purpose of funding one (1) FTE Fire Inspector I position.
2. If the FP&S grant is awarded, accept and appropriate grant funding to the SMC Fire budget in the Fire Protection and Life Safety Fund in the amount of \$228,000.

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 9th day of July, 2025, 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: Matt Turturici, Fire Chief

Meeting Date: July 9, 2025

Subject: **Revised City of San Mateo Agreement for Finance and Human Resources Service**

RECOMMENDATION

Adopt a revised resolution approving a revised agreement with the City of San Mateo for Finance and Human Resources services for a five-year term beginning August 1, 2025, and ending June 30, 2030.

BACKGROUND

On May 21, 2025, the Board adopted a resolution approving a new agreement with the City of San Mateo to continue providing Finance and Human Resources services to the San Mateo Consolidated Fire Department (SMC Fire). Following that approval, staff identified a few necessary revisions to clarify the new agreement's effective date, address the status of the prior agreement, and establish how conflicts between documents will be handled.

In August 20, 2024, the Board directed staff to work with the City of San Mateo to revise the agreement and bring back an updated version for early implementation, ahead of the current agreement's expiration.

Specifically, the revised agreement updates the start date for services to August 1, 2025 (originally set to begin July 1, 2025), to align with administrative planning. It also formally supersedes the previous agreement, which was originally effective in 2019 and was extended for an additional five years on April 14, 2021. Under that five year extension, the prior agreement would remain in effect through June 30, 2026. However, in 2025 a new agreement was prepared, in order to reflect an expanded scope of services in exchange for a revised payment structure, with the intent to terminate and replace the prior agreement. Additionally, a new conflicts clause (Section 20) has been added to ensure that the body of the agreement prevails in the event of any inconsistencies between attached exhibits or referenced documents.

ANALYSIS

Under the newly proposed five-year agreement, the City will continue to provide Finance and Human Resources services to SMC Fire to ensure the continuity of operations. Core services remain similar to those provided in the current contract; however, the scope of services, as defined in Exhibit A of the draft agreement, has been revised to include greater detail and the cost of two additional FTE's. The proposed

additional staffing resources and detail will deliver better service levels and sets expectations between the SMC Fire and the City. Additionally, the service model for the City's Finance Department was adjusted to provide for a single point of contact for SMC Fire, which will create greater operational efficiency for finance-related issues. The amended scope of services also includes Finance Director and Human Resources Director oversight of their respective service responsibilities.

FISCAL IMPACT

The cost of the new agreement with the City will be \$1,139,000 in fiscal year 2025-26. This is an increase of \$265,930 over the fiscal year 2025-26 amount in the current contract. This increase is already reflected in the proposed FY 25/26 budget for SMC Fire. This increase is below the estimate provided in the initial analysis and aligns expectations between SMC Fire and the City with respect to service delivery.

The cost for each year of the agreement, which increases 4% annually, is as follows:

Fiscal Year (FY) 2025-26:	\$1,139,000
FY 2026-27:	\$1,184,600
FY 2027-28:	\$1,231,900
FY 2028-29:	\$1,281,200
FY 2029-30:	\$1,332,500

Due to the timing of the agreement, we will be using the original agreement (\$873,070.12) to calculate the July cost of services and the new agreement (\$1,139,000) for the remaining 11 months of the fiscal year. The revised amount for Fiscal Year 2025-26 will be \$1,116,839.18.

ATTACHMENTS

- A. Resolution
- B. Revised Draft Agreement

RESOLUTION NO. RES-2025-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT (SMC FIRE) APPROVING A REVISED AGREEMENT WITH THE CITY OF SAN MATEO FOR FINANCE AND HUMAN RESOURCES SERVICES FOR A FIVE-YEAR TERMS BEGINNING AUGUST 1, 2025 AND ENDING ON JUNE 30, 2030

WHEREAS, SMC Fire has contracted for Finance and Human Resources services from the City of San Mateo since SMC Fire's inception in 2019 (the "2019 Agreement"); and

WHEREAS, in February 2021, the Fire Board approved a five-year extension of the 2019 Agreement, with a term ending June 30, 2026; and

WHEREAS, due to SMC Fire's evolving Finance and Human Resources needs, on May 21, 2025, the Board adopted a resolution approving a new agreement (the "2025 Agreement") with the City of San Mateo to continue providing Finance and Human Resources services to SMC Fire, with the intent of terminating the 2019 Agreement one year early; and,

WHEREAS, following the Fire Board's original approval of the 2025 Agreement on May 21, 2025, staff identified some necessary revisions to clarify the new agreement's effective date, address the termination of the sunsetting 2019 Agreement, and establishing how conflicts between documents will be handled; and,

WHEREAS, SMC Fire staff and legal counsel have received input from the City of San Mateo on these clarifications, which have been implemented into a revised 2025 Agreement; and,

WHEREAS, the revised 2025 Agreement will become effective on August 1, 2025 and will replace the existing 2019 Agreement, resulting in the termination of the 2019 Agreement by mutual consent of both SMC Fire and the City of San Mateo; and

WHEREAS, the cost of these services will be \$1,116,839.18 in fiscal year 2025-26. The annual rate of \$1,139,000 will increase four (4) percent annually through the end of the agreement.

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

1. Authorize approval of a revised agreement with the City of San Mateo for Finance and Human Resources services for a five-year term beginning August 1, 2025 and ending on June 30, 2030.
2. SMC Fire Board Resolution 2025-008, adopted May 21, 2025, is hereby rescinded and replaced by this Resolution.

3. The Fire Chief or a delegate is hereby authorized to take necessary and incidental actions to execute and administer the agreement

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 9th day of July, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

**AGREEMENT ~~WITH~~ BETWEEN THE CITY OF SAN MATEO
AND THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT
FOR FINANCE AND HUMAN RESOURCES SERVICES**

This Agreement ~~is~~ made and entered into this day of _____, 2025, by and between the **SAN MATEO CONSOLIDATED FIRE DEPARTMENT**, ("SMCFD") a joint powers authority existing under the laws of the State of California ("SMCFD"), and the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), whose address is 330 W. 20th Avenue, San Mateo, California 94403.

RECITALS:

- A. ~~SMCFD desires certain Finance and Human Resources services hereinafter described.~~
- ~~B.~~ B. SMCFD desires to engage CITY to provide these services by reason of its qualifications and experience for performing such services and CITY has offered to provide the required services on the terms and in the manner set forth herein.
- ~~C. SMCFD and CITY desire to supersede an agreement entered into on April 14, 2021 for Finance and Human Resources services (the "Prior Agreement") that is set to expire on June 30, 2026. This Agreement provides for additional services in exchange for an updated payment structure.~~

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES; PRIOR AGREEMENT

The scope of services to be performed by CITY under this Agreement is as described in Exhibit A to this Agreement, attached and incorporated by reference. This Agreement supersedes the Prior Agreement as of the date services commence under Section 4. Legal services by the CITY are not provided in the scope of services.

SECTION 2 - DUTIES OF CITY

CITY shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CITY under this Agreement. CITY shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CITY represents that it is qualified to furnish the services described under this Agreement.

CITY shall be responsible for employing or engaging all persons necessary to perform these consultant services.

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SECTION 3 - DUTIES OF SMCFD

SMCFD shall provide pertinent information regarding its requirements for Finance and Human Resources services from the CITY.

SMCFD shall examine documents submitted by CITY and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CITY'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on ~~July~~ August 14, 2025 and be completed on ~~or about~~ June 30, 2030.

SECTION 5 - PAYMENT

Payment shall be made by SMCFD only for services rendered and upon submission of a payment request upon completion and SMCFD approval of the work performed as set forth in Exhibit B.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as either party shall otherwise have by law, either party shall have the right to terminate this Agreement or suspend work for any reason, upon sixty (60) days' written notice. CITY agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon SMCFD'S payment of the amount required to be paid, documents become the property of SMCFD, and CITY shall transfer them to SMCFD upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CITY in the performance of this Agreement, although instruments of professional service, are and shall be the property of SMCFD, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CITY in connection with the performance of this Agreement are confidential until released by SMCFD to the public or as required by law. CITY shall not make any such documents or information available to any individual or organization not employed by CITY or SMCFD without the written consent of SMCFD before any such release.

SECTION 9 - INTEREST OF CONSULTANT

CITY covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - INDEMNITY

SMCFD agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of ~~CITY'S-SMCFD'S~~ performance of this Agreement, except those claims arising out of ~~CITY'S~~ the sole negligence or willful misconduct of CITY, its elected and appointed officials, employees, and agents. SMCFD agrees to defend CITY, its elected and appointed officials, employees, and agents against any such claims, except those claims arising out of the sole negligence or willful misconduct of CITY, its elected and appointed officials, employees, and agents.

CITY agrees to hold harmless and indemnify SMCFD, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CITY'S performance of this Agreement, except those claims arising out of the sole negligence or willful misconduct of SMCFD, its elected and appointed officials, employees, and agents. CITY agrees to defend SMCFD, its elected and appointed officials, employees, and agents against any such claims, except those claims arising out of the sole negligence or willful misconduct of SMCFD, its elected and appointed officials, employees, and agents.

To the fullest extent allowed by law, CITY hereby agrees to defend, indemnify, and save harmless the SMCFD, its boards, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, the SMCFD, its boards, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CITY, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CITY to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CITY to indemnify the SMCFD, its boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of

~~the California Civil Code.~~

~~CITY's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.~~

~~The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.~~

SECTION 11 - NON-ASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CITY and cannot be transferred, assigned, or subcontracted by CITY without the prior written consent of SMCFD.

SECTION 12 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CITY is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that SMCFD relies upon the skill of CITY to do and perform the work with the care and skill ordinarily used by professionals practicing under similar conditions and consistent with generally accepted practices of such professions, and CITY agrees to thus perform the work. The acceptance of CITY'S work by SMCFD does not operate as a release of CITY from said obligation.

SECTION 13 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 14 - SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 15 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 16 - NON-DISCRIMINATION

CITY warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither SMCDF nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 17 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 18 - NOTICES

All notices hereunder shall be given in writing via electronic mail and mailed, postage prepaid, addressed as follows. Contact information may be updated by providing written notice to the other party.

To SMCFD: Fire Chief Matt Turturici
San Mateo Consolidated Fire Department
1040 East Hillsdale Blvd
Foster City CA 94404
mturturici@smcfire.org

To CONSULTANT: Karen Huang, Finance Director
City of San Mateo Finance Department
330 West 20th Ave
San Mateo CA 94403
khuang@cityofsanmateo.org

SECTION 19 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between SMCFD and CITY and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both SMCFD and CITY.

SECTION 20 - CONFLICTS

In the event of any conflict between the provisions of any other referenced exhibit or document attached to this Agreement, the language and terms of this Agreement shall control.

SECTION 210 - AUTHORITY TO ENTER INTO AGREEMENT

SMCFD has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 224 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, SAN MATEO CONSOLIDATED FIRE DEPARTMENT and CITY OF SAN MATEO have executed this Agreement the day and year first above written.

SAN MATEO CONSOLIDATED FIRE DEPT

CITY OF SAN MATEO

Julia Mates, Chair
Board of Directors

Rob Newsom, Jr., Mayor

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Payment Schedules

DRAFT

EXHIBIT A

SCOPE OF SERVICES

FINANCE

Finance services to SMCFD will be overseen by the Finance Director and performed by staff throughout the Finance Department. One member of the Finance Department will be assigned as SMCFD's single point of contact to serve as the primary liaison between Finance and SMCFD.

- **Chief Financial Officer/Treasurer/Administration**
 - Provide oversight and support to all aspects of SMCFD financial activities.
 - Review reports to the Board to ensure financial impacts are appropriately captured.
 - Attend Board meetings to address finance-related questions from the Board, SMCFD, and the public.
 - Prepare for, attend, and facilitate quarterly meetings with SMCFD Administration.
 - Attend regular meetings between Finance Department staff and SMCFD staff as necessary to ensure efficient and effective financial operations.
 - Provide support on MOU execution including interpretations, issue resolution, workers' compensation, and other non-recurring issues.
 - Administer the OPEB Trust including management of the actuarial services contract, the bi-annual actuarial report, and the roll-forward GASB 75 report.
- **General Ledger**
 - Complete month-end closing and reconciliations by the 20th of the following month.
 - Record and monitor fixed assets annually as a part of the year-end closing process.
 - Review and analyze revenue/expenditure accounts prior to year-end closing.
 - Interface with independent auditors to conduct and complete the annual audit; prepare the financial statements and the Annual Financial Report.
 - Prepare all quarterly and annual compliance reports, including the State Controller's Annual Transaction Report, quarterly fuel tax reporting, annual sales tax reporting, and other compliance reporting as necessary.
 - Provide grant accounting support as needed.
 - Provide general accounting support as requested/required.
- **Accounts Payable**
 - Process checks for vendors through the regular cycle, with invoices with SMCFD approvals by close of business Thursdays processed in the next payment cycle.
 - Process expense reimbursements, with reimbursement requests with SMCFD approvals by the close of business Thursdays processed in the next payment cycle.
 - Maintain vendor master files, with updates processed within four business days.
 - Issue 1099s annually by January 31.
 - Process credit card payments, with SMCFD approvals in the system monthly by the 20th to ensure timely month-end close.

- Process payroll-related payables.
- **Purchasing**
 - Conduct requisitioning, purchase order issuance, and blanket purchase order issuance within four business days of receipt of request.
 - Process change order requests within four business days.
 - Issue and monitor credit cards and monthly statement upload; issuance requests processed within four business days and the monthly upload by the 28th of each month.
- **Payroll**
 - Process bi-weekly payroll by issuing paychecks and direct deposits.
 - Perform all required CalPERS reporting by statutory deadlines.
 - Process bi-weekly accounts payable associated with benefits and deductions in time for the next payment cycle.
 - Maintain and report benefit plans to contracted benefit providers, including but not limited to 457, RHS, 401(a), union dues, in time to be effective for the next pay period.
 - File quarterly federal and state taxes by statutory deadlines.
 - Issue W-2s and W-2Cs annually by statutory deadlines.
 - File the annual State Controller's Report by statutory deadlines.
 - Respond to public records requests related to earnings by statutory deadlines.
 - Complete employee change requests and perform records maintenance by the following payroll cycle.
 - Maintain the ERP timekeeping and shift/FLSA maintenance modules.
 - Develop special rates for grants or mutual aid deployments (FEMA, State, etc.) as necessary.
 - Execute mid-pay period hirings as needed by SMCDF.
 - Research and process payroll changes related to workers' compensation cases.
 - Provide required workers' compensation data to the third-party actuary within 30 days of request.
 - Conduct the CalOES salary survey required for mutual aid reimbursements.
- **Accounts Receivable**
 - Issue and monitor billings for inspection and other fire services within five business days of request.
 - Monitor and manage collection of unpaid bills on a monthly basis.
 - Process payments received for SMCDF on a daily basis.
- **Cashiering**
 - Process deposits for all SMCDF transactions on a daily basis.
 - Manage uncollected fees (non-sufficient funds).
- **Treasury/Banking**
 - Maintain liquidity and manage general cash management needs.

- Manage investment of available funds through the Local Agency Investment Fund (LAIF).
- Maintain bank account functionality.

- **Budget**

- Provide personnel costing to support budget development, labor negotiations, and operational needs.
- Establish internal service collections and manage, update, and maintain financial plans.
- Develop and maintain indirect cost allocations.
- Manage equipment replacement funding and the Equipment Replacement Fund financial plan.
- Develop, maintain, and support the General Fund budget and long-term financial plan.
- Develop, maintain, and support the Fire Prevention Fund budget and long-term financial plan.
- Develop, maintain, and support the Internal Services Funds (Benefits, Workers' Compensation, General Liability) budget and long-term financial plans.
- Provide budget monitoring and appropriation support through quarterly reviews of [department-SMCFD](#) financials to identify major variances.
- Provide mid-year budget support by reviewing all funds for major variances and determining if additional appropriations or other Board actions are required.
- Plan, direct, and coordinate budget development, with SMCFD being responsible for preparing budget entries, updating [departmental-SMCFD](#) narratives and performance metrics, and writing the transmittal letter.
- Prepare the budget document using the publishing tools determined by the Finance Department; specific responsibilities include:
 - Providing financial information in the Budget Message section related to budget, short- and long-term financial plan information; SMCFD is responsible for the transmittal letter narrative information.
 - Providing the organizational chart, basis of budgeting, budget timeline, [department-SMCFD](#) financials, sources of funding, and full-time equivalent tables (Overview Section); SMCFD is responsible for the narrative information.
 - Updating the fund summary for each fund, including the budget details and five-year financial plans (Fund Information Section).
 - Updating the financial policies portion of the Appendix section as needed.

HUMAN RESOURCES

Human Resources services to SMCFD will be overseen by the Director of Human Resources. One member of the Human Resources Department (Senior Human Resources Analyst) will be assigned to and physically located at SMCFD. This position will be a strategic partner and provide day-to-day HR services to [the DepartmentSMCFD](#). Additional support to SMCFD will be provided by the remainder of the staff in the City's Human Resources Department.

- **Director of Human Resources/Administration**

- Provide oversight and support to all aspects of SMCFD's HR-related activities.

- Review reports to the Board as needed to ensure HR-related issues are appropriately captured and addressed.
- Attend Board meetings as needed to address questions from the Board, SMCFD, and the public.
- Prepare for and attend meetings with SMCFD Administration as requested.
- Provide support on MOU execution including interpretations, issue resolution, workers' compensation, and other non-recurring issues.

- **Recruitment and Selection**

- Develop and implement recruitment plans, strategies, and materials.
- Attend job fairs and outreach events.
- Post recruitment advertisements.
- Screen candidates.
- Coordinate the examination process (oral, written, and/or performance).
- Plan and stage sites and locations for test administration and test administration supplies, resources, and meals for raters and others involved in the test administration.
- Develop interview questions in collaboration with subject matter experts.
- Coordinate the following processes: interviews, references, backgrounds, fingerprinting, pre-employment physicals, and employment eligibility verification (I- 9).
- Send out notifications to candidates and new hires.
- Coordinate the onboarding processes.
- Maintain position control, vacancy reports, and statistical data on recruitments, vacancies, separations, promotions, transfers, and turnover rates.
- Provide information to employees and the public regarding job opportunities, career ladders, training, etc.; counsel employees on career development and methods of obtaining training; provide procedural information regarding examinations and related matters.
- Coordinate promotional recruitments and assessment centers with vendor as needed.

- **Employee and Labor Relations**

- Provide consultation on Employee and Labor Relations issues, laws, and trends.
- Coordinate and conduct negotiations and meet and confer sessions; may serve as chief spokesperson.
- Develop detailed technical staff work in support of negotiations.
- Provide research, analysis, and recommendations of facts pertaining to potential or stated employee organization demands. This may include cost or budget impact information relating to salary surveys, salary, or benefit proposals.
- Prepare updates on Memoranda of Understandings, which includes developing contract language/proposals; prepare correspondence and make presentations.
- Review grievances and provide consultation on how to resolve them at the lowest-level possible.
- Provide training to management on MOU interpretation, grievances, and labor relations issues.

- May attend and participate in closed sessions with the Fire Board regarding negotiations.
- **Performance Management**
 - Provide consultation to management on how to conduct a fact-finding investigation, gather data and supporting documentation, and recommend next steps/actions and proposed disciplinary actions.
 - Develop and maintain a performance management system and provide consultation to management regarding performance evaluations and performance improvement plans (PIP).
 - Review and draft coaching memos, PIP, confirmation of meeting memorandums, written reprimands, notice of intents to discipline, notices of final discipline, and other disciplinary notifications.
 - Coordinate Skelly meetings and notifications.
 - Meet with union representatives, employees, and managers in attempts to resolve conflicts.
 - Conduct or coordinate conflict mediation.
- **Workers' Compensation and Disability Management**
 - Administer the Workers' Compensation Program and its budget.
 - Oversee the timely processing of workers' compensation claims and collaborate with the third-party administrator on the progress of outstanding claims.
 - Provide claims and benefit information and assistance to injured employees.
 - Perform case management on workers' compensation claims to ensure the proper handling of cases; coordinate with the third-party administrator to investigate cases and assign a nurse case manager as needed.
 - As assigned, investigate employee accidents and injuries; review all incoming employee injury reports and take appropriate actions; make recommendations to prevent recurrences; and prepare statistical reports on employee injuries and accidents.
 - In collaboration with the third-party administrator, [and workers' compensation counsel representing SMCFD \(when necessary\)](#), verify, review, reject, negotiate, and settle claims against ~~the Department~~[SMCFD](#) within established guidelines, and recommend the settlement of larger claims.
 - Coordinate and establish procedures to conform with CalOSHA, the Department of Transportation, and other regulatory agencies.
 - Development and oversee Return to Work (RTW) and Temporary Modified Work (TMW) programs.
 - Administer the Reasonable Accommodation interactive process in accordance with the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA).
 - Conduct or coordinate essential job function analysis.
 - Work with third party administrator to prepare and review reports and assist [Department SMCFD](#) in determining trends, cost, and budget needs in order to minimize workers' compensation exposure.

- Manage industrial disability retirement process. [Coordinate with SMCFD's attorney, when needed.](#)
 - Monitor and review current and proposed workers' compensation legislative changes to ensure compliance with stated regulations pertaining to business practices, policies, and procedures.
 - Coordinate disability leaves in accordance with federal and state laws and regulations.
 - Oversee the coordination of Family and Medical Leave (FML) and/or leaves of absence, ensure timely notifications to employees regarding their remaining options when all entitled leaves are exhausted, and consult with supervisors/managers on deviation from approved FML intermittent leave and/or fraudulent claims.
 - Maintain confidential employee medical files, including appropriate records of each medical leave and/or accommodation management case, related meetings and discussions, and the outcome of reasonable accommodation requests.
 - Prepare written communications to employees for documentation purposes, prepare a variety of reports, and make presentations to management and executive staff.
- **Investigations and Compliance**
 - Ensure adherence to labor laws and employment regulations.
 - Review complaints and determine scope of investigation, conduct or coordinate investigation interviews, and develop or review investigation reports.
 - Consult with the [Department's SMCFD's attorney](#) to determine the investigation process.
 - Conduct or coordinate audits of personnel or medical files as needed to ensure compliance with federal and state disability laws.
 - Partner with [Department's SMCFD's attorney](#) to make recommendations to reduce potential liability.
- **Training and Development (Non-Safety Employees)**
 - Conduct or coordinate training needs assessments.
 - Develop training plans and programs based on core competencies.
 - Conduct or coordinate mandated and non-mandated training sessions.
 - Maintain training records and materials.
 - Provide compliance reports regarding mandated training sessions to management.
 - Provide consultation on succession planning.
 - Oversee the administration of the Learning Management System (LMS), if utilized.
- **Benefits Administration**
 - Oversee the administration of [Department SMCFD](#) benefits to employees, including but not limited to health, dental, vision, life insurance, disability insurance, deferred compensation, pension, and flexible spending.
 - Conduct benefits orientation sessions with employees.
 - Initiate and terminate benefits enrollments as required, review, reconcile, and process invoices from benefits providers.

- Develop and implement policies and procedures to effectively manage benefits-related customer service-oriented processes; receive and respond to inquiries or complaints related to benefits eligibility.
 - Oversee, coordinate, or conduct audits of benefits to ensure compliance with regulations and guidelines; reconcile various reports.
 - Review and analyze benefits administration reports; analyze changes that affect employee eligibility for benefits and implement changes as necessary; identify employees affected by new/changed eligibility rules.
 - Conduct employee compensation analysis.
- **Classification and Salary Administration**
 - Develop and revise job specifications as needed.
 - Conduct or coordinate classification analysis and salary/compensation surveys.
 - Gather, calculate, and analyze salary survey data acquired from comparable jurisdictions required for new job classifications, salary adjustments, and pay equity transactions.
 - Conduct or coordinate position audits and related discussions with supervisors and managers responsible for the impacted position in order to ensure positions are classified appropriately.
 - Update and maintain the classification system.
 - Conduct or coordinate salary compaction studies.
 - Audit job specifications to ensure compliance and remove any artificial barriers.

FINANCE AND HUMAN RESOURCES

- **Enterprise Resource Platform (ERP) and Human Resources Information Systems (HRIS)**
 - Lead and assist in the implementation of Workday and other HR or Finance software and tools in support of [the DepartmentSMCFD](#).
 - Provide data analytics for HR and Finance decision making related to [the DepartmentSMCFD](#).
 - Provide responsive system, process, and technical support, in conjunction with IT, to [Department SMCFD](#) end users to troubleshoot and resolve ERP/HRIS system issues or workflow issues between ERP/HRIS modules.
 - Assist in identifying potential or required changes to business practices and procedures with the implementation of the ERP/HRIS system.
 - Collect reporting requirements from HR/Finance staff and [the DepartmentSMCFD](#) in implementing requested changes or creating new reports.
 - Respond to requests for information and assistance with the ERP/HRIS system and process various system transactions.
 - Understand and maintain integrations and secured data exchange between ERP/HRIS system and other internal applications and external vendors/service providers.
 - Track problems and requests for ERP/HRIS system enhancements and make enhancement recommendations as necessary.
 - Manage system access for SMCFD users of the ERP/HRIS systems.

- Oversee all required data entry into ERP/HRIS systems related to the administration of HR and Finance services.
- Maintain all records related to the administration of HR and Finance services.
- Develop and maintain a variety of transactions, data, reports, and presentations.

DRAFT

EXHIBIT B

PAYMENT SCHEDULES

In consideration of the full performance of the Finance and Human Resources services set forth in Exhibit A, SMCFD agrees to pay CITY a fee in the amounts as listed under this agreement:

Fiscal Year (FY) 2025-26:	\$—1,139,000
FY 2026-27:	\$—1,184,600
FY 2027-28:	\$—1,231,900
FY 2028-29:	\$—1,281,200
FY 2029-30:	\$—1,332,500

The cost basis for the initial year of the contract is as follows:

Position	Percentage of Time	Direct Cost
Human Resources Director	15%	\$46,000
Senior Human Resources Analyst	100%	\$214,000
Human Resources Analyst	100%	\$195,000
Finance Director	15%	\$50,000
Manager (Accounting and Budget)	50%	\$104,000
Payroll Supervisor/Sr. Management Analyst/Sr. Accountant	100%	\$197,000
Payroll Technician I/II	100%	\$155,000
Accounting Assistant I/II (A/R and Cash Management)	100%	\$119,000
Accounting Assistant I/II (A/P and Purchasing)	50%	\$59,000
Total		\$1,139,000

As noted in the proposal, the above positions encompass the aggregate FTE count required to serve SMCFD. Overall support will be provided by staff throughout both Finance and Human Resources Departments, with each respective department head providing oversight. One Senior HR Analyst will be assigned directly to SMCFD and will be physically located at SMCFD Headquarters, and one employee in the Finance Department will be designated as ~~the Department~~SMCFD's single point of contact to be the primary liaison between Finance and SMCFD. The agreement includes a 4% annual increase to account for the expected increase in employee compensation costs.

The City will invoice SMCFD on a quarterly basis for 25 percent of the annual fee amount on or about July 1, October 1, January 1, and April 1 of the fiscal year. Payment will be due within 30 days of the invoice date.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Matt Turturici, Fire Chief

Meeting Date: July 9, 2025

Subject: **Compensation and Benefit Plan Updates**

RECOMMENDATION

Adopt a resolution approving the revisions to the Compensation and Benefits Plans for the: (1) Firefighter Trainee, (2) Part-Time Employee, and (3) Fire Chief, Deputy Chiefs, and Business Manager.

BACKGROUND

The following is a summary of the revisions to the Compensation and Benefits Plans.

Firefighter Trainee

The Firefighter Trainee Compensation and Benefits Plan ("Trainee Plan") expires on June 30, 2025. Per the Trainee Plan, the Firefighter Trainee classification shall receive the same salary increase as the Firefighter classification to maintain the 85% salary alignment between Firefighter Trainee step 1 and Firefighter step 1. As a result, staff recommends the following salary adjustments:

- Effective the full pay period following June 20, 2025: three percent (3%) cost of living adjustment (COLA).
- Effective the full pay period following June 20, 2025: five percent (5%) equity adjustment.
- Effective the pay period including July 5, 2026: three percent (3%) cost of living.
- Effective the pay period including July 5, 2026: one percent (1%) equity adjustment.
- Effective the pay period including July 4, 2027: three percent (3%) cost of living.

The plan also reflects revisions to update and clarify language and ensure leaves are in compliance with federal and state laws.

Part-time Employee

The Part-Time Employee Compensation and Benefits Plan ("PTE Plan") will expire on June 30, 2025. The PTE Plan reflects revisions to update and clarify language and ensure leaves are in compliance with federal and state laws.

Fire Chief, Deputy Chiefs, and Business Manager

The Fire Chief, Deputy Chiefs, and Business Manager Compensation and Benefits Plan ("Management Plan") reflects revisions to update and clarify language and ensure leaves are in compliance with federal and state laws. Furthermore, staff recommends a 6% increase to the base salaries for both the Fire Chief

and Deputy Chiefs classifications and removal of the 6% management incentive pay for both classifications effective the first full pay period following Board adoption.

FISCAL IMPACT

The cost of benefits and salaries in the compensation and benefit plan is reflected in the budget. There is no budget impact as the 6% increase to salary for the Fire Chief, Deputy Chief and Business Manager is offset by the 6% decrease in management incentive pay.

ATTACHMENTS

- A. Resolution
- B. Firefighter Trainee Compensation and Benefits Plan
- C. Part-Time Employee Compensation and Benefits Plan
- D. Fire Chief, Deputy Fire Chiefs, Business Manager Compensation and Benefits Plan

RESOLUTION NO. RES-2025-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT APPROVING UPDATED COMPENSATION
AND BENEFIT PLANS FOR THE FIRE CHIEF, DEPUTY FIRE CHIEF, AND
BUSINESS MANAGER GROUP, THE PART-TIME GROUP, AND FIREFIGHTER
TRAINEE GROUP**

WHEREAS, the current Compensation and Benefits Plans for the Firefighter Trainees and Part-Time Employee Groups expire June 30, 2025; and,

WHEREAS, the current Compensation and Benefits Plans for the Deputy Chiefs and Fire Chief expired on November 19, 2024; and,

WHEREAS, staff has reviewed and prepared revisions to the existing Plan for each group, including some changes considered to be “housekeeping”; and,

WHEREAS, the Firefighter Trainee Compensation and Benefits Plan (“Firefighter Trainee Plan”) reflects revisions to update and clarify language and ensure leaves are in compliance with federal and state laws; and,

WHEREAS, the Firefighter Trainee classification shall receive the same salary increase as the Firefighter classification to maintain the 85% salary alignment between Firefighter Trainee step 1 and Firefighter step 1; and,

WHEREAS, effective the full pay period following June 20, 2025 a three percent (3%) cost of living adjustment (COLA) for the Firefighter trainees; and,

WHEREAS, effective the first full pay period following June 20, 2025 a five percent (5%) equity adjustment for the Firefighter trainees; and,

WHEREAS, effective the pay period including July 5, 2026, a three percent (3%) COLA for the Firefighter trainees; and,

WHEREAS, effective the pay period including July 4, 2027, a three percent (3%) COLA for the Firefighter trainees; and,

WHEREAS, effective the pay period including July 5, 2026, a one percent (1%) equity adjustment for the Firefighter trainees; and,

WHEREAS, the Part-Time Employee Compensation and Benefits Plan (“Part-Time Employee Plan”) reflects revisions to update and clarify language and ensure leaves are in compliance with federal and state laws; and,

WHEREAS, the Fire Chief, Deputy Chiefs, and Business Manager Compensation and Benefits Plan (“Chief Plan”) reflects revisions to update and clarify language and ensure leaves are in compliance with federal and state laws; and,

WHEREAS, a 6% increase to the base salaries for both the Fire Chief and Deputy Chiefs classifications is recommended effective the first full pay period following Board adoption; and,

WHEREAS, removal of the 6% management incentive pay for the Fire Chief and Deputy Chiefs classifications is recommended following the first full pay period following Board adoption.

FISCAL IMPACT

The cost of benefits and salaries in the compensation and benefit plans are reflected in the budget. There is no budget impact as the 6% increase to salary for the Fire Chief, Deputy Chief and Business Manager is offset by the 6% decrease in management incentive pay.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department hereby approves the following revised Compensation and Benefits Plans, which are attached and incorporated hereto:

1. Management Unit (Fire Chief, Deputy Chiefs, and Business Manager Compensation and Benefits Plan
2. Part-Time (Hourly, Per Diem) Compensation and Benefit Plan
3. Firefighter Trainee Compensation and Benefit Plan

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 9th of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

SAN MATEO CONSOLIDATED FIRE DEPARTMENT
Firefighter Trainee
Compensation and Benefits Plan

Effective ~~May 25, 2022~~ July 1, 2025 to ~~June 30,~~
~~2025~~ June 30, 2028

FIREFIGHTER TRAINEE Compensation and Benefits Plan

The San Mateo Consolidated Fire Department (hereinafter called “Department”) provides the following wages, hours, and other terms and conditions of employment to Firefighter Trainees as described in this San Mateo Consolidated Fire Department Firefighter Trainee Compensation and Benefits Plan (hereinafter called the “Plan”).

1. Definitions

As used in this Plan, an employee is an employee working “at will” on a full-time basis. An “at will” employee is defined as an employee who is not in the competitive service, serves at the pleasure of the Fire Chief and may be removed from service at any time, with or without cause. “At will” employees are not entitled to a hearing upon termination.

2. Salary and Classification

Salary Rates

A Step 3 is being added to the previous two-step salary range. The salary rates for all classifications are listed in Appendix A. As of July 10, 2022, Step 1 for a Firefighter Trainee will be set at 85% annual salary for Step 1 Firefighter. During the duration of this Plan, when the Firefighter classification (as covered by the MOU between the Department and San Mateo County Firefighters, IAFF Local 2400) gets a negotiated salary increase, the Firefighter Trainee classification will get the same increase to maintain the 85% alignment between Firefighter Trainee Step 1 and Firefighter Step 1.

Starting Salary

Employees are normally hired at the bottom of the three-step salary range unless they are exceptionally qualified, and a higher starting salary is approved by the Fire Chief.

Step or Salary Increases

A salary increase is based upon a review and evaluation of the Employee’s job performance as specified in Section 6.

All changes in compensation will become effective on the first payroll following the effective date of the compensation change.

3. Work Week

The regular workweek for employees occupying full-time positions in classifications other than for personnel assigned to fifty-six (56) hours per week

shall consist of eighty (80) hours in each two-week pay period. The typical work week for a “forty-hour employee” is five (5) consecutive days of eight (8) hours per day. Alternate work schedules may be provided with the approval of the Fire Chief or his/her designee.

4. Overtime Pay

40 Hour and 56 Hour Work Week - Employees are eligible for overtime pay at time and one-half their regular rate of pay when required to work more than a 40-hour week. An employee’s workweek shall begin at 12:01 a.m. Sunday and ends at 11:59 p.m. the following Saturday, unless otherwise designated by the Fire Chief.

5. Benefits

A. CalPERS Retirement Benefits - Retirement benefits shall be provided under applicable legislation pertaining to the Public Employees' Retirement System. The Department currently provides the following retirement benefits:

a. 2.7% @ 57 with highest average annual pensionable compensation earned during 36 consecutive months of service.

B. Employee Contributions - Employees shall pay 50% of the total normal cost rate in accordance with Government Code 7522.30. The contributions toward employer rate will be pre-tax under 414(h)2.

The contributions toward employer rate shall not be credited to the employee account at PERS and shall not be reimbursed to the contributor by the Department at any time for any reason. The contributions toward employer rate will be pre-tax under 414(h)2. In the event the Internal Revenue Service determines these contributions cannot be done pre-tax, the Department will move forward with a PERS contract amendment under Government Code Section 20516(a) as soon as administratively feasible. If the agreement to cost share under Government Code 20516(f) reduces or limits an employee’s benefit base or reportable compensation to PERS during the term of this MOU, the Department agrees to reopen on this item upon the Unit’s request.

C. PERS Health Benefits

CalPERS Eligible Employees may participate in the CalPERS health programs and will receive the minimum contribution required under the Public Employees’ Medical Care and Hospital Act (PEMCHA) and Affordable Care Act (ACA). In addition, if a CalPERS Eligible Employee elects to enroll in a CalPERS health plan, the employee will receive a monthly group benefit allowance equal to one hundred percent (100%) of the current monthly group benefit allowance established for full-time Department employees set forth in the MOU between the Department and the San Mateo County Firefighters, Local 2400 IAFF.

However, if a CalPERS Eligible Employee does not enroll in a CalPERS health plan, the employee is not eligible for and will not receive any of the “No Plan” group benefit allowance.

D. Sick Leave

Eligibility:

Employees who work for 30 or more days within a year from the beginning of employment are entitled to paid sick leave. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked (including overtime), paid at the Employee’s regular wage rate. Accrual begins on the first day of employment up to a maximum accrual of ~~forty twenty-four~~ (4024) hours per twelve (12) month fiscal year (July 1 to June 30).

Accrued sick leave may be carried over to the following fiscal year.

Usage:

An Employee may use accrued paid sick leave in one-half hour increments for himself/herself or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking. Family member includes , parent, spouse, registered domestic partner, child, registered domestic partner’s child, parent-in-law, sibling, grandparent, or grandchild. An Employee may use a maximum of twenty-four (24) hours or three (3) days of accrued paid sick leave per fiscal year.

If the need for paid sick leave is foreseeable, the Employee shall provide reasonable advance notice to his/her supervisor. If the need for paid sick leave is unforeseeable, the Employee shall provide notice of the need for the leave as soon as practicable. Fire Chief or designee may require employees to support the use of paid sick leave with a physician’s note for each absence regardless of the leave duration. Fire Chief or designee shall certify all approved or unapproved paid sick leave and maintain accurate records of paid sick leave use to determine the possible abuse of leave.

An employee will not be paid or otherwise compensated for any unused, accrued sick leave at the end of his/her employment relationship with the Department. If an employee is rehired within one (1) year of his/her termination date, his/her previously unused, accrued sick leave bank will be reinstated.

Protected Sick Leave and Bereavement Leave

Protected sick leave shall be granted in accordance with federal and state

laws, including but not limited to the Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave.

Sick leave may be used to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking.

-

For the purpose of this subsection "immediate family" means:

Parent (biological, adoptive, foster-parent, stepparent, grandparent or legal guardian of an employee or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership or a notarized Declaration of Domestic Partnership filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child);

Spouse or domestic partner (upon submission of a written affidavit for domestic partnership or a notarized Declaration of Domestic Partnership filed with the California Secretary of State);

Child (biological, adopted, foster-child, stepchild, grandchild, legal ward or child to whom the employee stands in loco parentis);

Sibling; and

An "immediate family" member also includes a "designated person". The employee shall identify their "designated person" at the time the employee requests the leave. Employees are limited to one (1) "designated person" per 12-month period.

Employees may use their eligible leave balances (e.g., sick leave and vacation) to remain on paid status. Bereavement Leave may be taken intermittently and shall be completed within three (3) months of the date of death of the immediate family member.

Bereavement Leave shall be tracked separately from other types of leave. For purposes of bereavement leave only, immediate family member shall be defined as: mother, stepmother, father, stepfather, husband, wife, domestic partner, child of domestic partner, son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, stepbrother, sister, stepsister, foster parent, foster child, mother-in-law and father-in-law, son-

in-law, daughter-in-law, brother-in-law or sisters-in-law, spouse's grandparents, or any other person sharing the relationship of in loco parentis.

Family-School Partnership Act Leave

California Government Code Section 230.8 entitles employees who are a parent, legal guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child in a licensed daycare facility or school (from birth through grade 12) up to forty (40) hours off per year (pro-rata based on hours worked), with a maximum of eight (8) hours per calendar month, to participate in school activities. Employees shall utilize vacation or compensatory time, for the purposes of the planned absence. The type of leave used by the employee shall be at the sole discretion of the employee. Employees shall not use sick leave for the purposes of the planned absence. Employees who do not have any accrued vacation, compensatory time, or Executive/FLSA Exempt Management leave are permitted to utilize leave without pay for this purpose. Employees shall give reasonable notice to their supervisor of the school activity planned absence and upon return to work, provide to their supervisor documentation from the school or licensed childcare provider as proof that the employee engaged in child-related activities. A Department Head shall not deny a request for this leave except for reasons critical to the department operations.

E. Dental Insurance

The Department shall provide for one hundred percent (100%) coverage on routine maintenance and eighty percent (80%) on minor and major dental work with a maximum payment of three thousand dollars (\$3,000) per eligible employee and covered dependent per year. A lifetime orthodontic benefit of three thousand five hundred dollars (\$3,500) shall be provided to eligible employee and dependents. The Department may self-insure to provide equal or better benefits. If the dental insurance benefit for the classifications covered by the MOU between the Department and the San Mateo County Firefighters Local 2400 IAFF changes, benefits for employees covered by this Plan will be changed to match.

F. Vision Insurance

The Department shall provide vision insurance for the eligible employee and covered dependents. Vision coverage shall provide annual exams, lenses, and frames with a twenty-five dollars (\$25.00) annual deductible. If the vision insurance benefit for the classifications covered by the MOU between the Department and the San Mateo County Firefighters Local 2400 IAFF changes, benefits for employees covered by this Plan will be changed to match.

G. Life Insurance/Accidental Death and Dismemberment

The Department shall provide the following benefits or their equivalent:

- a. Two hundred thousand dollars (\$200,000) life insurance.
- b. AD&D two hundred thousand dollars (\$200,000) accidental death and dismemberment.

6. Performance Evaluations

Employees are to be given performance evaluations regularly. Continued improvement and efficient and effective service may warrant a salary step increase.

Upon written justification and Fire Chief or designee approval, an Employee who demonstrates exceptional leadership ability and job performance may be given a salary step increase..

7. Duration:

This Plan shall take effect on ~~May 25, 2022~~ July 1, 2025 and remain in effect until June 30, 2028~~25~~.

Appendix A

Salary Schedule

Effective ~~May 25, 2022~~ July 6, 2025

Classifications Covered:
 Firefighter Trainee - 40
 Firefighter Trainee - 56

JOB CODE	TITLE	EXEMPT STATUS	STEPS	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
3143	FIREFIGHTER TRAINEE-56	NE	STEP 1	38.6832	4332.5158	9387.1175	112645.4100
			STEP 2	40.4216	4527.2162	9808.9683	117707.6200
			STEP 3	42.2374	4730.5862	10249.6033	122995.2400
3142	FIREFIGHTER TRAINEE-40	NE	STEP 1	54.1564	4332.5158	9387.1175	112645.4100
			STEP 2	56.5902	4527.2162	9808.9683	117707.6200
			STEP 3	59.1323	4730.5862	10249.6033	122995.2400

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT
PART-TIME EMPLOYEE**

Compensation and Benefits Plan

Effective ~~May 25, 2022~~ July 1, 2025 – ~~June 30, 2025~~ June 30,
2028

SAN MATEO CONSOLIDATED FIRE DEPARTMENT PART-TIME EMPLOYEE

Compensation and Benefits Plan

July 1, 2025~~May 25, 2022~~ through ~~June-~~

~~30, 2025~~ June 30, 2028

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**PART-TIME EMPLOYEE
Compensation and Benefits Plan**

The San Mateo Consolidated Fire Department (hereinafter called “Department”) provides the following wages, hours, and other terms and conditions of employment to two categories of Part-Time Employees – Casual Employees and Part-Time CalPERS Eligible Employees (hereinafter called “Part-Time Employees” or “Employees”) – as described in this San Mateo Consolidated Fire Department Part-Time Employee Compensation and Benefits Plan (hereinafter called the “Plan”).

1. Definitions

As used in this Plan, a Part-Time Employee is an employee working “at will” and not on a full-time basis. An “at will” employee is defined as an employee who is not in the competitive service, serves at the pleasure of the Fire Chief and may be removed from service at any time, with or without cause. “At will” employees are not entitled to a hearing upon termination.

Casual Employees

Casual Employees are defined as those employees who work on a per diem, seasonal or temporary basis, and do not work sufficient hours to meet the mandated CalPERS benefits criteria. Casual Employees are not eligible for benefits under any portion of Sections 4.A and/or 4.C of this Plan.

Part-Time CalPERS Eligible Employees

Part-Time CalPERS Eligible Employees are those employees who qualify for participation as an “employee” as defined by the Public Employees’ Retirement Law in the Department’s CalPERS defined benefit plan. Part-Time CalPERS Eligible Employees are eligible to participate in CalPERS pension and health insurance programs and other benefit programs as provided in Sections 4.A and 4.C.

2. Salary and Classification

Salary Rates

The salary range and rates for all classifications are equivalent to the corresponding merit classifications, as reflected in the merit salary schedule adopted by the Board of Directors.

Starting Salary

Part-Time Employees are normally hired at the bottom of the salary range unless they are exceptionally qualified, and a higher starting salary is approved by the Fire Chief.

Step or Salary Increases

A salary increase is based upon a review and evaluation of the Employee's job performance as specified in Section 5. Employees must receive at least a satisfactory rating, as indicated on the evaluation form, in order to be considered for a salary increase.

Casual Employees who work on a seasonal basis must receive an evaluation rating of "above average" or higher during the last seasonal appointment to receive a step increase upon reemployment to the same seasonal classification. When Casual Employees who work on a seasonal basis are re-hired to fill a seasonal position in a classification previously held, step increases are not automatic, even with an "above average" or higher evaluation rating. Step increases will be at the Fire Chief's discretion based on the above criteria.

Step increases may be granted when incumbent Employees are assigned additional responsibilities and/or when they have obtained additional knowledge/coursework pertaining to the job responsibilities.

All changes in compensation will become effective on the first day of the pay period that includes the effective date of the compensation change.

3. Overtime Pay

Part-Time Employees are eligible for overtime pay at time and one-half their regular rate of pay when required to work more than a standard 40-hour week. A Part-Time Employee's workweek shall begin at 12:01 a.m. Sunday and ends at 11:59 p.m. the following Saturday, unless otherwise designated by the Fire Chief.

4. Benefits

Deferred Compensation

The Department shall contribute 3.75% of base wages to all employees' 457 Part Time/Season (PTS) deferred compensation account. Employees shall contribute 3.75% of base wages to employee's 457 PTS deferred compensation account. Employees may be eligible to make voluntary contributions, above the mandatory employee contribution of 3.75%.

A. Part-Time CalPERS Eligible Employees

Retirement – PERS Membership

Eligibility:

1. Persons who are already members of CalPERS.
2. Persons whose appointment fixes a term of full-time, continuous service in excess of six months or the position requires regular, full-time service for at least an average of 20 hours per week for one year or longer.
3. “Monitored” qualification
 - No length of appointment is specified, but full-time employment continues longer than six months.
 - Person works more than 125 days in a fiscal year if paid on a “per diem” (i.e., “per day” and for this purpose “day” means eight hours of employment) basis.
 - Person works 1,000 hours in a fiscal year if paid on other than a per diem basis. Any overtime hours worked is counted as qualifying time.
 - Miscellaneous employees will be provided with the 2% @ 62 retirement benefit formula with final pension calculated on the average highest annual compensation over a consecutive 36-month period.

PERS Health Benefits

Part-Time CalPERS Eligible Employees may participate in the CalPERS health programs and will receive the minimum contribution required under the Public Employees’ Medical Care and Hospital Act (PEMCHA) and Affordable Care Act (ACA). In addition, if a Part-Time CalPERS Eligible Employee elects to enroll in a CalPERS health plan, the employee will receive a monthly group benefit allowance equal to seventy five percent (75%) of the current monthly group benefit allowance established for full-time Department employees set forth in Compensation and Benefit Plan/MOU which includes the employee’s job classification. However, if a Part-Time CalPERS Eligible Employee does not enroll in a CalPERS health plan, the employee is not eligible for and will not receive seventy five percent (75%) of the “No Plan” group benefit allowance

B. Casual Part-Time Employees

Sick Leave

Eligibility:

Part-Time Employees who work for 30 or more days within a year from the beginning of employment are entitled to paid sick leave. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked (including overtime), paid at the Employee's regular wage rate. Accrual begins on the first day of employment up to a maximum accrual of ~~forty two~~ forty (24 40) hours per twelve (12) month fiscal year (July 1 to June 30).

Accrued sick leave may be carried over to the following fiscal year. The maximum accrual is forty-eight (48) hours.

Usage:

A Part-Time Employee may use accrued paid sick leave in one-half hour increments beginning on the 90th day of employment for himself/herself or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking. Family member includes a child, parent, spouse, registered domestic partner, parent-in-law, sibling, grandparent, or grandchild. A Part-Time Employee may use a maximum of twenty-four (24) hours or three (3) days of accrued paid sick leave per fiscal year.

If the need for paid sick leave is foreseeable, the Employee shall provide reasonable advance notice to his/her supervisor. If the need for paid sick leave is unforeseeable, the Employee shall provide notice of the need for the leave as soon as practicable. Fire Chief or designee may require Part-Time Employees to support the use of paid sick leave with a physician's note for each absence regardless of the leave duration. Fire Chief or designee shall certify all approved or unapproved paid sick leave and maintain accurate records of paid sick leave use to determine the possible abuse of leave.

A Part-Time Employee will not be paid or otherwise compensated for any unused, accrued sick leave at the end of his/her employment relationship with the Department. If a Part-Time Employee is rehired within one (1) year of his/her termination date, his/her previously unused, accrued sick leave bank will be reinstated.

Protected Sick Leave and Bereavement Leave

Protected sick leave shall be granted in accordance with federal and state laws, including but not limited to the Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave.

Sick leave may be used to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking.

For the purpose of this subsection "immediate family" means:

Parent (biological, adoptive, foster-parent, stepparent, grandparent or legal guardian of an employee or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership or a notarized Declaration of Domestic Partnership filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child);

Spouse or domestic partner (upon submission of a written affidavit for domestic partnership or a notarized Declaration of Domestic Partnership filed with the California Secretary of State);

Child (biological, adopted, foster-child, stepchild, grandchild, legal ward or child to whom the employee stands in loco parentis);

Sibling; and

An "immediate family" member also includes a "designated person". The employee shall identify their "designated person" at the time the employee requests the leave. Employees are limited to one (1) "designated person" per 12-month period.

Employees may use their eligible leave balances (e.g., sick leave and vacation) to remain on paid status. Bereavement Leave may be taken intermittently and shall be completed within three (3) months of the date of death of the immediate family member.

Bereavement Leave shall be tracked separately from other types of leave. For purposes of bereavement leave only, immediate family member shall be defined as: mother, stepmother, father, stepfather, husband, wife, domestic partner, child of domestic partner, son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, stepbrother, sister, stepsister, foster parent, foster child, mother-in-law and father-in-law, son-in-law, daughter-in-law, brother-in-law or sisters-in-law, spouse's

grandparents, or any other person sharing the relationship of in loco parentis.

Family-School Partnership Act Leave

California Government Code Section 230.8 entitles employees who are a parent, legal guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child in a licensed daycare facility or school (from birth through grade 12) up to forty (40) hours off per year (pro-rata based on hours worked), with a maximum of eight (8) hours per calendar month, to participate in school activities. Employees shall utilize vacation or compensatory time, for the purposes of the planned absence. The type of leave used by the employee shall be at the sole discretion of the employee. Employees shall not use sick leave for the purposes of the planned absence. Employees who do not have any accrued vacation, compensatory time, or Executive/FLSA Exempt Management leave are permitted to utilize leave without pay for this purpose. Employees shall give reasonable notice to their supervisor of the school activity planned absence and upon return to work, provide to their supervisor documentation from the school or licensed childcare provider as proof that the employee engaged in child-related activities. A Department Head shall not deny a request for this leave except for reasons critical to the department operations.

No Other Benefits for Casual Part-Time Employees

Casual Part-Time Employees are not eligible for any benefits other than the deferred compensation benefits and the sick leave benefits specified in Section 4.B. Casual Part-Time Employees are not Regular Part-Time Employees as defined in the Department Personnel Rules and Regulations and are not eligible for any benefits provided to Regular Part-Time Employees under the Department Personnel Rules and Regulations.

C. Part-Time CalPERS Eligible Employees

This Plan creates a separate class of Regular Part-Time Employees. Persons whose appointment fixes regular part-time service for at least an average of 30 hours per week for one year or longer shall accrue sick leave, vacation leave and holiday pay at seventy five percent (75%) of the accrual rate established for full time employees in the same job classification set forth in the Compensation and Benefit Plan which covers the job classification. Part-Time CalPERS Eligible Employees may also participate in flexible spending accounts and the 457(b) deferred compensation plan. Part-Time CalPERS Eligible Employees shall accrue sick leave as set forth in this Section 4.C. and not as stated in Section 4.B. above.

5. **Performance Evaluations**

Part-Time Employees will be given a performance evaluation six months after the date of hire and annually thereafter. Continued improvement and efficient and effective service will warrant a salary step increase.

Part-Time Employees who work on a seasonal basis are evaluated at the end of each seasonal appointment prior to the last day of the assignment. Additional evaluations may be conducted at the supervisor's discretion.

Supervisors who work with all other Casual Employees are encouraged to evaluate performance informally on an as-needed basis.

Upon written justification and Fire Chief or designee approval, an Employee who demonstrates EXCEPTIONAL leadership ability and job performance may be given a merit raise before meeting the time requirements set forth above, if he/she displays outstanding job performance.

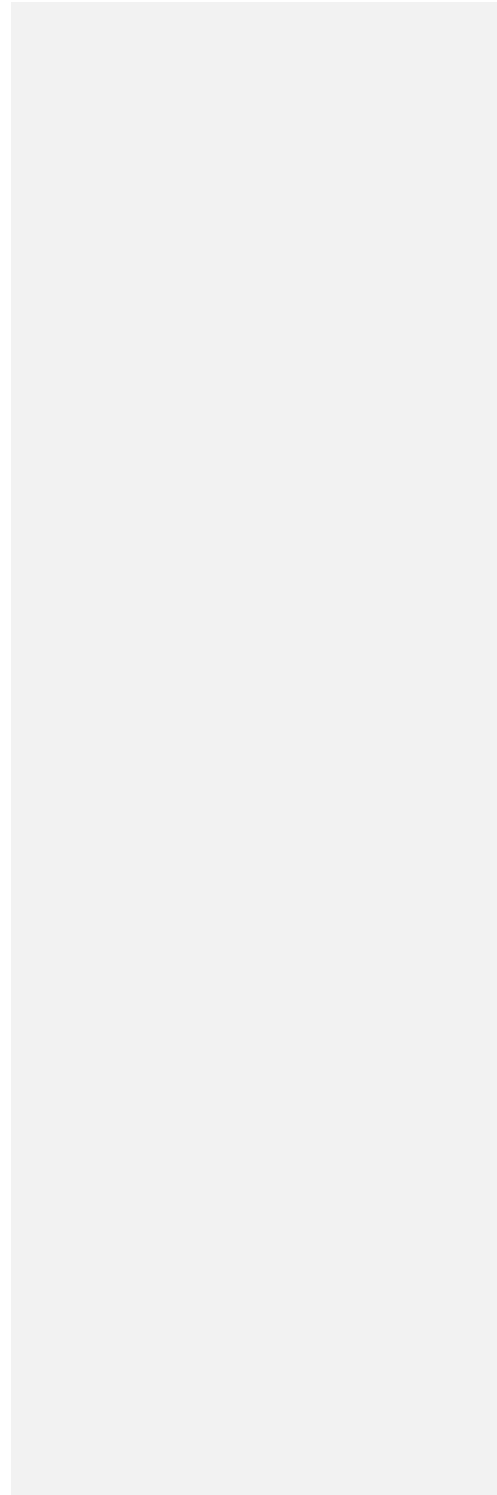
6. **Duration**

This Plan shall take effect on ~~May 25, 2022~~ July 1, 2025 and remain in effect until ~~June 30, 2025~~ June 30, 2028.

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Appendix A
Part-Time Employees
Classifications

For classifications covered, please see the current salary schedule. Additional classifications may be added based on Department needs.



**COMPENSATION AND BENEFITS PLAN
FOR
FIRE CHIEF,
DEPUTY FIRE CHIEFS,
and
BUSINESS MANAGER**

Effective April 12, 2023

Restated as of ~~November 19, 2024~~ July 9, 2025

**COMPENSATION AND BENEFITS PLAN
FOR
THE FIRE CHIEF, DEPUTY FIRE CHIEFS, AND BUSINESS MANAGER
Rev. ~~November 19, 2024~~ July 9, 2025**

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**COMPENSATION AND BENEFITS PLAN
FOR
THE FIRE CHIEF, DEPUTY FIRE CHIEFS, AND BUSINESS MANAGER**

The San Mateo Consolidated Fire Department (hereinafter called "Department") provides the following wages, hours, and other terms and conditions of employment to its Fire Chief, Deputy Fire Chiefs and Business Manager as described in this Compensation and Benefits Plan (hereinafter called the "Plan").

All positions are at-will employees as defined in the Department Personnel Rules & Regulations Section 6.04.

The Fire Chief and Deputy Fire Chiefs are considered safety positions and the Business Manager position is a non-safety position.

ARTICLE I WAGES & BENEFITS

Section 1 - Wages

A three-step salary range has been established for the Fire Chief and Deputy Fire Chief, and a 5-step salary range has been established for the Business Manager classification. The current salary ranges are based on a forty-hour work week and are listed on the San Mateo Consolidated Fire Department Merit Salary Schedule. Initial Fire Chief salary step is determined by the Fire Board. The Fire Chief determines initial salary step for the Deputy Fire Chiefs and Business Manager.

Salary increases for all positions covered in this plan will be at the discretion of the Fire Board.

Section 2 - Retirement

Retirement benefits shall be provided under applicable legislation pertaining to the Public Employees' Retirement System (PERS).

The Department currently provides the following retirement benefits:

Safety (Fire Chief and Deputy Fire Chiefs)

- 2.7% @ 57 with highest average annual pensionable compensation earned during 36 consecutive months of service for all local safety members hired on or after January 13, 2019 and all "new" members hired on or after January 1, 2013.
- Classic employees, as defined by Section 7522.05 of the Government Code, are responsible to pay the entire employee share (9.0%)

Effective July 12, 2020, classic members and new members hired on or after January 1, 2013 shall pay 50% of the total normal cost rate, with a cap of 14% for Classic members, in accordance with Government Code 7522.30. The contributions toward employer rate will be pre-tax under 414(h)2.

The contributions toward employer rate shall not be credited to the employee account at PERS and shall not be reimbursed to the contributor by the Department at any time for any reason. The contributions toward employer rate will be pre-tax under 414(h)2. In the

event the Internal Revenue Service determines these contributions cannot be done pre-tax, the Department will move forward with a PERS contract amendment under Government Code Section 20516(a) as soon as administratively feasible. If the agreement to cost share under Government Code 20516(f) reduces or limits an employee's benefit base or reportable compensation to PERS during the term of this MOU, the Department agrees to reopen on this item upon the Unit's request.

Miscellaneous (Business Manager)

The Department contracted with the Public Employees Retirement System (PERS) to provide employees with a retirement formula that conforms to the Public Employees' Pension Reform Act (PEPRA). The retirement formula for new employees is 2% @ 62 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-month period. This retirement tier applies to a) all local miscellaneous members hired after January 13, 2019, and b) new members. A new member is (a) someone who has never been in PERS or a reciprocal retirement system or (b) someone previously in PERS or a reciprocal retirement system, but who has a gap of at least six (6) months since being covered by any of those pension systems. PERS refers to employees hired before January 1, 2013 as classic members.

Miscellaneous Employees Hire Date	Retirement Benefit Formula
"Classic Member" as defined by Section 7522.05 of the Government Code hired before 1/13/2019	2.0% @ 55
All members hired by Department after 1/13/19 or "New Members" hired on or after 1/1/2013	2.0% @ 62

Employee contributions to PERS shall be administered in accordance with Internal Revenue Code Section 414(h)(2).

The Department has contracted with PERS to provide the 4th Level of 1959 Survivor Benefits.

The Department has contracted with PERS to provide the Military Service Credit.

The Department has contracted with PERS for sick leave conversion to service credit upon retirement.

Section 3 - Probationary Period for Business Manager

The initial probationary period for new employees shall be for a period of not less than twelve (12) months of actual service. Further provisions regarding probationary periods are found in the Department Personnel Rules and Regulations (hereinafter called "Department Personnel Rules").

Section 4 - Special Pay and Allowances

Uniform Allowance

Initial Uniform Allowance

The Department shall provide two (2) standard uniforms in accordance with the department's uniform policy upon initial hire

Uniform Allowance

Fire Chief and Deputy Chiefs shall receive a uniform allowance of thirty-eight dollars and forty-six cents (\$38.46) per pay period.

The Department has an interest in requiring all safety employees to have a Class A uniform. The Department will provide all necessary adjustments and components of the Class A uniform for the Fire Chief and Deputy Fire Chiefs.

Standard Uniform

All Safety personnel will be required to wear a standard uniform. The Fire Chief and Deputy Fire Chief uniform will be in accordance with the Department SOPs and the Battalion Chiefs MOU.

Miscellaneous (Business Manager)

The Department, upon request, will provide an employee with an initial 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.

Educational Incentive Pay

As set forth below, a qualifying employee shall be entitled to educational incentive pay for completing and becoming certified in qualifying educational courses and topics.

Educational Incentive pay is paid on a biweekly basis, beginning the first full pay period of the month following the date of submittal or certification and acceptance by the Department.

Eligibility

The maximum amount of educational incentive payment to be provided shall be two hundred sixty dollars (\$260) per month, paid biweekly (Deputy Chiefs) and two hundred dollars (\$200) per month, paid biweekly (Business Manager).

As a pre-requisite for an employee to receive Educational Incentive Pay, the Department's Human Resources Staff must first evaluate and approve the courses, certifications, degrees, and other educational units that form the basis for the Educational Incentive Pay. The courses, certifications, degrees, and other educational units must be related to the employee's position or duties.

Qualifications

Minimum qualifications for the one hundred fifty dollars (\$150) per month rate shall be any of the following:

- Associate of Arts Degree
- or
- Officer Certification
- or
- Sixty college level units

Minimum qualifications for the two hundred sixty dollars (\$260) per month rate for the Deputy Chiefs and two hundred dollars (\$200) per month rate for the Business Manager shall be any of the following:

- Bachelor's degree
or
- One hundred twenty (120) college level units

Hazardous Materials Chief Officer Educational Incentive Pay

Effective January 13, 2019 (the date the Department began operations) qualifying employees were compensated for education, training, and expertise in preventing, responding to, and overseeing emergencies involving hazardous materials, which the Department previously referred to as "Haz-Mat" pay. The training and expertise for those duties is classified as Educational Incentive Pay.

Duties & Eligibility

The Department is the designated provider of hazardous material (haz-mat) emergency response and preparedness services across all of San Mateo County. San Mateo County requires the Department to designate a "Chief Haz-Mat Officer" who oversees the Department's haz-mat response operations in resulting from accidents, natural disasters, acts of terrorism, or other catastrophic events. The Chief Haz-Mat Officer responds to and provides incident management at a scene, develops emergency management drills and training, and assists with implementing emergency preparedness and planning policies, among other duties.

The Chief Haz-Mat Officer's duties require specialized education and training. The Chief Haz-Mat officer must possess the appropriate training and skills related to hazardous material response operations, and shall achieve certification in educational courses on those topics.

The Chief Haz-Mat Officer will have the ability to work within parameters set forth by the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

As a pre-requisite for an employee to receive Hazardous Materials Chief Officer Educational Incentive Pay, the Fire Chief or their designee must first evaluate and approve the courses, certifications, degrees, and other educational units that form the basis for the incentive pay. The courses, certifications, degrees, and other educational units must be related to the employee's position or duties as Hazardous Materials Chief Officer.

Examples of educational certifications may include, but are not limited to, the following. The Fire Chief may accept alternative/equivalent certifications.

- Hazardous Materials – Technician/Specialist
- Hazardous Materials – Weapons of Mass Destruction
- Safety Officer Course – Haz-Mat
- S-215 – Fire Operations in Wildland/Urban Interface
- S-219 Firing Operations
- S-290 – Intermediate Wildland Fire Behavior
- S-330 – Task Force/Strike Team Leader
- S-404 - Safety Officer for Haz-Mat Response
- Fire Management 1 – Management/Supervision for Company Officers

- Fire Command 1A – Command Principals for the Company Officer
- Fire Command 1B – Incident Management for Company Officers
- Fire Command 2A – Command Tactics at Major Fires
- Fire Command 2B - Management of Major Hazardous Materials Incidents
- Fire Command 2C – High Rise Fire Fighting Tactics
- Fire Command 2D – Planning For Large Scale Disasters
- Fire Command 2E – Wildland Fire Fighting Tactics

The Chief Haz-Mat Officer shall receive educational incentive pay at the rate of 6% of base pay, paid biweekly.

Deployment Pay for Deputy Chiefs

At the discretion of the Fire Chief, a Deputy Chief may be deployed on Out of County Assignments as part of the California Master Mutual Aid Agreement. If deployed, a Deputy Chief would be paid "portal-to-portal" (beginning at time of initial dispatch from home base to time of return to home base). For those portal-to-portal hours, the Deputy Chief will be paid straight time for regularly scheduled work hours and 1.5 times their hourly rate for hours in addition to their regularly scheduled hours.

Management Incentive Pay (MIP)

~~In addition to their classification as safety employees, the Fire Chief and Deputy Chief positions are managerial positions that oversee the Department's administration, operations, and personnel.~~

~~Due to the unique nature of these positions and the supervisory and administrative duties they involve, which are in addition to duties involving emergency response, the Department provides these positions a 6% MIP rate.~~

Cell Phone

The cost of a cell phone used for department business shall be at the discretion of the Fire Chief.

If a Department cell phone is not provided, a monthly stipend of \$30 a month will be paid bi-weekly.

Section 5 - Department Provided Vehicles and Vehicle Allowances

Employees shall be provided a Department vehicle, as determined to be appropriate by the Fire Chief or Fire Board.

Employees using a department vehicle must sign a "Vehicle Use Declaration & Acknowledgement Form."

Section 6 - Leave Accruals

Employees shall accrue vacation leave, sick leave, and holiday leave on a pro-rata basis in proportion to regular hours on the payroll. Credit shall not be received for time off without

pay. Vacation leave, sick leave, and holiday credits shall accrue from date of appointment.

Absences of less than four hours shall not be deducted from leave balances. Employees are expected to work a minimum of 40 hours per week, with schedules that may vary from day to day based on workplace needs.

Section 7 - Flexible Benefits Plan

Safety (Fire Chief and Deputy Fire Chiefs)

Flexible Benefits Plan - The Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution or CalPERS MEC whichever is greater, towards group medical insurance or No Plan) per month towards the flexible benefit plan.

	Effective January 2023	Effective January 2024	Effective January 2025	Effective January 2026
No Plan	\$380	\$380	\$380	\$380
Employee Only	\$1,044	\$1,107	\$1,173	\$1,243
Employee +1	\$2,087	\$2,212	\$2,345	\$2,486
Family	\$2,717	\$2,880	\$3,052	\$3,235

No Plan Eligibility - If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, or through a parent's insurance, the employee may waive the Department's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the Department plan. If an employee selects the No Plan option, the JPA contribution shall be deposited to the employees deferred compensation account.

If an employee selects a plan, whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the month premium that exceeds the amounts listed above through payroll deduction.

During the term of this MOU, the maximum monthly out of pocket premium payment of an employee who selects Kaiser will not exceed 10% of the monthly premium for Kaiser at the level selected (employee only, employee + 1 or Family). If the Kaiser monthly premium exceeds the negotiated flat dollar monthly contribution above, and an employee selects a plan whose monthly premium is less than the Kaiser premium, then the employee's maximum contribution shall be up to 10% of the selected plan's monthly premium. For example: if the Departments contribution is \$2,100 per month and the employee selects a plan whose cost is \$2,500 a month the employee contribution will be \$400 per month. If the Departments contribution is \$2,100 per month, but Kaiser premium is \$4,000 per month then the employee maximum contribution would be \$400 per month or 10% of the Kaiser premium.

Miscellaneous (Business Manager)

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:

As of the first full pay period of 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. The Department's contribution toward No Plan (to be deposited into employee's 457 Deferred Compensation Plan account) will be \$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.

No Plan Eligibility

If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, or through a parent's insurance, the employee may waive the Department's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the Department's plan. The Department's No Plan contribution shall be made to the employee's deferred compensation account. Employees who opt out of health plan coverage through the Department must annually provide proof of insurance through a spouse, parent or state-registered domestic partner in order to be eligible for the "no plan" contribution amount above. Family members include state-registered domestic partners and their dependents as recognized by the State of California. The Department's contribution for part-time merit employees working less than forty hours per week shall be prorated. The Department's payment for No Plan will be similarly prorated for part-time merit employees working less than forty hours per week.

Section 8 – Dental/Vision Insurance

Dental Insurance

Safety (Fire Chief and Deputy Fire Chiefs)

The Department shall provide for one hundred percent (100%) coverage on routine maintenance and eighty percent (80%) on minor and major dental work with a maximum payment of three thousand dollars (\$3,000) per eligible employee and covered dependent per year. A lifetime orthodontic benefit of three thousand five hundred dollars (\$3,500) shall be provided to eligible employee and dependents. The Department may self-insure to provide equal or better benefits.

Miscellaneous (Business Manager)

The Department will provide dental coverage for employees and eligible dependents.

Vision Insurance

The Department shall provide vision insurance for the eligible employees and eligible dependents.

Section 9 - Long Term Disability

Miscellaneous (Business Manager)

The Department shall provide long-term disability insurance providing for a sixty (60) day elimination period, subject to prior exhaustion of accrued sick leave or other applicable benefits, and payment of a monthly benefit equivalent to sixty-six and two-thirds percent (66 2/3%) of full basic monthly salary up to a maximum salary allowed by the plan, less any deductible benefits.

Section 10 - Life Insurance

The Department shall provide life insurance and accidental death and dismemberment insurance without regard to membership in any health plan.

Safety (Fire Chief and Deputy Fire Chiefs)

Life Insurance/Accidental Death Insurance (AD&D Insurance) The Department shall provide the following benefits or their equivalents:

- a. Two hundred thousand dollars (\$200,000) Life insurance.
- b. AD&D two hundred thousand dollars (\$200,000) accidental death and dismemberment.

Miscellaneous (Business Manager)

The Department shall pay the full premium amount necessary to provide \$50,000 term life insurance policy plus the same amount of Accidental Death and Dismemberment (AD&D).

Section 11 - Deferred Compensation Plan

Employees are eligible to participate in the Department offered 457 deferred compensation plans. All contributions to deferred compensation plans and retirement health savings accounts are contingent upon compliance with state and federal rules and regulations.

Section 12 – Retiree Health Savings (RHS) Account

Safety (Fire Chief and Deputy Fire Chiefs)

Retirement Health Savings Account

Eligibility and Plan Design:

The Fire Chief and Deputy Fire Chiefs will be enrolled in the RHS Account.

Contribution Months of Service	Department Contribution	Employee Contribution
1 – 131	2.0%	1.0%
132 – 191	2.5%	2.0%
192 – 239	3.0%	2.0%
240 – 299	3.5%	2.5%
300+	4.0%	2.5%

- Months of Service for the calculation of the RHSA contributions is defined as continuous service with the Department only.

Separation Pay

Separation pay shall be contributed to this account in accordance with the Plan design.

Any employee separating within the term of this contract will have all of his/her eligible accrued leave balances paid out into his/her RHS account. The administration costs of maintaining this RHS account will be borne by the Department.

Section 13 - Pay for Temporary Assignment

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.

Section 14 – Health and Wellness (Business Manager)

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 II HOLIDAYS

Section 1 - Official Department Holidays

The holidays to be observed are as follows and employees who work a forty (40) hour workweek schedule shall not be required to be on duty unless the Department has so indicated:

- New Year's Day, January 1st.
- Martin Luther King's Birthday, the 3rd Monday in January.
- President's Day, 3rd Monday in February.
- Memorial Day, last Monday in May.
- Juneteenth, June 19th (Business Manager only)
- Independence Day, July 4th.
- Labor Day, 1st Monday in September.
- Veteran's Day, November 11.
- Thanksgiving Day, 4th Thursday in November.
- The day after Thanksgiving.
- Christmas Eve, December 24th.
- Christmas Day, December 25th.
- New Years' Eve, December 31.
- Every day approved by the JPA Board of Directors as a public holiday, public fast, thanksgiving or a day of mourning.

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday shall be observed.

With regards to the holidays on Christmas Eve and New Years' Eve should either date fall on a Saturday or Sunday, the preceding Friday shall be observed. In the case where Christmas Day and/or New Years' Day are observed on Friday, the corresponding Eve holiday shall be observed on Thursday.

If the holiday falls on an employee's regularly scheduled time off, eight (8) hours of holiday leave shall be granted on a regularly scheduled time worked. In the event one (1) or more holidays fall within an annual vacation leave of an employee who receives holiday time off, such holidays shall not be charged as vacation leave.

If a forty (40) hour workweek employee is required by the Department to work on any of the above holidays, he/she shall be paid at the appropriate Special Command Pay rate for the hours worked.

Floating Holiday

Miscellaneous (Business Manager)

In addition to the above listed holidays, after completing one (1) years 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, shall be used in the same manner as vacation and shall be paid out on the last pay period of each calendar year.

ARTICLE III VACATION AND OTHER LEAVES

Section 1 - Vacation Leave

Safety (Fire Chief and Deputy Fire Chiefs)

Policy: Vacations are considered essential to the employee's welfare and they are granted by the Fire Department to allow employees relaxation and rest from their duties. Therefore, it shall be the policy of the Fire Department not to allow the excess accumulation of vacation leave.

All full-time regular employees shall be entitled to annual leave with pay as provided below.

Each 40-Hour Week employee shall be granted ninety-six (96) hours credit for vacation with pay following completion of one (1) year of continuous service from date of hire. Lateral employees may be granted a prorated amount when necessary. Thereafter, for each additional biweekly pay period of service, the employee shall accrue vacation with pay as follows:

Minimum Continuous Service	Hours	Days	Bi-weekly Accrual	Maximum Accumulation
End of 1st Year	96	12		
13-47 months	96	12	3.69	192
48-95 months	146	18.25	5.62	292
96-143 months	160	20	6.15	320
144-191 months	188	23.5	7.23	376
192-239 months	200	25	7.69	400
240+ months	208	26	8	416

The above allowance shall be pro-rated for employees leaving employment with the Department during a biweekly pay period.

No employee may use vacation in excess of hours accrued.

Vacation Accumulation

The Department will provide each employee a bi-weekly written accounting of vacation accumulation and vacation earned and used during the previous pay period. The report may be included on the bi-weekly wage and earnings statement. Employees may not accrue more than two times their annual vacation leave.

Employees are responsible to schedule their vacation during the annual vacation signups to ensure that their maximum accrual does not exceed their two (2) year accrual. Employees who are unable to take their vacation due to the Fire Department's service needs and reach their maximum permissible vacation accumulation will be required to accept cash payment, in twenty-four (24)-hour increments, for enough time to reduce the accumulation below the maximum.

Miscellaneous (Business Manager)

Vacation Accrual - Employees shall accrue vacation as follows:

Years of Service	Hours per Pay Period	Maximum Hours	Days per Year
0 through 3	3.39	176	11 working days
4th through 9th	4.93	256	16 working days
10th through 15	6.47	336	21 working days
16 through 25	7.08	368	23 working days
26+	7.70	400	25 days

Employees shall accrue vacation leave only as it is earned. Employees may use accrued vacation in no less than one half hour (1/2 hour) increments, subject to the Fire Chief or designee approval.

Vacation Accumulation

Employees shall not accumulate more than the equivalent of two annual vacation accruals. An Employee who accumulates vacation in excess of two annual vacation accruals shall not accrue additional hours until the balance is below maximum amount pursuant to this section.

Vacation use may be deferred by the written approval of the Fire Chief or designee when in the best interests of Department and the Employee. Requests for deferring vacation use must be presented to the Fire Chief or designee 60 days before the maximum accrual is reached.

It is the responsibility of Employees to review the vacation accrual balance printed on each paycheck stub to ensure that he/she uses vacation within two accrual years unless deferment is requested and obtained from the Fire Chief or designee as provided herein.

The Fire Chief or his/her designee may grant a new Management Employee a starting accrual rate of 16 days up to 4 years of service at which time normal accrual shall begin. This does not apply to promotional Employees.

Vacation Sell Back

Safety (Fire Chief and Deputy Fire Chiefs)

In addition to the Department's right to pay employees who reach their maximum accruals, employees shall have the option to make an irrevocable election to receive cash payment for up to eighty (80) hours of accrued vacation time each calendar year. Requests must be received by Payroll no later than December 31 for the following year elections. No employees can elect to sell back more than their annual vacation accrual. An employee must have the designated number of accumulated vacation available for sell back at the designated time frame. Employees may receive a cash payment for up to 40 hours of accumulated vacation during the first pay period in June of each year and the employee may receive a cash payment for up to 40 hours of accumulated vacation during the first pay period in November of each year for a maximum of 80 hours.

Miscellaneous (Business Manager)

Employee may cash out up to a maximum of eighty (80) hours of accrued vacation leave per calendar year. Employee may designate to cash out up to forty (40) hours in June and up to forty (40) hours in November. An employee is eligible for this cash out option only if the employee has used at least forty-eight (48) hours of vacation leave in the previous twelve (12) month period prior to making the request. Vacation cash out requests must be submitted to the Fire Chief or designee no later than December 31 of the year prior to the year in which the cash out of vacation is made. Payroll records will be used to determine whether or not an employee has taken the required forty-eight (48) hours of vacation leave.

Section 2 – Executive Leave and Sell Back

Executive Leave Accumulation

Employees shall be credited with executive leave on a pay period basis (the accrual rate shall be 3.7 hours per pay period). An employee shall not accumulate more than 80 hours of executive leave. Executive leave shall be taken at the discretion of the employee contingent upon approval by the Fire Chief or his/her designee.

Executive Leave Sell Back

Safety (Fire Chief and Deputy Fire Chiefs)

Employees may make an irrevocable election to receive cash payment for up to eighty (80) hours of accrued executive leave. Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than eighty (80) hours of executive leave. An employee must have the designated number of accumulated executive leave hours available for sell back at the designated time frame. Employees may receive a cash payment for up to 40 hours of accumulated executive leave during June of each year and the employee may receive a cash payment for up to 40 hours of accumulated executive leave vacation during November of each year for a maximum of 80 hours.

Miscellaneous (Business Manager)

Employees may cash out up to a maximum of forty (40) hours of accrued, but unused executive leave per calendar year. In order for an employee to receive pay in lieu of time

off an employee must submit their request for pay by December 31, of the year prior to the year in which the compensation will be received. Employees can receive compensation for up to twenty (20) hours of Executive leave in first full pay period in June and up to twenty (20) hours of Executive leave in first full pay period in November.

Section 3 – Sick Leave and Bereavement Leave

Sick leave shall be accrued at the rate of 3.7 hours for each biweekly pay period of service or twelve (12) days per year. Unused sick leave shall be accumulated. There is no cap on sick leave accumulation.

Purpose

The purpose of this section is to continue the compensation of employees who must remain off their jobs because of illness or disability. Such sick leave is a privilege, which the employee can exercise in the event of his/her bona fide illness or disability or in the event his/her presence away from work is essential because of illness, death or disability of immediate members of his/her family.

Protected Sick Leave and Bereavement Leave

Protected sick leave shall be granted in accordance with federal and state laws, including but not limited to the Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave. Sick leave may be used to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking.

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For the purpose of this subsection "immediate family" means:

- **Parent (biological, adoptive, foster-parent, stepparent, grandparent or legal guardian of an employee or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership or a notarized Declaration of Domestic Partnership filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child);**
- **Spouse or domestic partner (upon submission of a written affidavit for domestic partnership or a notarized Declaration of Domestic Partnership filed with the California Secretary of State);**
- **Child (biological, adopted, foster-child, stepchild, grandchild, legal ward or child to whom the employee stands in loco parentis);**
- **Sibling; and**
- **An "immediate family" member also includes a "designated person". The employee shall identify their "designated person" at the time the employee requests the leave. Employees are limited to one (1) "designated person" per 12-month period.**

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~~In accordance with California Family Right Act (CFRA), protected sick leave may be taken and if taken, shall be charged to sick leave for the following reasons:~~

~~The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.~~

~~The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member.~~

~~An employee who is a victim of domestic violence, sexual assault, or stalking.~~

~~Family members under CFRA are defined as parent, spouse, registered domestic partner, child, or registered domestic partner's child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren. Additionally, an employee may use this leave to care for a "designated person" (employees will be required to designate this person at time of request for leave and employees will be limited to designating no more than one person per 12-month period.)~~

Not more than six (6) days or 48 hours for a 40-hour employee or four (4) shifts of such family sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist, at the discretion of the Fire Chief and or his/her designee, a reasonable extension of the six (6) days or 48 hours for a 40-hour employee. Any additional leave so granted shall be charged against the employee's accumulated sick leave.

In the event of a death in the immediate family, a 40-hour employee may take up to five ~~three~~ days or 40, 24 ~~hours~~. At the discretion of the Fire Chief or his/her designee, the employee may be granted additional shifts of accrued sick leave. **Employees may use their eligible leave balances (e.g., sick leave and vacation) to remain on paid status.**

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Bereavement **Leave may be taken intermittently and shall be completed within three (3) months of the date of death of the immediate family member.**

Bereavement Leave shall be tracked separately from other types of leave. For purposes in the context of bereavement leave only, immediate family member shall be defined as: spouse, domestic partner, child, child of domestic partner, stepson, stepdaughter, foster child who resided with the employee at the time of 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, parent, grandchild, foster parent, foster child, spouse's grandparent, mother, spouse's grandfather, son-in-law, daughter- in-law, or grandchildren any other person sharing the relationship of in loco parentis. Bereavement leave shall not be accumulated and is in addition to sick leave and vacation benefits.

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Bereavement leave shall not be accumulated and is in addition to sick leave and vacation benefits.

Section 4 Family-School Partnership Act Leave

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California Government Code Section 230.8 entitles employees who are a parent, legal guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child in a licensed daycare facility or school (from birth through grade 12) up to forty (40) hours off per year,

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with a maximum of eight (8) hours per calendar month, to participate in school activities. Employees shall utilize vacation or compensatory time, for the purposes of the planned absence. The type of leave used by the employee shall be at the sole discretion of the employee. Employees shall not use sick leave for the purposes of the planned absence. Employees who do not have any accrued vacation, compensatory time, or Executive/FLSA Exempt Management leave are permitted to utilize leave without pay for this purpose. Employees shall give reasonable notice to their supervisor of the school activity planned absence and upon return to work, provide to their supervisor documentation from the school or licensed childcare provider as proof that the employee engaged in child-related activities. A Department Head shall not deny a request for this leave except for reasons critical to the department operations.

Section 5.4- Recognition Leave

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Performance Component

Miscellaneous (Business Manager)

Employees are eligible to receive a maximum of five (5) days of paid leave per fiscal year in recognition of exemplary performance.

Leave may be granted in any increment between one (1) day and five (5) days to individuals or to work teams for such reasons as a single outstanding achievement, consistently above standard job performance, or other extraordinary efforts on behalf of the Department and approved by the Fire Chief.

This leave must be taken as paid time off in the fiscal year in which it is granted. This leave has no cash value and is not compensable upon termination of employment with the Department.

Section 6.5 - Discipline

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Provisions regarding discipline and discharge are found in the Department Personnel Rules & Regulation.

Section 7.6 - Grievances

Provisions regarding Grievance Procedures are found in the Department Personnel Rules & Regulations.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Matt Turturici, Fire Chief

Meeting Date: July 9, 2025

Subject: Flyers Energy, LLC Purchase Order

RECOMMENDATION

Adopt a resolution approving a purchase order in the amount not to exceed \$200,000 for Flyers Energy, LLC for vehicle fleet fuel for fiscal year 2025-26.

BACKGROUND

In accordance with SMC Fire's Purchasing Procedure C-07, Board approval is required for any purchase exceeding \$100,000. Each fiscal year, staff monitors expenditures associated with vehicle fleet fuel costs. Based on analysis of fuel expenditures for 2024-25, staff anticipates purchases not to exceed \$200,000 for fiscal year 2025-26.

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 2025-26 budget includes appropriations for fuel; thus, no additional budget appropriations are required.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2025-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$200,000 FOR FLYERS ENERGY, LLC FOR VEHICLE FLEET FUEL FOR FISCAL YEAR 2025-26

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 2024-25, staff anticipates purchases not to exceed \$200,000 for fiscal year 2025-26; 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 \$200,000 for Flyers Energy, LLC for vehicle fleet fuel for fiscal year 2025-26.

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 9th day of July, 2025, 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: Matt Turturici, Fire Chief

Meeting Date: July 9, 2025

Subject: L.N. Curtis & Sons Purchase Order

RECOMMENDATION

Adopt a resolution approving a purchase order in the amount not to exceed \$375,000 for L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear, and supplies for fiscal year 2025-26.

BACKGROUND

In accordance with SMC Fire's Purchasing Procedure C-07, Board approval is required for any purchase 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 \$375,000 for fiscal year 2025-26.

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 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 2025-26 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
- E. L.N. Curtis & Sons Extension Letter

RESOLUTION NO. RES-2025-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$375,000 FOR L.N. CURTIS & SONS FOR THE PURCHASE OF FIRE SUPPRESSION EQUIPMENT, SAFETY GEAR, AND SUPPLIES FOR FISCAL YEAR 2025-26

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 \$375,000 for fiscal year 2025-26; 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 \$375,000 for L.N. Curtis & Sons, Inc. for the purchase of fire suppression equipment, safety gear and supplies for fiscal year 2025-26.

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 9th day of July, 2025, 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

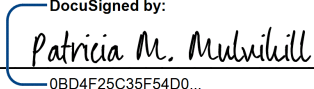
1. **Pricing Adjustment.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following pricing adjustment:

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

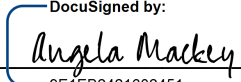
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price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

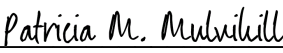
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

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
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 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

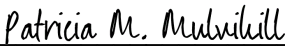
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

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:

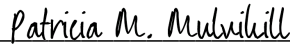
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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:

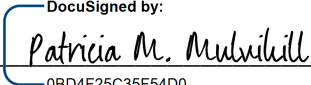
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

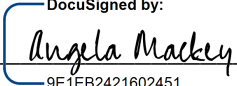
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price 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:

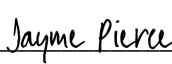
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

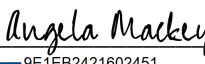
3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price 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:

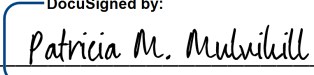
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

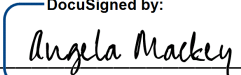
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price 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:


BY: Patty Mulvihill
ITS: Interim Executive Director

Date July 15, 2022 | 6:19 AM PDT

L.N. CURTIS & SONS

DocuSigned by:


BY: Nick Lawrence
ITS: Director, Special Programs

Date July 21, 2022 | 12:05 PM PDT

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

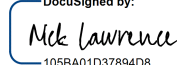
Record Tracking

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

Signer Events

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

Signature

DocuSigned by:

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

DocuSigned by:

 A49AFD929F7246E...
 Signature Adoption: Pre-selected Style
 Signed by link sent to pmulvihill@orcities.org
 Using IP Address: 65.152.168.162

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

Sent: 5/17/2022 7:19:42 PM
 Viewed: 5/19/2022 8:09:47 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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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:

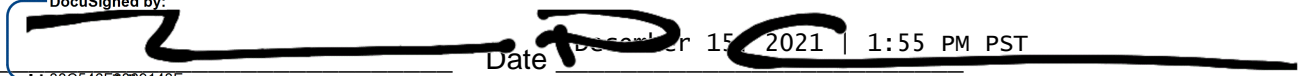
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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:
Nick Lawrence
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.

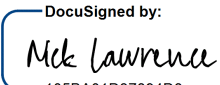
LEAGUE OF OREGON CITIES

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

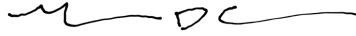
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following **discount rate changes, one product addition, and two line deletions:**

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

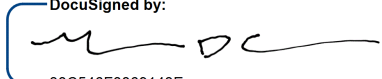
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

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

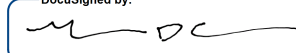
Record Tracking

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.

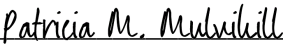
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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:

0BD4F25C35F54D0...

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.

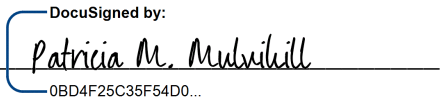
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

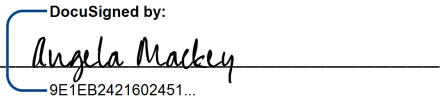
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price 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%	

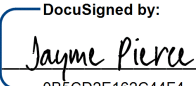
2. **Product Line Name Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the product line name change from ECMS Inc. to CurtisCare:

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

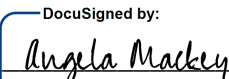
DocuSigned by:


0B5CD2E162C44F4...

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:
Patty Mulvihill Date July 15, 2022 | 6:19 AM PDT
A49AFD929F724E...
BY: Patty Mulvihill
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:
Nick Lawrence Date July 13, 2022 | 2:27 PM PDT
105BA01D37894D8...
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**.

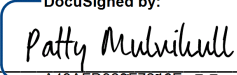
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

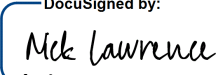
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price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

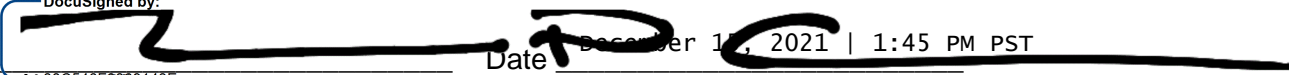
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

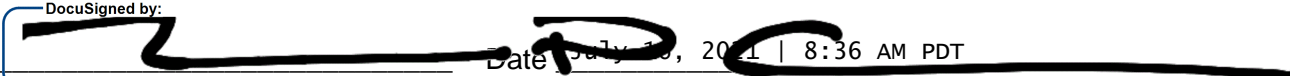
1. **Product Discount Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

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

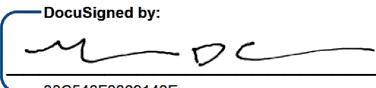
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

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:

DocuSigned by:
Signature: 
38C546F8869143E...

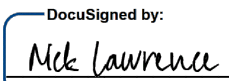
Printed Name: Mike Cully

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: 3/25/2020

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

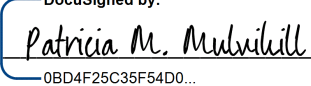
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Arctic Compressors	Compressors, Breathing Air	1%	SCBA Category 06. Other

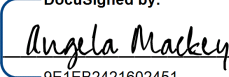
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price 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.**

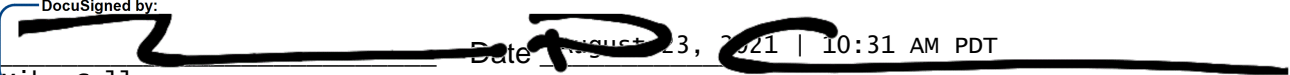
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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.

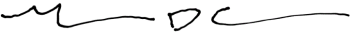
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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:

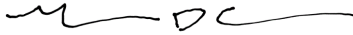
CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)				
Brand	Product Description	Discount Off List	Contract Category	Manufacturer's Catalog
Avon	SCBA	10%	SCBA Category 01: Open-Circuit Self-Contained (SCBA) and/or Closed-Circuit SCBA Systems	Avon Protection 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

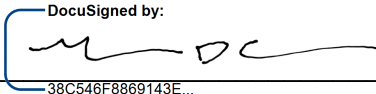
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

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

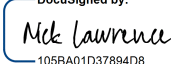
Record Tracking

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

DocuSigned by:

 105BA01D37894D8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.210.41.56

Timestamp

Sent: 3/26/2020 1:32:13 PM
 Viewed: 3/26/2020 1:40:24 PM
 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

Sent: 3/26/2020 1:43:02 PM
 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
 ID: 9f3757d3-553c-45bf-88fa-afd4182773ad

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.



February 27, 2025

RE: Contract Number: PS20015 (RFP 1910 Firefighting Equipment)
Contract Number: PS20060 (RFP 1915 Personal Protective Equipment)
Contract Number: PS20105 (RFP 1920 Self-Contained Breathing Apparatus)
Contract Number: PS20275 (RFP 2010 Law Enforcement Equipment)

To Whom it May Concern:

Through this letter, I wish to notify you that, pursuant to Section 3.1 of the aforementioned agreements, each agreement between the League of Oregon Cities (LOC) and LN Curtis has been automatically extended one-year until the anniversary of the Effective Date in 2026.

Sincerely,

Signed by:

Patricia M. Mulvihill

0BD4F25C35F54D0...

Patricia M. Mulvihill
Executive Director
League of Oregon Cities



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Matt Turturici, Fire Chief

Meeting Date: July 9, 2025

Subject: AllStar Fire Equipment Purchase Order

RECOMMENDATION

Adopt a resolution approving a purchase order in the amount not to exceed \$275,000 for AllStar Fire Equipment for the purchase of fire suppression equipment, safety gear, and services such as SCBA flow testing for fiscal year 2025-26.

BACKGROUND

In accordance with SMC Fire's Purchasing Procedure C-07, Board approval is required for any purchase exceeding \$100,000. Each fiscal year, staff monitors expenditures associated with the purchase of fire suppression equipment, safety gear, and services such as SCBA flow testing through AllStar Fire Equipment within both the Operations and Community Risk Reduction Divisions, and based on these expenditures, staff anticipates purchases not to exceed \$275,000 for fiscal year 2025-26.

ANALYSIS

AllStar Fire Equipment, Inc. is a long-standing and reliable vendor that supplies SMC Fire with essential fire suppression equipment, safety gear, and services such as SCBA flow testing. These items are critical for ensuring firefighter safety and supporting daily operations.

SMC Fire is testing PFAS ("forever chemicals")-free turnout gear along with San Francisco Fire Department (SFFD) and the International Association of Fire Fighters (IAFF) to reduce cancer risk. Our normal safety gear vendor (L.N. Curtis) does not supply this specialized protective equipment.

FISCAL IMPACT

The adopted 2025-26 budget includes appropriations for fire suppression equipment, safety gear, and supplies; thus, no additional budget appropriations are required.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2025-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$275,000 FOR ALLSTAR FIRE EQUIPMENT FOR THE PURCHASE OF FIRE SUPPRESSION EQUIPMENT, SAFETY GEAR, AND SERVICES SUCH AS SCBA FLOW TESTING FOR FISCAL YEAR 2025-26

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 services such as SCBA flow testing through AllStar Fire Equipment within both the Operations and Community Risk Reduction Divisions; and,

WHEREAS, based on these expenditures, staff anticipates purchases not to exceed \$275,000 for fiscal year 2025-26; and,

WHEREAS, AllStar Fire Equipment, Inc. is a long-standing and reliable vendor that supplies SMC Fire with essential fire suppression equipment, safety gear, and services such as SCBA flow testing.

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 \$275,000 for AllStar Fire Equipment for the purchase of fire suppression equipment, safety gear, and services such as SCBA flow testing for fiscal year 2025-26.

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 9th day of July, 2025, 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: Matt Turturici, Fire Chief

Meeting Date: July 9, 2025

Subject: TPx Communications Purchase Order

RECOMMENDATION

Adopt a resolution approving a purchase order in the amount not to exceed \$160,000 for TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) telephone services and equipment for fiscal year 2025-26.

BACKGROUND

In accordance with SMC Fire's Purchasing Procedure C-07, Board approval is required for any purchase exceeding \$100,000. Each fiscal year, staff tracks expenditures related to TPx Communications, which provides the Department's data network, internet connectivity, and hosted Voice Over Internet Protocol (VoIP) phone services and equipment. For fiscal year 2025–26, projected costs are not expected to exceed \$160,000.

ANALYSIS

The Department's current service agreement with TPx Communications expired in April 2024 and has since continued on a month-to-month basis. Before entering into a new agreement, staff will conduct a review of the existing contract and evaluate potential alternative service providers to ensure the most cost-effective and reliable solution.

FISCAL IMPACT

The adopted 2025-26 budget includes \$160,000 in appropriations for IT Services including Data, Internet and VoIP; thus no additional budget appropriations are required.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2025-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$160,000 FOR TPX COMMUNICATIONS FOR DATA NETWORK, INTERNET CONNECTIVITY, AND HOSTED VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SERVICES AND EQUIPMENT FOR FISCAL YEAR 2025-26

WHEREAS, the San Mateo Consolidated Fire Department's Purchasing Policy requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, each fiscal year, staff tracks expenditures related to TPx Communications, which provides the Department's data network, internet connectivity, and hosted Voice Over Internet Protocol (VoIP) phone services and equipment; 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 \$160,000 for TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) Telephone services and equipment for fiscal year 2025-26.

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 9th day of July, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel