



Agenda

**San Mateo Consolidated Fire Department
Board of Directors
Regular Meeting
Wednesday, July 13, 2022 – 4:00 P.M.**

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

To Attend in-person – Foster City EOC, 1040 East Hillsdale Blvd., Foster City, CA 94404

To Observe and Participate via Video Teleconference –

Register in advance for this Zoom webinar:

https://us06web.zoom.us/webinar/register/WN_ATj1OKVQS0yZQDa-fZ5XFA

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 Acting 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 Acting 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 25, 2022.
- [4.2](#) Report from Closed Session of May 25, 2022.
- [4.3](#) Adopt a resolution approving a Purchase Order in the amount not to exceed \$450,000 for L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear, and supplies for fiscal year 2022-23.
- [4.4](#) Adopt a resolution approving a Purchase Order in the amount not to exceed \$300,000 for Bus & Equipment of California, Incorporated (B&E) for fire apparatus inspection, service, maintenance, and repairs for fiscal year 2022-23.
- [4.5](#) Adopt a resolution approving a Purchase Order in the amount not to exceed \$140,000 for TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) Telephone services and equipment for fiscal year 2022-23.

- [4.6](#) Adopt a resolution authorizing investment of monies in the Local Agency Investment Fund and designating authorized staff to order the deposit and withdrawal of monies.
- [4.7](#) Adopt a resolution approving the revised salary schedule to reflect the hourly, monthly, and annual ranges for merit classifications within the San Mateo Consolidated Fire Department.
- [4.8](#) Adopt a resolution to approving a Purchase Order in the amount not to exceed \$104,155 for Elk Grove Auto/Winner Chevrolet for the purchase of two Chevy Tahoe vehicles.

5. NEW BUSINESS

- [5.1](#) Resolution Authorizing Use of Hybrid Remote Teleconferencing for Meetings of the Department Board of Directors Consistent with AB 361's Amendments to the Ralph M. Brown Act.
- [5.2](#) Adopt a resolution approving the Memorandum of Understanding between the San Mateo Consolidated Fire Department and the American Federation of State, County and Municipal Employees (AFSCME).

6. REPORTS AND ANNOUNCEMENTS

- 6.1. Board Members and Department Management Staff will have an opportunity to make announcements.
 - 6.1.1 Fire Operations Update (*verbal only*)
 - 6.1.2 Community Risk Reduction Division Update (*verbal only*)

7. CLOSED SESSION

- 7.1. Conference with Labor Negotiators regarding Memorandum of Understanding pursuant to Government Code Section 54957.6
Agency Designated Representative(s): Charles Flesher, IEDA; Drew Corbett, Chief Administrative Officer and Rich Lee, Finance Director
Employee Organization(s): International Association of Firefighters, Local 2400 (IAFF Local 2400)

8. RETURN FROM CLOSED SESSION

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

9. ADJOURNMENT

I, Nicole Morales, Acting 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 Acting 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 25, 2022 – 4:00 P.M.
Hybrid Remote Teleconference Meeting

1. OPENING

The meeting was called to order at 4:00 pm by Board Chair Goethals.

1.3. **Roll Call**

Board Members Present: Goethals, Lieberman & Awasthi

Board Members Absent: None

2. AGENDA CHANGES

There were no agenda changes.

3. PUBLIC COMMENT

None

4. CONSENT

Board Chair Goethals provided an oral report on the proposed agenda item 4.3.

Board Member Lieberman made a motion to approve the Consent calendar, which was seconded by Board Chair Goethals. The Acting Board Secretary took a roll call vote, and the Consent calendar items were approved 3-0.

5. NEW BUSINESS

Item 5.1 - Resolution Authorizing Use of Hybrid Remote Teleconferencing for Meetings of the Department Board of Directors Consistent with AB 361's Amendments to the Ralph M. Brown Act.

Legal Counsel Bill Ross made recommendation for this action to approve the resolution authorizing the Board of Directors to use hybrid remote teleconferencing for meetings.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

Item 5.2 – Resolution approved the proposed Fiscal Year 2022-23 Budget.

Treasurer Rich Lee provided a Power Point presentation on the proposed 2022-23 budget. Following Board approval of the proposed 2022-23 budget, each of the member agencies will seek approval from their respective City Councils on the budget, including their respective contributions. Once approved, SMC Fire's 2022-23 budget becomes final and adopted.

The current 2021-22 budget is projected to end with \$650,000 in fund balance. The proposed 2022-23 general fund includes \$44.8 million in revenues and expenditures. Operating contributes include \$39 million in salaries and benefits, \$4.2 million in operating, and \$1.5 million in capital outlay. This is

offset by \$1.2 million in charges for services/interest and member agency shares of \$26.2 million from San Mateo, \$8.7 million from Belmont and \$8.7 million from Foster City. Presentation included a five-year forecast for future operating contributions for member agencies' forecast.

The Fire Protection & Life Safety fund will end the current fiscal year in the positive. The proposed 2022-23 budget, revenues are estimated to be \$2.7 million, while total expenditures are estimated to be \$2.6 million. To present a balanced budget for fiscal year 2022-23, one fire prevention inspector has been defunded until expected revenues improve to a point sufficient to fund this position.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Awasthi made a motion to adopt the resolution, which was seconded by Board Member Lieberman. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

Item 5.3 - Provide an overview report on the Enterprise Resource Planning (ERP) System project and cost allocation.

Treasurer Rich Lee provided a PowerPoint presentation on the current ERP and upcoming ERP replacement plan for SMC Fire. As a precursor to project inception, the City of San Mateo established governance of the ERP replacement project which established a fiscal sustainability plan. Through a Request for Proposal (RFP) for an ERP consultant to guide us, Plante Moran was awarded to assist. This was followed by an RFP for an ERP. After 3 weeks of software demonstrations, numerous reference checks, and due diligence, the awarded contract went to Workday. This includes Can/Am for cashiering, and Collaborative Solutions which is the exclusive implementation partner for Workday. Phase I of the project began in March 2022 and are currently in the architect stage with a target to go live in November 2022. Phase II will begin in September 2022 which will parallel the existing ERP and Workday with a target of June 2023 to go live. Agreement with Workday is a 10-year plan and the agreement with Can/Am is 5 years. Cost allocation between the City and SMC Fire is based on a full service equivalent which totals 23% for SMC Fire (as shown in Attachment A).

Board Member Lieberman asked clarifying questions about Workday and Can/Am. Treasurer Lee stated that Workday does not have a cashiering solution so they partner with Can/Am to provide the service. Board Member Lieberman stated that since the two are on different terms, he'd encourage there be a maximum increase to which Treasurer Lee agreed.

Board Chair Goethals asked if there was any public comment on this item, which there was one by Drew. He thanked Treasurer Lee for the 10-year chart for costs appreciated the presentation.

Item 5.4 - Adopt a resolution approving reorganization of the San Mateo Consolidated Fire Department's Command Staff structure.

Chief Thrasher provided an overview of revisions to the October 2020 reorganization of the Command Staff structure. This includes abolishing the three Division Chief job classifications, adding and funding one Deputy Fire Chief and one Battalion Chief, and leaving one Fire Marshal position unfunded. The revisions will develop and support span of control, focus on function and alignment, and limit budgetary impacts. Attachments B and C demonstrate current reorganization and proposed revised organizational charts.

Board Member Lieberman asked if the Chief finds this organizational change an appropriate structure that will serve the department well. Chief Thrasher answered yes, given the size of our organization, this will work well until such time we ever increase in size. Additionally, our participative FACT committee process and Labor all supported the changes.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Awasthi made a motion to adopt the resolution, which was seconded by Board Member Lieberman. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

Item 5.5 - Adopt a Resolution to create Central Services Worker classification and defund Fleet & Facilities Technician position.

Chief Thrasher provided an overview to create a Central Services Worker job classification and defund the Fleet & Facilities Technician position. In October 2020, the Board approved a Fleet & Facilities Technician position to assist the Fleet & Facilities Manager. There is value in the position, but we lack the funding for a facility to house and support the position. Plan is to keep this for future, but the current need is for someone to help with logistics, minor repairs, deliveries, and more to support the Manager position. A current per diem has been assisting at this capacity and it has been well received. The benefit for this recommendation would be to make this position full-time.

Board Chair Goethals asked if we could share the position with one of the City members for example in Public Works? Chief Thrasher stated that was considered but we need a full 40-hour week person to handle the tasks. In the future, it would be appealing to find a location in one of our city corporation yards to accommodate a mechanic we could share. CAO Corbett stated this model is cost effective for now. In the City, we outsource for fleet, and it would not be cost effective to add Fire but are looking at long-term solutions and this could present opportunities in the future. Board Member Lieberman asked if the title of the position could be reconsidered. Chief Thrasher answered that using the City of San Mateo job classifications, this was the most appropriate job description.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Chair Goethals. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

Item 5.6 - Adopt a resolution amending the JPA Agreement establishing the San Mateo Consolidated Fire Department.

Chief Thrasher presented an overview of the amendments to the current JPA Agreement. During this year's retreat, the Board agreed to review the agreement on a regular basis. Upon review, two areas for amendments were determined. In Section 14, titled "Inter-Agency Fee Offsets," it's recommended to add a sub-section 14.3 stating, "Nominal fees and fines, not requiring significant staff work and processing time, should not be charged between the Department and the Member Agencies." Conversations have taken place with City Managers and Finance Directors to not charge one another nominal fees. By recommendation of Legal Counsel, the second amendment is in Section 13, titled "Addition of Member Agencies." This would include additional language for adding of new members agencies to the JPA and what the process looks like. Legal Counsel Ross stated an applicant would fully fund any costs considered to consolidate.

Board Member Lieberman stated the word "nominal" is in the spirit of working with each member agency. Interim City Manager Edmund Suen emphasized it gives each agency the flexibility to work out what it means. As an example, in Foster City, fees were waived for the training tower installed in the corp yard. He will share with the new City Manager to clarify any misinterpretations.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

6. REPORTS AND ANNOUNCEMENTS

Board Member Awasthi welcomed Interim City Manager Edmund Suen to the meeting.

7. ADJOURNMENT

The Board was reminded the next meeting will take place July 13, 2022, and the meeting was adjourned.

8. CLOSED SESSION

The Fire Board went into Closed Session at 4:48 p.m. Report out from Closed Session will be made at the next Board meeting.

DRAFT

William D. Ross
David Schwarz
Kypros G. Hostetter

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File No: 19/55

July 6, 2022

VIA E-MAIL

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

Re: Report Upon Return from Closed Session; San Mateo Consolidated Fire
Department Virtual Regular Board Meeting of May 25, 2022

Dear Chair Goethals and Board Members:

This communication sets forth reportable action, if any, of the Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”), consistent with the provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*) resulting from the Department’s Closed Session of the May 25, 2022 Virtual Regular Board Meeting, consistent with Government Code Section 54957.1

The Open Session convened at 4:00 p.m. to address matters agendized for Board consideration. The Open Session concluded at 4:47 p.m., with the Board adjourning to Closed Session at 4:47 p.m.

There was one matter agendized for Department Closed Session consideration:

- 7.1 Conference with Labor Negotiators regarding Memorandum of Understanding pursuant to Government Code Section 54957.6
Agency Designated Representative(s): Charles Flesher, IEDA; Drew Corbett, Chief Administrative Officer and Rich Lee, Finance Director
Employee Organization(s): International Association of Firefighters, Local 2400 (IAFF Local 2400)

With respect to Closed Session Agenda Item No. 7.1., although direction was given to Staff, there was no reportable action under the provisions of Government Code Section 54957.6.

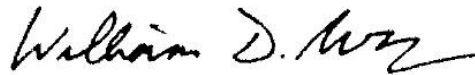
The Closed Session concluded at 5:24 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

The Honorable Joe Goethals, Chair
and Members of the Fire Board
San Mateo Consolidated Fire Department
July 6, 2022
Page 2

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

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

Very truly yours,

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

William D. Ross
Department Counsel

WDR:jf

cc: Kent Thrasher, Fire Chief
Nicole Morales, Administrative Clerk
Drew Corbett, City Manager, City of San Mateo



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 13, 2022

Subject: L.N. Curtis & Sons Purchase Order

RECOMMENDATION

Adopt a resolution approving a Purchase Order in the amount not to exceed \$450,000 for L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear, and supplies for fiscal year 2022-23.

BACKGROUND

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Each fiscal year, staff monitors expenditures associated with the purchase of fire suppression equipment, safety gear, and supplies through L.N. Curtis & Sons within both the Operations and Community Risk Reduction Divisions, and based on these expenditures, staff anticipates exceeding \$100,000 in purchases for fiscal year 2022-23.

ANALYSIS

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

FISCAL IMPACT

The adopted 2022-23 budget includes appropriations for fire suppression equipment, safety gear, and supplies; thus, no additional budget appropriations are required.

ATTACHMENTS

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

RESOLUTION NO. RES-2022-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$450,000 FOR L.N. CURTIS & SONS FOR THE PURCHASE OF FIRE SUPPRESSION EQUIPMENT, SAFETY GEAR, AND SUPPLIES FOR FISCAL YEAR 2022-23

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 exceeding \$100,000 in purchases for fiscal year 2022-23; 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 \$450,000 for L.N. Curtis & Sons, Inc. for the purchase of fire suppression equipment, safety gear and supplies for fiscal year 2022-23.

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 13th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting 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

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

L.N. CURTIS & SONS

DocuSigned by:
Nick Lawrence 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
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Signer Events

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

Signature


DocuSigned by:

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

Timestamp

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

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

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

VIEWED
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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:

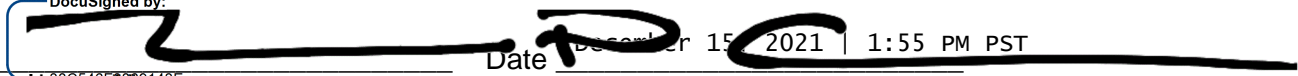
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

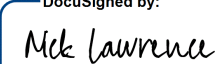
3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price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

L.N. CURTIS & SONS

DocuSigned by:

Date July 15, 2021 | 8:38 PM PDT
BY: 105BA01D3789AD8 Nick Lawrence
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.

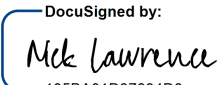
LEAGUE OF OREGON CITIES

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:

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

L. N. Curtis and Sons

DocuSigned by:

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

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

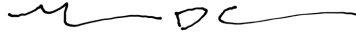
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following **discount rate changes, one product addition, and two line deletions:**

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

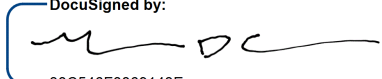
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

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

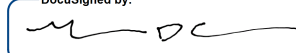
Record Tracking

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

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

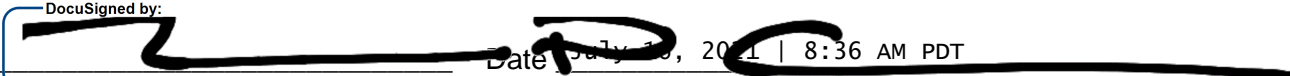
1. **Product Discount Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

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

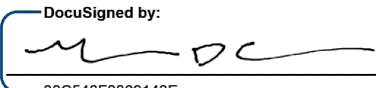
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

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:  _____
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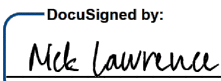
Printed Name: Mike Cully

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

**Third Amendment to Master Price Agreement for
FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)**

Product Addition and Product Discount Revision

This Amendment to the Master Price Agreement is entered into this 23rd day of August, 2021 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and L. N. Curtis and Sons (“Vendor”) based upon the sales and/or service of FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20105 on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about April 13, 2021 and by this reference incorporated herein; and

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

WHEREAS, due to an increase in requirements for post-sales service, Vendor desires to revise the discount off list for the EagleAir Air Compressor as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 20, 2021, to add the Stallion product line and revise the discount for the EagleAir in the Master Price Agreement; and

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	COOP Contract	Contract (Product) Category
Stallion	Compressors, Breathing Air	2%	NPPGov PS20105 (SCBA)	SCBA Category 06. Other

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

ATTACHMENT A

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

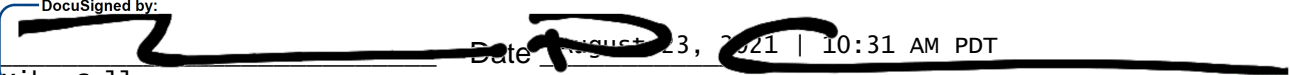
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Original Discount Off List	New Discount Off List	COOP Contract	Contract (Product) Category	Comment
EagleAir	Compressors, Breathing Air	15%	5%	NPPGov PS20105 (SCBA)	SCBA Category 06. Other	Increase in requirements for post-sales services to include on-site installation support, training, and initial operational start-up.


3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

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

LEAGUE OF OREGON CITIES

DocuSigned by:

Date August 23, 2021 | 10:31 AM PDT
BY: Mike Curtis
ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

Date August 23, 2021 | 9:55 AM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

Second Amendment to Master Price Agreement for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)

Product Description Change

This Amendment to the Master Price Agreement is entered into this 31st day of March, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Self Contained Breathing Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20105 on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 18, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the product description for a single product as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about March 29, 2021, to change the product description from "Facepiece, Model G1" to "Facepiece" from Line 2 of Attachment A in the Master Price Agreement; and

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

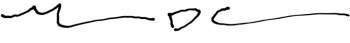
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)				
Brand	Product Description	Discount Off List	Contract Category	Manufacturer's Catalog
Avon	Facepiece, Model G1	10%	SCBA Category 02: Facepieces	Avon Protection Jan 2020

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

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

LEAGUE OF OREGON CITIES

DocuSigned by:

BY: Mike Cutty
ITS: Executive Director

Date April 13, 2021 | 7:47 AM PDT

L. N. Curtis and Sons

DocuSigned by:

BY: NICK Lawrence
ITS: Director, Special Programs

Date April 12, 2021 | 10:54 PM PDT

First Amendment to FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) RFP 1920

Master Price Agreement

Product Line Addition

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

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about March 26, 2020 and by this reference incorporated herein; and

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)				
Brand	Product Description	Discount Off List	Contract Category	Manufacturer's Catalog
Avon	SCBA	10%	SCBA Category 01: Open-Circuit Self-Contained (SCBA) and/or Closed-Circuit SCBA Systems	Avon Protection Jan 2020
Avon	Facepiece, Model G1	10%	SCBA Category 02: Facepieces	Avon Protection Jan 2020
Avon	Regulators, RIC/UAC Connection	10%	SCBA Category 03: Regulator System, Intermediate Pressure Hose, Rapid Intervention Crew/Company Universal Air Connection	Avon Protection Jan 2020
Avon	Cylinders	10%	SCBA Category 04: Cylinders	Avon Protection Jan 2020
MSA	SCBA, Model G1	20%	SCBA Category 01: Open-Circuit Self-Contained (SCBA) and/or Closed-Circuit SCBA Systems	MSA Fire Service Full Line 1/1/2020
MSA	Facepiece, Model G1	10%	SCBA Category 02: Facepieces	MSA Fire Service Full Line 1/1/2020
MSA	Regulators, RIC/UAC Connection	10%	SCBA Category 03: Regulator System, Intermediate Pressure Hose, Rapid Intervention Crew/Company Universal Air Connection	MSA Fire Service Full Line 1/1/2020
MSA	Cylinders	10%	SCBA Category 04: Cylinders	MSA Fire Service Full Line 1/1/2020
CurtisCARE	Service and Maintenance, MSA SCBA	2%	SCBA Category 05 Maintenance, Service & Testing	not available
CurtisCARE	Testing, Mask Fit	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Service and Maintenance, Breathing Air Compressors	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Testing, Cylinder Hydrotesting (mobile test van)	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Mask Service & Mask Fitting	2%	SCBA Category 05: Maintenance, Service & Testing	not available
Honeywell	SCBA Flow Tester (PosiChek)	Net	SCBA Category 05. Maintenance, Service & Testing	Honeywell Safety 1/1/2020
OHD	Mask Fit Tester	5%	SCBA Category 05. Maintenance, Service & Testing	OHD 1/1/2020
Blast Mask	Training, SCBA	10%	SCBA Category 06. Other	not available
EagleAir	Compressors, Breathing Air	15%	SCBA Category 06. Other	Eagle Air Units 8/19/2019
Grace Industries	Pass Device	Net	SCBA Category 06. Other	Grace Ind 1/1/2020
Avon	SCBA Parts & Accessories	10%	SCBA Category 06. Other	Avon Protection Jan 2020
MSA	SCBA Parts & Accessories	10%	SCBA Category 06. Other	MSA Fire Service Full Line 1/1/2020
Various	N-95 respirators (medical)	10%	SCBA Category 06. Other	not available
Various	N-95 respirators (industrial)	10%	SCBA Category 06. Other	not available

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

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

LEAGUE OF OREGON CITIES

DocuSigned by:



Date 6/18/2020

38C546F8869143E...

BY: Mike Cully

ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:



Date 6/18/2020

105BA01D37894D6...

BY: Nick Lawrence

ITS: Director, Special Programs

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

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

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA), as further described herein; and

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

WHEREAS, through a solicitation for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1920 for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA); and

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

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

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

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1920 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – AGREEMENT TO SELL

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

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

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

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

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

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

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

2.6 Extension of contract terms to Participating Agencies:

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

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

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

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

ARTICLE 3 – TERM AND TERMINATION

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

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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

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

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

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

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

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

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

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

ARTICLE 5 – INSURANCE

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

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

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

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

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - INSPECTION AND REJECTION

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

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

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

ARTICLE 9 – SUBSTITUTIONS

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

ARTICLE 10 - COMPLIANCE WITH LAWS

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

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

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

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

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

ARTICLE 12 - RIGHT TO AUDIT

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - RELATIONSHIP OF PARTIES

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

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

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

If to Vendor:

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

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

ARTICLE 16 - FORCE MAJEURE

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

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

ARTICLE 19 - SEVERABILITY

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

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

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

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

ARTICLE 21 - HEADINGS

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

ARTICLE 22 - MODIFICATIONS

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

ARTICLE 23 - GOVERNING LAW

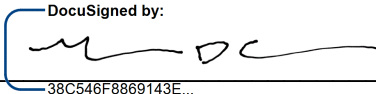
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

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

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

PURCHASER:

DocuSigned by:
Signature: 
38C546F8869143E...
Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 3/26/2020

VENDOR:

DocuSigned by:
Signature: 
105BA01D37894D8...
Printed Name: Nick Lawrence

Title: Director, Special Programs
L.N. CURTIS & SON

Dated: 3/26/2020

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

CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)				FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)	
Brand	Product Description	Discount Off List	Contract Category	Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
MSA	SCBA, Model G1	20%	Category 01: Open- Circuit and/or Closed- Circuit SCBA	OPEN-CICUIT SELF-CONTAINED (SCBA) AND/OR CLOSED CIRCUIT SCBA SYSTEMS	
MSA	Facepiece, Model G1	10%	Category 02: Facepieces	FACEPIECES	
MSA	Regulators, RIC/UAC Connection	10%	Category 03: Regulator System, I/M Pressure Hose, RIC UAC	REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC)	
MSA	Cylinders	10%	Category 04: Cylinders	CYLINDERS	
Avon	SCBAs	10%	Category 01: Open- Circuit and/or Closed- Circuit SCBA	MAINTENANCE, SERVICE AND TESTING	
Avon	Facepiece	10%	Category 02: Facepieces	OTHER	
Avon	Regulators, RIC/UAC Connection	10%	Category 03: Regulator System, I/M Pressure Hose, RIC UAC		
Avon	Cylinders	10%	Category 04: Cylinders		
CurtisCare	Service & Maintenance, SCBA	2%	Category 05 Maintenance, Service & Testing		
CurtisCare	Testing, Mask Fit	2%	Category 05. Maintenance, Service & Testing		
CurtisCare	Testing, Cylinder Hydrotesting	2%	Category 05. Maintenance, Service & Testing		
CurtisCare	Mask Service & Mask Fitting	2%	Category 05: Maintenance, Service & Testing		
CurtisCare	Breathing Air	2%	Category 05:		

	Compressor Systems		Maintenance, Service & Testing		
Honeywell	SCBA Flow Tester (PosiChek)	Net	Category 05. Maintenance, Service & Testing		
OHD	Mask Fit Tester	5%	Category 05. Maintenance, Service & Testing		
Blast Mask	Training, SCBA	10%	Category 06. Other		
EagleAir	Compressors, Breathing Air	5%	Category 06. Other		
Grace	Pass Device	Net	Category 06. Other		
Avon	SCBA Parts & Accessories	10%	Category 06. Other		
MSA	SCBA Parts & Accessories	10%	Category 06. Other		
Various	N95 Respirators (medical)	10%	Category 06. Other		
Various	N95 Respirators (industrial)	10%	Category 06. Other		

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

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

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

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

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

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

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

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

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

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

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

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

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: 4943C26460FD469E986C2F138E09FF08	Status: Completed
Subject: RFP 1920 SCBA LOC and Curtis MPA	
Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 162.248.186.11

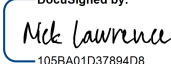
Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
3/26/2020 1:29:43 PM	bill.demars@nppgov.com	

Signer Events

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

Signature

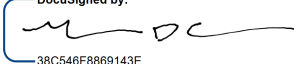
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Timestamp

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 Signed: 3/26/2020 1:43:00 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/25/2020 4:42:06 PM
 ID: 29a19c89-942f-408d-bfc6-a5b2e12f16e0

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

DocuSigned by:

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 Signature Adoption: Drawn on Device
 Using IP Address: 71.63.237.219

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 Signed: 3/26/2020 2:47:18 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/26/2020 2:47:06 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2020 1:43:02 PM
Certified Delivered	Security Checked	3/26/2020 2:47:06 PM
Signing Complete	Security Checked	3/26/2020 2:47:18 PM
Completed	Security Checked	3/26/2020 2:47:18 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact National Purchasing Partners:

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

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

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

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

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

To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 13, 2022

Subject: **Bus & Equipment Purchase Order**

RECOMMENDATION

Adopt a resolution approving a Purchase Order in the amount not to exceed \$300,000 for Bus & Equipment of California, Incorporated (B&E) for fire apparatus inspection, service, maintenance, and repairs for fiscal year 2022-23.

BACKGROUND

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Each fiscal year, staff monitors expenditures associated with inspections, servicing, maintenance, and repairs of fire apparatus through B&E, and based on what was expended, staff anticipates exceeding \$100,000 in costs for fiscal year 2022-23.

ANALYSIS

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

FISCAL IMPACT

The adopted 2022-23 budget includes appropriations for apparatus maintenance and repair costs; thus, no additional budget appropriations are required.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2022-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$300,000 FOR BUS & EQUIPMENT OF CALIFORNIA, INC. FOR FIRE APPARATUS INSPECTION, MAINTENANCE, AND REPAIRS FOR FISCAL YEAR 2022-23

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

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

WHEREAS, staff anticipates expending \$300,000 for fire apparatus inspections, servicing maintenance and repairs with B&E for fiscal year 2022-23; and,

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

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

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

1. Approve a Purchase Order in the amount not to exceed \$300,000 for Bus & Equipment of California, Inc. for fire apparatus inspection, service, maintenance, and repairs for fiscal year 2022-23.

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 13th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 13, 2022

Subject: TPx Communications Purchase Order

RECOMMENDATION

Adopt a resolution approving a Purchase Order in the amount not to exceed \$140,000 for TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) Telephone services and equipment for fiscal year 2022-23.

BACKGROUND

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Additionally, on April 10, 2019, the Board authorized the purchase of services from TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) telephone services and equipment. Since that time, staff continues to monitor expenditures associated with the purchase of services and equipment from TPx Communications, and based on what was expended, staff anticipates exceeding \$100,000 in costs for fiscal year 2022-23.

ANALYSIS

The current service agreement between the Department and TPx Communications will expire April 2024. TPx Communications will remain the provider for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) telephone services and equipment.

FISCAL IMPACT

The adopted 2022-23 budget includes \$140,000 in appropriations for IT Services including Data, Internet and VoIP; thus no additional budget appropriations are required.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2022-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$140,000 FOR TPX COMMUNICATIONS FOR DATA NETWORK, INTERNET CONNECTIVITY, AND HOSTED VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SERVICES AND EQUIPMENT FOR FISCAL YEAR 2022-23

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

WHEREAS, on April 10, 2019, the Board authorized the purchase of services from TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet protocol (VoIP) telephone service and equipment; and,

WHEREAS, since that time, staff continues to monitor expenditures associated with the purchase of services and equipment from TPx Communications; and,

WHEREAS, the current agreement between the Department and TPx Communications will expire April 2024; and,

WHEREAS, TPx Communications will remain the provider for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) telephone services and equipment.

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

1. Approve a Purchase Order in the amount not to exceed \$140,000 for TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) Telephone services and equipment for fiscal year 2022-23.

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 13th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 13, 2022

Subject: Local Agency Investment Fund (LAIF) – Investment Authorization

RECOMMENDATION

Adopt a resolution authorizing investment of monies in the Local Agency Investment Fund and designating authorized staff to order the deposit and withdrawal of monies.

BACKGROUND

The Local Agency Investment Fund was established by the State of California in 1977 to enable California local government treasurers to place idle funds in a pool for investment. The investment pool is highly liquid, allowing local governments to deposit and withdraw funds on a daily basis, while earning competitive investment yield. The current resolution from 2018 authorizes job classifications that are no longer in existence. The proposed resolution allows the City of San Mateo's Finance Department staff listed on the resolution to deposit or withdraw SMC funds in LAIF accounts and to execute and deliver any documentation required by LAIF in the management of the account under the direction of the Fire Chief.

FISCAL IMPACT

There are no direct costs related to the adoption of this resolution.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2022-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND DESIGNATING AUTHORIZED STAFF TO ORDER THE DEPOSIT AND WITHDRAWAL OF MONIES

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 *et. seq.* for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors of the San Mateo Consolidated Fire Department hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 *et. seq.* for the purpose of investment as provided therein is in the best interests of the San Mateo Consolidated Fire Department;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the San Mateo Consolidated Fire Department hereby resolves that:

1. The deposit and withdrawal of San Mateo Consolidated Fire Department monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 *et. seq.* for the purpose of investment as provided therein.
2. The following San Mateo Consolidated Fire Department officers holding the title(s) specified hereinbelow **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Rich Lee – Finance Director
Karen Huang – Deputy Director of Finance
Karley Toffey – Senior Management Analyst
Renee Halcon – Budget Analyst

3. This resolution shall remain in full force and effect until rescinded by City Council/Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

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 13th day of July, 2022 , by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 13, 2022

Subject: Revised Salary Schedule

RECOMMENDATION

Adopt a resolution approving the revised salary schedule to reflect the hourly, monthly, and annual ranges for merit classifications within the San Mateo Consolidated Fire Department.

BACKGROUND

On January 12, 2022 and April 13, 2022, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors approved revised Compensation and Benefit Plans and employee Resolutions that included salary increases and newly created positions.

Title 2 of the California Code of Regulations (CCR) Section 570.5, requires the Fire Board to adopt a full salary schedule as a standalone document detailing the rates of pay for each department classification, and to maintain this salary schedule as a publicly available document for at least five years. The California Public Employees' Retirement System (CalPERS) uses this salary schedule to determine the "compensation earnable" when calculating the monthly pension an individual will receive when they retire. "Compensation earnable" is defined by the Public Employees Retirement Law (PERL) Government Code Sections 20636 and 20636.1 as pay rates and special compensation as defined in the statutes.

The merit salary schedules (Attachments B and C) reflect salary changes previously approved by the Board of Directors via resolution. Salary schedules are available to the public on the Department's website.

FISCAL IMPACT

The adopted FY 2021-22 budget and adopted FY 2022-23 budget assumed these changes.

ATTACHMENTS

- A. Resolution
- B. Revised Merit Salary Schedule – Effective 1/23/22
- C. Revised Merit Salary Schedule – Effective 4/17/22

RESOLUTION NO. RES-2022

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT APPROVING A REVISED SALARY
SCHEDULE TO REFLECT THE HOURLY, MONTHLY, AND ANNUAL RANGES FOR
MERIT CLASSIFICATIONS**

WHEREAS, On January 12, 2022, and April 13, 2022, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors approved revised Compensation and Benefit Plans and employee Resolutions that included salary increases and newly created positions; and,

WHEREAS, Title 2 of the California Code of Regulations (CCR), Section 570.5, requires the Fire Board to adopt a full salary schedule as a standalone document detailing the rates of pay for each department classification, and to maintain this salary schedule as a publicly available document for at least five years; and,

WHEREAS, the California Public Employees' Retirement System (CalPERS) uses this salary schedule to determine the compensation earnable when calculating the monthly pension an individual will receive when they retire; and,

WHEREAS, revisions to the Merit salary schedules effective April 17, 2022, and July 11, 2022 are attached to reflect the hourly, monthly, and annual ranges and conform to CalPERS reporting requirements.

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

1. Approve a revised salary schedule to reflect the hourly, monthly, and annual ranges for merit classifications within San Mateo Consolidated Fire Department.

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 13th day of July, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



San Mateo Consolidated Fire Department

Merit Salary Schedule

Effective Date: 01/23/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5340	ADMINISTRATIVE ASSISTANT	NE	STEP 1	30.96	2,477.03	5,366.90	64,402.80
			STEP 2	32.36	2,589.15	5,609.83	67,317.96
			STEP 3	33.80	2,704.11	5,858.90	70,306.80
			STEP 4	35.32	2,825.69	6,122.33	73,467.96
			STEP 5	36.92	2,953.42	6,399.08	76,788.96
5025	ADMINISTRATIVE TECHNICIAN	NE	STEP 1	37.46	2,996.94	6,493.38	77,920.56
			STEP 2	39.12	3,129.88	6,781.40	81,376.80
			STEP 3	40.90	3,271.80	7,088.90	85,066.80
			STEP 4	42.77	3,421.29	7,412.80	88,953.60
			STEP 5	44.66	3,573.15	7,741.83	92,901.96
2106	BUSINESS MANAGER	E	STEP 1	56.36	4,508.42	9,768.25	117,219.00
			STEP 2	58.89	4,710.92	10,206.99	122,483.88
			STEP 3	61.54	4,923.25	10,667.05	128,004.60
			STEP 4	64.31	5,144.56	11,146.54	133,758.48
			STEP 5	67.20	5,375.80	11,647.57	139,770.84
2410	DEPUTY FIRE CHIEF	E	STEP 1	108.89	8,711.31	18,874.51	226,494.12
			STEP 2	113.79	9,103.32	19,723.87	236,686.44
			STEP 3	118.91	9,512.97	20,611.44	247,337.28
3160	DEPUTY FIRE MARSHAL	NE	STEP 1	66.06	5,284.89	11,450.60	137,407.20
			STEP 2	68.98	5,518.79	11,957.38	143,488.56
			STEP 3	72.16	5,772.71	12,507.53	150,090.36
			STEP 4	75.41	6,031.90	13,069.11	156,829.32
			STEP 5	78.77	6,301.63	13,653.53	163,842.36
2482	EMERGENCY SERVICES MANAGER	E	STEP 1	54.88	4,390.34	9,512.40	114,148.80
			STEP 2	57.35	4,587.90	9,940.45	119,285.40
			STEP 3	59.93	4,794.36	10,387.78	124,653.36
			STEP 4	62.63	5,010.10	10,855.22	130,262.64
			STEP 5	65.44	5,235.56	11,343.71	136,124.52
5345	EMERGENCY SERVICES SPECIALIST	NE	STEP 1	30.96	2,477.03	5,366.90	64,402.80
			STEP 2	32.36	2,589.15	5,609.83	67,317.96
			STEP 3	33.80	2,704.11	5,858.90	70,306.80
			STEP 4	35.32	2,825.69	6,122.33	73,467.96
			STEP 5	36.92	2,953.42	6,399.08	76,788.96
2141	EMS CLINICAL EDUCATION SPECST	E	STEP 1	54.88	4,390.34	9,512.40	114,148.80
			STEP 2	57.35	4,587.90	9,940.45	119,285.40
			STEP 3	59.93	4,794.36	10,387.78	124,653.36
			STEP 4	62.63	5,010.10	10,855.22	130,262.64
			STEP 5	65.44	5,235.56	11,343.71	136,124.52



San Mateo Consolidated Fire Department

Merit Salary Schedule

Effective Date: 01/23/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2085	FIRE BAT CHIEF-40	E	STEP 1	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
2086	FIRE BAT CHIEF-56	E	STEP 1	59.35	6,647.14	14,402.14	172,825.68
			STEP 2	62.32	6,979.50	15,122.25	181,467.00
			STEP 3	65.44	7,328.50	15,878.42	190,541.04
			STEP 4	68.70	7,694.64	16,671.73	200,060.76
			STEP 5	72.14	8,079.46	17,505.49	210,065.88
3121	FIRE CAPTAIN-40 (LT DUTY)	NE	STEP 1	67.40	5,392.79	11,684.37	140,212.44
			STEP 2	70.48	5,639.11	12,218.08	146,616.96
			STEP 3	73.67	5,892.82	12,767.77	153,213.24
3120	FIRE CAPTAIN-56	NE	STEP 1	48.15	5,392.79	11,684.37	140,212.44
			STEP 2	50.35	5,639.11	12,218.08	146,616.96
			STEP 3	52.61	5,892.82	12,767.77	153,213.24
1150	FIRE CHIEF	E	STEP 1	116.64	9,330.87	20,216.89	242,602.68
			STEP 2	122.47	9,797.41	21,227.73	254,732.76
			STEP 3	128.59	10,287.29	22,289.12	267,469.44
2412	FIRE DIVISION CHIEF	E	STEP 1	98.99	7,918.95	17,157.73	205,892.76
			STEP 2	103.44	8,275.31	17,929.83	215,157.96
			STEP 3	108.10	8,647.69	18,736.67	224,840.04
2430	FIRE MARSHAL	E	STEP 1	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
3175	FIRE PREV INSPECT I	NE	STEP 1	52.20	4,176.49	9,049.07	108,588.84
			STEP 2	54.55	4,364.05	9,455.44	113,465.28
			STEP 3	57.04	4,563.17	9,886.87	118,642.44
			STEP 4	59.61	4,768.62	10,332.01	123,984.12
			STEP 5	62.27	4,982.50	10,795.42	129,545.04
3178	FIRE PREV INSPECT II	NE	STEP 1	57.44	4,594.79	9,955.37	119,464.44
			STEP 2	60.02	4,801.29	10,402.79	124,833.48
			STEP 3	62.71	5,016.23	10,868.49	130,421.88
			STEP 4	65.52	5,241.70	11,357.01	136,284.12
			STEP 5	68.48	5,478.75	11,870.63	142,447.56



San Mateo Consolidated Fire Department

Merit Salary Schedule

Effective Date: 01/23/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
3142	FIREFIGHTER TRAINEE-40	NE	STEP 1	40.22	3,217.85	6,972.01	83,664.12
			STEP 2	42.04	3,363.55	7,287.70	87,452.40
3143	FIREFIGHTER TRAINEE-56	NE	STEP 1	28.73	3,217.85	6,972.01	83,664.12
			STEP 2	30.03	3,363.55	7,287.70	87,452.40
3144	FIREFIGHTER-40 (LT DUTY)	NE	STEP 0	50.74	4,058.42	8,793.24	105,518.88
			STEP 1	52.88	4,230.44	9,165.95	109,991.40
			STEP 2	55.20	4,416.30	9,568.66	114,823.92
			STEP 3	57.71	4,616.91	10,003.31	120,039.72
			STEP 4	60.35	4,827.84	10,460.31	125,523.72
			STEP 5	63.06	5,044.66	10,930.10	131,161.20
3140	FIREFIGHTER-56	NE	STEP 0	36.24	4,058.42	8,793.24	105,518.88
			STEP 1	37.77	4,230.44	9,165.95	109,991.40
			STEP 2	39.43	4,416.30	9,568.66	114,823.92
			STEP 3	41.22	4,616.91	10,003.31	120,039.72
			STEP 4	43.11	4,827.84	10,460.31	125,523.72
			STEP 5	45.04	5,044.66	10,930.10	131,161.20
2078	FLEET & FACILITIES MANAGER	E	STEP 1	58.33	4,666.59	10,110.95	121,331.40
			STEP 2	61.04	4,875.68	10,563.97	126,767.64
			STEP 3	63.69	5,095.23	11,039.67	132,476.04
			STEP 4	66.55	5,324.28	11,535.94	138,431.28
			STEP 5	69.56	5,564.74	12,056.94	144,683.28
5105	FLEET AND FACILITIES TECH	NE	STEP 1	38.70	3,095.78	6,707.53	80,490.36
			STEP 2	40.44	3,235.09	7,009.37	84,112.44
			STEP 3	42.26	3,380.67	7,324.79	87,897.48
			STEP 4	44.16	3,532.80	7,654.40	91,852.80
			STEP 5	46.15	3,691.78	7,998.85	95,986.20
2023	MGMT ANALYST I	NE	STEP 1	40.56	3,244.70	7,030.18	84,362.16
			STEP 2	42.40	3,392.04	7,349.43	88,193.16
			STEP 3	44.28	3,542.31	7,675.00	92,100.00
			STEP 4	46.28	3,702.27	8,021.58	96,258.96
			STEP 5	48.34	3,867.08	8,378.67	100,544.04
2022	MGMT ANALYST II	E	STEP 1	44.53	3,562.68	7,719.13	92,629.56
			STEP 2	46.56	3,724.57	8,069.90	96,838.80
			STEP 3	48.63	3,890.35	8,429.09	101,149.08
			STEP 4	50.82	4,065.81	8,809.25	105,711.00
			STEP 5	53.09	4,247.08	9,202.01	110,424.12



San Mateo Consolidated Fire Department

Merit Salary Schedule

Effective Date: 01/23/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5230	OFFICE ASSISTANT I	NE	STEP 1	23.51	1,880.48	4,074.38	48,892.56
			STEP 2	24.55	1,964.22	4,255.80	51,069.60
			STEP 3	25.62	2,049.84	4,441.33	53,295.96
			STEP 4	26.80	2,143.98	4,645.30	55,743.60
			STEP 5	28.00	2,240.02	4,853.38	58,240.56
5430	OFFICE ASSISTANT II	NE	STEP 1	28.34	2,267.46	4,912.83	58,953.96
			STEP 2	29.76	2,380.52	5,157.80	61,893.60
			STEP 3	31.25	2,499.74	5,416.10	64,993.20
			STEP 4	32.81	2,624.63	5,686.70	68,240.40
			STEP 5	34.45	2,756.15	5,971.65	71,659.80
5460	SYSTEMS ANALYST I	NE	STEP 1	44.87	3,589.04	7,776.25	93,315.00
			STEP 2	46.87	3,750.20	8,125.43	97,505.16
			STEP 3	48.96	3,917.16	8,487.18	101,846.16
			STEP 4	51.22	4,097.63	8,878.19	106,538.28
			STEP 5	53.50	4,280.01	9,273.36	111,280.32
2033	SYSTEMS ANALYST II	E	STEP 1	51.85	4,149.31	8,990.18	107,882.16
			STEP 2	54.19	4,334.68	9,391.80	112,701.60
			STEP 3	56.61	4,530.23	9,815.50	117,786.00
			STEP 4	59.21	4,735.97	10,261.26	123,135.12
			STEP 5	61.84	4,948.83	10,722.47	128,669.64



Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5340	ADMINISTRATIVE ASSISTANT	NE	STEP 1	30.96	2,477.03	5,366.90	64,402.80
			STEP 2	32.36	2,589.15	5,609.83	67,317.96
			STEP 3	33.80	2,704.11	5,858.90	70,306.80
			STEP 4	35.32	2,825.69	6,122.33	73,467.96
			STEP 5	36.92	2,953.42	6,399.08	76,788.96
5025	ADMINISTRATIVE TECHNICIAN	NE	STEP 1	37.46	2,996.94	6,493.38	77,920.56
			STEP 2	39.12	3,129.88	6,781.40	81,376.80
			STEP 3	40.90	3,271.80	7,088.90	85,066.80
			STEP 4	42.77	3,421.29	7,412.80	88,953.60
			STEP 5	44.66	3,573.15	7,741.83	92,901.96
2106	BUSINESS MANAGER	E	STEP 1	56.36	4,508.42	9,768.25	117,219.00
			STEP 2	58.89	4,710.92	10,206.99	122,483.88
			STEP 3	61.54	4,923.25	10,667.05	128,004.60
			STEP 4	64.31	5,144.56	11,146.54	133,758.48
			STEP 5	67.20	5,375.80	11,647.57	139,770.84
2410	DEPUTY FIRE CHIEF	E	STEP 1	108.89	8,711.31	18,874.51	226,494.12
			STEP 2	113.79	9,103.32	19,723.87	236,686.44
			STEP 3	118.91	9,512.97	20,611.44	247,337.28
3160	DEPUTY FIRE MARSHAL	NE	STEP 1	66.06	5,284.89	11,450.60	137,407.20
			STEP 2	68.98	5,518.79	11,957.38	143,488.56
			STEP 3	72.16	5,772.71	12,507.53	150,090.36
			STEP 4	75.41	6,031.90	13,069.11	156,829.32
			STEP 5	78.77	6,301.63	13,653.53	163,842.36
2415	EMERGENCY MEDICAL SERVICES MGR	E	STEP 1	66.25	5,300.07	11,483.48	137,801.76
			STEP 2	69.23	5,538.46	12,000.00	144,000.00
			STEP 3	72.35	5,787.72	12,540.06	150,480.72
			STEP 4	75.61	6,048.38	13,104.82	157,257.84
			STEP 5	79.01	6,320.98	13,695.45	164,345.40
2482	EMERGENCY SERVICES MANAGER	E	STEP 1	54.88	4,390.34	9,512.40	114,148.80
			STEP 2	57.35	4,587.90	9,940.45	119,285.40
			STEP 3	59.93	4,794.36	10,387.78	124,653.36
			STEP 4	62.63	5,010.10	10,855.22	130,262.64
			STEP 5	65.44	5,235.56	11,343.71	136,124.52
5345	EMERGENCY SERVICES SPECIALIST	NE	STEP 1	30.96	2,477.03	5,366.90	64,402.80
			STEP 2	32.36	2,589.15	5,609.83	67,317.96
			STEP 3	33.80	2,704.11	5,858.90	70,306.80
			STEP 4	35.32	2,825.69	6,122.33	73,467.96
			STEP 5	36.92	2,953.42	6,399.08	76,788.96



Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2141	EMS CLINICAL EDUCATION SPECST	E	STEP 1	54.88	4,390.34	9,512.40	114,148.80
			STEP 2	57.35	4,587.90	9,940.45	119,285.40
			STEP 3	59.93	4,794.36	10,387.78	124,653.36
			STEP 4	62.63	5,010.10	10,855.22	130,262.64
			STEP 5	65.44	5,235.56	11,343.71	136,124.52
2085	FIRE BAT CHIEF-40	E	STEP 1	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
2086	FIRE BAT CHIEF-56	E	STEP 1	59.35	6,647.14	14,402.14	172,825.68
			STEP 2	62.32	6,979.50	15,122.25	181,467.00
			STEP 3	65.44	7,328.50	15,878.42	190,541.04
			STEP 4	68.70	7,694.64	16,671.73	200,060.76
			STEP 5	72.14	8,079.46	17,505.49	210,065.88
3121	FIRE CAPTAIN-40 (LT DUTY)	NE	STEP 1	67.40	5,392.79	11,684.37	140,212.44
			STEP 2	70.48	5,639.11	12,218.08	146,616.96
			STEP 3	73.67	5,892.82	12,767.77	153,213.24
3120	FIRE CAPTAIN-56	NE	STEP 1	48.15	5,392.79	11,684.37	140,212.44
			STEP 2	50.35	5,639.11	12,218.08	146,616.96
			STEP 3	52.61	5,892.82	12,767.77	153,213.24
1150	FIRE CHIEF	E	STEP 1	116.64	9,330.87	20,216.89	242,602.68
			STEP 2	122.47	9,797.41	21,227.73	254,732.76
			STEP 3	128.59	10,287.29	22,289.12	267,469.44
2412	FIRE DIVISION CHIEF	E	STEP 1	98.99	7,918.95	17,157.73	205,892.76
			STEP 2	103.44	8,275.31	17,929.83	215,157.96
			STEP 3	108.10	8,647.69	18,736.67	224,840.04
2430	FIRE MARSHAL	E	STEP 1	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
3175	FIRE PREV INSPECT I	NE	STEP 1	52.20	4,176.49	9,049.07	108,588.84
			STEP 2	54.55	4,364.05	9,455.44	113,465.28
			STEP 3	57.04	4,563.17	9,886.87	118,642.44
			STEP 4	59.61	4,768.62	10,332.01	123,984.12
			STEP 5	62.27	4,982.50	10,795.42	129,545.04



Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
3178	FIRE PREV INSPECT II	NE	STEP 1	57.44	4,594.79	9,955.37	119,464.44
			STEP 2	60.02	4,801.29	10,402.79	124,833.48
			STEP 3	62.71	5,016.23	10,868.49	130,421.88
			STEP 4	65.52	5,241.70	11,357.01	136,284.12
			STEP 5	68.48	5,478.75	11,870.63	142,447.56
3142	FIREFIGHTER TRAINEE-40	NE	STEP 1	40.22	3,217.85	6,972.01	83,664.12
			STEP 2	42.04	3,363.55	7,287.70	87,452.40
3143	FIREFIGHTER TRAINEE-56	NE	STEP 1	28.73	3,217.85	6,972.01	83,664.12
			STEP 2	30.03	3,363.55	7,287.70	87,452.40
3144	FIREFIGHTER-40 (LT DUTY)	NE	STEP 0	50.74	4,058.42	8,793.24	105,518.88
			STEP 1	52.88	4,230.44	9,165.95	109,991.40
			STEP 2	55.20	4,416.30	9,568.66	114,823.92
			STEP 3	57.71	4,616.91	10,003.31	120,039.72
			STEP 4	60.35	4,827.84	10,460.31	125,523.72
3140	FIREFIGHTER-56	NE	STEP 0	36.24	4,058.42	8,793.24	105,518.88
			STEP 1	37.77	4,230.44	9,165.95	109,991.40
			STEP 2	39.43	4,416.30	9,568.66	114,823.92
			STEP 3	41.22	4,616.91	10,003.31	120,039.72
			STEP 4	43.11	4,827.84	10,460.31	125,523.72
2078	FLEET & FACILITIES MANAGER	E	STEP 1	58.33	4,666.59	10,110.95	121,331.40
			STEP 2	61.04	4,875.68	10,563.97	126,767.64
			STEP 3	63.69	5,095.23	11,039.67	132,476.04
			STEP 4	66.55	5,324.28	11,535.94	138,431.28
			STEP 5	69.56	5,564.74	12,056.94	144,683.28
5105	FLEET AND FACILITIES TECH	NE	STEP 1	38.70	3,095.78	6,707.53	80,490.36
			STEP 2	40.44	3,235.09	7,009.37	84,112.44
			STEP 3	42.26	3,380.67	7,324.79	87,897.48
			STEP 4	44.16	3,532.80	7,654.40	91,852.80
			STEP 5	46.15	3,691.78	7,998.85	95,986.20
2023	MGMT ANALYST I	NE	STEP 1	40.56	3,244.70	7,030.18	84,362.16
			STEP 2	42.40	3,392.04	7,349.43	88,193.16
			STEP 3	44.28	3,542.31	7,675.00	92,100.00
			STEP 4	46.28	3,702.27	8,021.58	96,258.96
			STEP 5	48.34	3,867.08	8,378.67	100,544.04



Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2022	MGMT ANALYST II	E	STEP 1	44.53	3,562.68	7,719.13	92,629.56
			STEP 2	46.56	3,724.57	8,069.90	96,838.80
			STEP 3	48.63	3,890.35	8,429.09	101,149.08
			STEP 4	50.82	4,065.81	8,809.25	105,711.00
			STEP 5	53.09	4,247.08	9,202.01	110,424.12
5230	OFFICE ASSISTANT I	NE	STEP 1	23.51	1,880.48	4,074.38	48,892.56
			STEP 2	24.55	1,964.22	4,255.80	51,069.60
			STEP 3	25.62	2,049.84	4,441.33	53,295.96
			STEP 4	26.80	2,143.98	4,645.30	55,743.60
			STEP 5	28.00	2,240.02	4,853.38	58,240.56
5430	OFFICE ASSISTANT II	NE	STEP 1	28.34	2,267.46	4,912.83	58,953.96
			STEP 2	29.76	2,380.52	5,157.80	61,893.60
			STEP 3	31.25	2,499.74	5,416.10	64,993.20
			STEP 4	32.81	2,624.63	5,686.70	68,240.40
			STEP 5	34.45	2,756.15	5,971.65	71,659.80
5460	SYSTEMS ANALYST I	NE	STEP 1	44.87	3,589.04	7,776.25	93,315.00
			STEP 2	46.87	3,750.20	8,125.43	97,505.16
			STEP 3	48.96	3,917.16	8,487.18	101,846.16
			STEP 4	51.22	4,097.63	8,878.19	106,538.28
			STEP 5	53.50	4,280.01	9,273.36	111,280.32
2033	SYSTEMS ANALYST II	E	STEP 1	51.85	4,149.31	8,990.18	107,882.16
			STEP 2	54.19	4,334.68	9,391.80	112,701.60
			STEP 3	56.61	4,530.23	9,815.50	117,786.00
			STEP 4	59.21	4,735.97	10,261.26	123,135.12
			STEP 5	61.84	4,948.83	10,722.47	128,669.64



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 13, 2022

Subject: Purchase of Two Chevy Tahoe Vehicles

RECOMMENDATION

Adopt a resolution to approving a Purchase Order in the amount not to exceed \$104,155 for Elk Grove Auto/Winner Chevrolet for the purchase of two Chevy Tahoe vehicles.

BACKGROUND

The Vehicle and Equipment Replacement Fund accounts for internal collections from SMC Fire operations to fund the replacement of vehicles and equipment. This includes vehicles, computers, radios, and other major equipment. Funds for future replacement are collected while vehicles and equipment are in service so that when it is time for replacement, adequate funds are available.

ANALYSIS

The two vehicles scheduled for replacement are both Ford Explorers S-1531 and S-1634 that have reached the end of their useful life. They will be replaced with 2022 Chevy Tahoe 4-wheel drive vehicles. These utility type vehicles will be assigned to the Fire Chief and Deputy Chief. The change to the Chevy Tahoe will provide future repurposing options we don't currently have with the Ford Explorer.

Fleet Management develops specification for new vehicles that meet operational needs and improve efficiency. As part of the process, quotes for different vehicles for the replacement of 2 Ford Explorers were received. Due to the lack of inventory from several manufacturers, it was determined that the Chevrolet Tahoe was the best fit vehicle for the department. The State's Statewide Contracts for Fleet Vehicles provides contracted pricing to the State of California and local governmental agencies. Through the State of California Contract # 1-22-23-23D, we can secure government pricing.

FISCAL IMPACT

Sufficient funds have been accumulated in the Vehicle and Equipment Replacement Fund, and the purchase of this equipment was included in the adopted 2022-23 budget. As such, no additional budget appropriations are required.

ATTACHMENTS

- A. Resolution
- B. Quote

RESOLUTION NO. RES-2022-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$104,155 FOR ELK GROVE AUTO/WINNER CHEVROLET FOR THE PURCHASE OF TWO CHEVY TAHOE VEHICLES

WHEREAS, the Vehicle and Equipment Replacement Fund accounts for internal collections from SMC Fire operations to fund the replacement of vehicles and equipment; and,

WHEREAS, two vehicles scheduled for replacement are both Ford Explorers S-1531 and S-1634 that have reached the end of their useful life; and,

WHEREAS, they will be replaced with 2022 Chevy Tahoe 4-wheel drive vehicles and assigned to the Fire Chief and Deputy Chief; and,

WHEREAS, quotes for different vehicles for the replacement of 2 Ford Explorers were received and due to lack of inventory from several manufacturers, it was determined Chevrolet Tahoe was the best fit for the department; and,

WHEREAS, through the State's Statewide Contracts for Fleet Vehicles, we can secure government pricing with State of California Contract # 1-22-23-23D.

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 \$104,155.00 for Elk Grove Auto/Winner Chevrolet for the purchase of two Chevy Tahoe vehicles.

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 13th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

Elk Grove Auto / Winner Chevrolet

8575 Laguna Grove Drive
 Elk Grove, CA 95757
 916-426-5752

To: Saul San Filippo
 San Mateo Fire
 1040 East Hillsdale Blvd
 Foster City Ca, 94404
 (650) 445-5399

DATE May 13, 2022
Quotation # 4094-A

Prepared by: David Brewer

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-23D

Description	AMOUNT
Line 3 - Tahoe	\$ 44,000.00
Upgrade to LS	\$ 1,760.00
Options	\$ 995.00
Havis insert for radio installation	\$ 400.00
**** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. **** ****Shipping charge added for deliveries beyond Sacramento. No charge for will call.****	
Subtotal	\$ 47,155.00
DOC Fee	\$ 85.00
Taxable Subtotal:	\$ 47,240.00
Tax Rate(Subject to change):	9.375%
Tire Fee:	\$8.75
Delivery Charge:	\$ 400.00
Per Unit Total	\$ 52,077.50
Total	\$ 104,155.00

 (Order Acknowledgment Signature) (Date)

CA Tire Fee: \$1.75 / Per Tire

Vehicles Requested: 2 **Total**
Add CA Sales Tax (Tire Fee and Delivery are NOT to be taxed)

If you have any questions concerning this quotation, contact David Brewer at 916-509-8597 or email at Dbrewer@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: William Ross, Department Counsel

Meeting Date: July 13, 2022

Subject: Resolution Authorizing “Hybrid” Meetings Conducted Via In-Person Attendance and Remote Teleconferencing for the Department Board of Directors, Consistent with AB 361’s Amendments to the Ralph M. Brown Act

RECOMMENDATION

Adopt a Resolution finding that continued emergency conditions persist due to the ongoing COVID-19 pandemic and that meetings of the Department’s Board of Directors (“Board”) will be held as “hybrid” meetings with the option for members of the public, Department Staff, and Board Members to attend by either remote teleconferencing or to attend in-person, consistent with AB 361 and its amendments to Government Code Section 54953, for the period of May 25, 2022 to June 24, 2022.

BACKGROUND

Because of the COVID-19 pandemic, the Department’s Board of Directors had been conducting meetings via Zoom teleconference, as allowed by Executive Order N-29-20. However, the Executive Order expired on September 30, 2021. Assembly Bill 361, which was signed into law by the Governor on September 16, 2021, allows local agencies to continue to meet by Zoom or other teleconferencing methods, provided that certain conditions are met.

The effect of Executive Order N-29-20 was to suspend certain provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*), which previously only allowed remote teleconference participation by Board Members through an agenda-posting process at each teleconferenced member’s location, with agenda provisions requiring that each teleconferenced location be accessible to the public.

AB 361 amended the Brown Act to allow for the same teleconferencing as the now-expired Executive Order, so long as a state of emergency persists.

The enclosed Resolution would comply with the provisions of AB 361 and allow continued use of Zoom meetings of the Department Board, while also allowing it to conduct in-person meetings. This “hybrid” style of meeting continues to promote social distancing by allowing members of the Board and members of the public to participate in the manner in which they feel most safe, thereby promoting public participation while simultaneously protecting vulnerable members of the public, such as those with compromised immune systems.

Because the Governor’s declaration of a state of emergency is still in effect, the ability for the Board to continue to meet by Zoom, even in conjunction with in-person meetings, can be accomplished consistent with AB 361, which requires that Resolutions confirming the existence of a declared emergency are adopted *every 30 days* (or, if a longer period of time passes between each Board meeting, a Resolution be adopted each time the Board meets).

Stated differently, the Board will have to enact a “361 Resolution” at each meeting to allow the current Zoom teleconferencing procedures to continue.

To accomplish these “hybrid” style meetings, agendas should indicate the location of the physical meeting site that will be open to the public, as well as the alternate means of participating via Zoom or teleconference.

FISCAL IMPACT

None

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2022-

A RESOLUTION OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT RE-AFFIRMING THAT A LOCAL EMERGENCY EXISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY ISSUED BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING IN-PERSON AND REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT FOR THE PERIOD OF JULY 13, 2022 THROUGH AUGUST 12, 2022 PURSUANT TO THE RALPH M. BROWN ACT

WHEREAS, the San Mateo Consolidated Fire Department (“Department”) is committed to preserving and nurturing public access and participation in meetings of the San Mateo Consolidated Fire Department Board of Directors (“Board”); and,

WHEREAS, all meetings of the Department’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Department’s legislative bodies conduct their business; and,

WHEREAS, where a state of emergency exists, Government Code section 54953(e) authorizes remote, teleconferenced participation in meetings by members of a legislative body, without compliance with Government Code section 54953(b)(3), which under normal circumstances allows remote teleconference participation by Board Members through a specific agenda-posting process at each teleconferenced member’s location, with agenda provisions indicating that each teleconferenced location be accessible to the public; and,

WHEREAS, however, such requirements are not required for teleconferenced meetings when a state of emergency has been declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

WHEREAS, that proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the Department’s boundaries, caused by natural, technological, or human-caused disasters; and,

WHEREAS, that proclamation also requires that state or local officials have imposed or recommended measures to promote social distancing, or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, emergency conditions exist nationwide, including across California and within the Department’s operating area, resulting in a State of Emergency being proclaimed by Governor Newsom on March 4, 2020, proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19; and,

WHEREAS, on March 16, 2020, the Director of Emergency Services for each of the three member agencies of the Department proclaimed a local emergency within their jurisdictions, which were

subsequently ratified by their respective governing bodies. On April 1, 2020, the Department's Board of Directors adopted a Resolution confirming and ratifying the actions of the three member agencies taken on March 16, 2020, including the declarations of emergency within the Department's entire service area in response to the COVID-19 pandemic; and,

WHEREAS, during the COVID-19 pandemic, the Department Board has conducted remote, teleconferenced meetings consistent with the Governor's Executive Orders promoting social distancing;

WHEREAS, consistent with AB 361, as a condition of extending the use of the provisions found in section 54953(e), the Department Board must reconsider the circumstances of the state of emergency that exists in the Department, and the Department Board has done so; and,

WHEREAS, due to the emergence of new variants of COVID-19, such as Delta and Omicron variants of COVID-19, not all members of the public may feel safe to participate personally at in-person meetings; and,

WHEREAS, the Department Board has determined that conducting "hybrid" style meetings with the option for members of the public, Department Staff, and members of the Board of Directors to attend either virtually or in person would allow participation in a manner in which individuals feel most safe, thereby promoting public participation while simultaneously promoting social distancing and protecting vulnerable members of the public, such as those with compromised immune systems; and,

WHEREAS, as a consequence of the local emergency, the Department Board does hereby find that the legislative bodies of the Department shall conduct their meetings via in-person and remote teleconferencing, in compliance with Government Code section 54953(e); and,

WHEREAS, the Department will continue to provide teleconference access via a conference phone-line number to the meetings to ensure alternative means of public access.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The Department Board hereby proclaims that a local emergency continues to exist throughout the Department, and that conducting meetings that allow for both in-person and remote attendance would not only promote public safety, but also encourage broader public participation while providing members of the public to participate in the manner in which they feel safe and to slow or prevent the spread of the coronavirus.

Section 3. Re-Ratification of Governor's Proclamation of a State of Emergency. The Department Board hereby re-ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The staff and legislative bodies of the Department are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of either 30 days or such time the Department Board adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Department may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Department Board of the San Mateo County Fire Department held on the 13th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: July 13, 2022

Subject: **American Federation of State, County and Municipal Employees Memorandum of Understanding**

RECOMMENDATION

Adopt a resolution approving the Memorandum of Understanding between the San Mateo Consolidated Fire Department and the American Federation of State, County and Municipal Employees (AFSCME).

BACKGROUND

On December 9, 2020, the Fire Board of Directors adopted a resolution recognizing Administrative Assistant, Administrative Technician, Emergency Services Specialist, Fleet & Facilities Technician, Management Analyst I and Office Assistant I/II classifications in the General employee bargaining group and Emergency Services Manager, EMS Clinical Education Specialist, Fleet & Facilities Manager, and Management Analyst II classifications in the Management employee bargaining group of the American Federation of State, County and Municipal Employees (AFSCME). Since that date, the Fire Board of Directors has approved newly created classifications of Systems Analyst I and Central Services Worker in the General employee bargaining group and Emergency Medical Services Manager and Systems Analyst II in the Management employee bargaining group. As job classifications are approved or abolished by the Board, the list of classifications covered will be updated.

ANALYSIS

Following this recognition, Department staff has complied with applicable Public Employee Relations Board (PERB) Regulations concerning notice and distribution of the petitions and corresponding approvals, negotiations commenced and an MOU has been developed between AFSCME and SMC Fire. The MOU includes salary increases of 4% in July 2022 and 4% in July 2023. The Department's contribution for health insurance coverage will be up to 100% of Kaiser employee-only, two-party and family rate and for employees that waive health coverage, the Department will contribute \$160 per month to the employee's deferred compensation plan account. The MOU period is from July 13, 2022 through June 30, 2024.

FISCAL IMPACT

The cost of benefits and salaries in the compensation and benefit plans are reflected in the Fiscal Year 2022-23 adopted budget.

ATTACHMENTS

A. Resolution

B. Memorandum of Understanding

RESOLUTION NO. RES-2022-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

WHEREAS, on December 9, 2020, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors adopted a resolution recognizing the following classifications in the General employee bargaining group: Administrative Assistant, Administrative Technician, Emergency Services Specialist, Fleet & Facilities Technician, Management Analyst I and Office Assistant I/II classifications in the General employee bargaining group of AFSCME; and,

WHEREAS, at the same meeting, the Board of Directors also recognized the following classifications in the Management employee bargaining group of AFSCME: Emergency Services Manager, EMS Clinical Education Specialist, Fleet & Facilities Manager, and Management Analyst II ; and,

WHEREAS, following this recognition, SMC Fire's staff has complied with applicable Public Employee Relations Board (PERB) Regulations; and,

WHEREAS, an MOU has been developed between AFSCME and SMC Fire, the period of which is from July 13, 2022 to June 30, 2024.

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

1. Approval of a Memorandum of Understanding between San Mateo Consolidated Fire Department and the American Federation of State, County and Municipal Employees (AFSCME).

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 13th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

Memorandum of Understanding

Between

**San Mateo Consolidated Fire
Department**

And

AFSCME Local 829

July 1, 2022 Through June 30, 2024

**Memorandum of Understanding
Between
San Mateo Consolidated Fire Department
And
AFSCME Local 829**

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**Memorandum of Understanding
Between
San Mateo Consolidated Fire Department
And
AFSCME Local 829**

PREAMBLE

This Memorandum of Understanding (“MOU”) is entered into by and between the American Federation of State, County and Municipal Employees, Local 829 (“Union”) and the San Mateo Consolidated Fire Department (“the Department”) pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties.

Article I. RECOGNITION

Pursuant to the Employer-Employee Relations Administrative Directive, adopted by the Department Board of Directors on December 9, 2020 the Union is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for individuals employed by the Department in those classifications within the General and Management Units. Those classifications included in the bargaining unit are listed in Appendix A of this MOU.

Article II. UNION RIGHTS

A. Communication with Employees

Any designated representative of the Union shall make arrangements with the Human Resources Manager or designee when there is a need to contact Department employees in person during the duty period of the employees. Reasonable routine contact may be made during such duty period by phone, e-mail or internal mail distribution; however, solicitation for membership or other internal employee organization business shall be conducted only during the off-duty hours of all employees concerned, unless otherwise approved. Internal employee organization business includes political, union election and social matters. The Union’s use of the Department’s phone, e-mail and internal mail systems is subject to compliance with Department policies. The Department shall not interfere with or censor Union communications that comply with Department policies.

B. Bulletin Boards

The Department shall provide suitable space on bulletin boards in work locations of represented employees. The Union shall be allowed to use such bulletin boards for communications having to do with official Union business.

C. Use of Department Buildings

Department buildings and other facilities may be made available for the Union's use in accordance with such administrative procedures as may be established by the Fire Chief or designee.

D. Advance Notice

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, policy or regulation directly relating to matters within the scope of representation proposed to be adopted by the Department and shall be given the opportunity to meet with the appropriate Department representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the Department may adopt or put into practice immediately such measures as are required. At the earliest practical date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate Department representatives.

E. Information Provided

In addition to the register of employees for whom dues or fees have been deducted at each pay period, the Department shall provide the Union with a listing of each bargaining unit employee, together with classification, pay rate, employee ID number, work location, shift, work extension, and, if in the Department's possession, current mailing address, personal phone number and e-mail address. This listing shall be provided electronically, in Excel, and on an at least annual basis. The Department will promptly notify the Union of the name, classification and Division assignment of any employee newly hired into an AFSCME unit classification.

The Union shall provide the Department with e-mail information for the person(s) authorized by the Union to receive information under this provision.

F. New Employee Orientation

The Department shall generally provide the Union with ten (10) days advance notice of the date, time and location of new hire orientation of a new hire to a represented classification; however, the Union agrees that, where ten (10) days advance notice is not reasonable, (e.g. orientation to occur fewer than 10 days after employee accepts employment), the Department will provide the Union with as much notice as possible. The Department shall provide the Union with an exclusive up to sixty (60) minute meeting with any new employee or group of employees covered by this MOU, as part of the employee(s)' new hire orientation. If the Union's selected representative is on duty, the representative shall receive release time to attend the new hire orientation meeting.

G. Dues Deduction

All employees within the bargaining unit represented by the Union may voluntarily join the Union and pay dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (hereinafter "payroll deductions") as determined by the Union. It shall be the responsibility of the Union to maintain a record of employees who have given their written consent to join and pay dues to the Union. The Union shall certify to the Department the identity of such members and the amount of such payroll deductions to be deducted.

The Department agrees to deduct the periodic payroll deductions from the paycheck of each employee who voluntarily executes a valid authorization form as certified by the Union, or pursuant to an authorization form tendered to the Department by either the Union or the employee. All sums deducted by the Department shall be remitted to the Union in an expedient manner and at the intervals requested by the Union (i.e. no more than seven (7) calendar days after the deduction), together with a list of names, employee ID numbers and amount of deduction for each employee for whom a deduction was made.

The Union will supply the Department with deduction authorization forms and/or membership applications as well as other informational materials it wishes to be distributed to new employees.

If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the Department shall direct the employee member to the Union. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Union directly to the Department and is subject to the terms and conditions as set forth in the original payroll deduction/authorization.

Notification will be provided to Human Resources. Change, cancellation or deduction requests received by the Department will be processed in the next full pay period.

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues required by this Section, no such deduction shall be made for the applicable pay period.

The provisions of this Section shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this subsection only, the term "separation" includes transfer out of the representation unit, layoff, and leave of absence without pay.

The Union shall refund to the Department any amount paid to it in error upon presentation of supporting evidence. The Union shall indemnify, defend and hold the Department and its agents and employees harmless from any cost, expense, fee or liability resulting from any claims, demands, lawsuits, or any other action arising from the operation of this Section. This includes, but is not limited to, the Department's attorney's fees and costs.

Article III. UNION STEWARDS AND NEGOTIATORS

A. Stewards

A Steward serves as the Union representative at the workplace level, assisting unit members in interpreting and enforcing the MOU and Department policies & procedures, providing representation in disciplinary matters, investigating and handling grievances, and attending meetings or hearings where matters within the scope of representation are considered during the term of the MOU.

The Union may designate one (1) Steward and one (1) alternate for each bargaining unit. A Steward may be released from assigned work duties by their supervisor to perform the Steward duties outlined in this section.

B. Negotiators

Department employees who are official representatives of the Union for the purpose of meeting and conferring on a successor MOU shall be released from assigned work duties with pay for such purposes.

C. Notification of Stewards and Negotiators

The Union will promptly notify the Department of the names of individuals designated to perform the functions outlined above. The use of official time for either purpose shall be reasonable and shall not interfere with the provision of Department services as determined by the Fire Chief or designee, provided however that the Department shall not unreasonably prevent a Steward or Negotiator from fulfilling their function.

Article IV. Probationary Period

The probationary period for new employees shall be for a period of not less than twelve (12) months of actual service. The length of the promotional probationary period shall be for a period of not less than six (6) months of actual service. If a promotional probationary employee is rejected at any time, the employee will maintain the ability to return to his/her previous job if the position is still vacant, as provided in the Department Personnel Rules and Regulations.

Article V. Personnel Files

Fire Administration may place in the employee's personnel file any letter of appreciation and commendation that in the Fire Chief's or his/her designee's estimation is of outstanding merit.

In accordance with the process and procedure contained in the Personnel Rules and Regulations an employee (or his/her representative on the presentation of written authorization signed by the employee) may, by appointment, review and have a right to receive a copy of their individual personnel files maintained by the Fire Department Administration. Any review must be done under supervision of Human Resources staff. Written reprimands and warnings shall be maintained in such files only in the event a copy of the document has been submitted to the employee. An employee shall receive a

copy of any written reprimand or warning prior to its being placed in the employee's personnel file. The Department shall provide an opportunity for the employee to respond in writing to any information about which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of their permanent personnel record. Employees will be provided a copy of any disciplinary document prior to it being placed in their personnel file. Letters of reprimand/warning may be removed from an employee's official personnel file, and any other file used by the employer for any personnel purpose, after one (1) year upon the written request of the employee and approval by the Fire Chief.

Article VI. Transfer and Voluntary Demotion

Provisions regarding transfer and voluntary demotion are found in the Department Personnel Rules.

Article VII. Seniority

Seniority is based on hire/anniversary date as defined in the Department Personnel Rules. Seniority will be a factor in determining promotions and vacations.

Employees who separate from employment due to a catastrophic leave illness, in accordance with the Catastrophic Leave Policy, and after having exhausted their leave provisions in accordance with Federal and State law, who are subsequently rehired by the Department in the same or equivalent position within 12 months of separation from employment, will have their previous seniority reinstated to the time which they stopped accruing seniority.

Article VIII. Salary

Effective the first full pay period following union ratification and Fire Board adoption an increase of four percent (4%) for all represented classifications.

Effective the first full pay period after July 1, 2023, an increase of four percent (4%) for all represented classifications.

A. Salary Survey

The Department and AFSCME will establish a labor/management committee to jointly work together to create a compensation survey. The purpose of the compensation survey is to assist the parties in negotiating a successor MOU. The committee will consist of two members appointed by Management and two members appointed by AFSCME. The first meeting of the committee will be held at least eight months prior to the expiration of the MOU. The Committee is assigned to determine how the survey data will be collected, and to designate comparable agencies.

B. Salary Upon Initial Appointment

Initial pay for an employee in the Department service shall be at the first step of the salary range in effect for the class to which appointed, except that the Fire Chief may authorize appointment at a higher step within the salary range of the class when he/she determines that interests of the Department will best be served.

C. Advancement through the Salary Plan

Advancement within a salary range is based on performance and requires the approval of the Fire Chief. Advancement through the steps of a salary range are not automatic. Employees are eligible to be considered for a salary range advancement after twelve (12) months following initial appointment/promotion to a classification and a determination of satisfactory service. Thereafter, an employee with satisfactory service may advance one step within the salary range every twelve (12) months. Employees who receive an overall performance rating of less than satisfactory, are placed on an improvement plan, or who receive disciplinary action (a written reprimand or more) are not eligible for consideration for a salary increase until they have served at least twelve (12) months of satisfactory performance or without further disciplinary incidents. Based upon meritorious service, the Fire Chief may provide an employee with a salary range advancement of greater than one (1) salary step.

D. Salary Upon Promotion, Transfer or Demotion

1. Salary Upon Promotion

An employee who is promoted from a position in one class to a position in a higher class, shall have his/her salary adjusted to the first step on the salary range for the higher class that is at least five percent (5%) greater than the employee's salary before promotion, except that under no circumstance shall the employee receive a salary that is greater than the maximum salary established for the class to which promoted.

2. Salary Upon Transfer

An employee who transfers to another position in the same classification or to another classification with the same pay range shall retain the same rate of base pay. A merit increase shall not be applicable at the successful completion of any probation or evaluation period required as a result of a transfer.

3. Salary Upon Demotion

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which he/she is demoted. The specific rate of pay within the range shall be determined by the Fire Chief or his/her designee, whose decision shall be final. An employee who is demoted to a position that he/she previously held shall not be placed at a step that is lower than the step held by the employee before the promotion.

E. Professional Development

Employees are eligible for reimbursement of educational courses and training through the Tuition Reimbursement Policy.

Article IX. Hours of Work

The work week shall be forty (40) hours within seven (7) consecutive days. Employees shall be scheduled to work on regular work shifts, with regular starting and quitting times. The standard work week consists of eight (8) hour days five (5) days per week Monday through Friday . Alternatively, and at the discretion of the Fire Chief, eligible employees may work a 4/10 schedule or a 9/80. Under a 4/10 schedule, employees will work four (4) ten (10) hour days per week. Under a 9/80 schedule, employees will work nine (9) hour days four (4) days per week, plus one eight (8) hour days once every two weeks. The work week under the 9/80 schedule is defined as forty (40) hours per week and will begin four (4) hours after the start time of each employee's eight (8) hour day. Employees may request alternative schedules at any time, subject to approval of the Fire Chief or designee.

A. Remote Work

Remote work is defined as work performed at an alternate worksite with pre-approval from the employee's supervisor or manager; final approval for such work may be granted only by the Fire Chief or his/her designee. Department policy governs requirements and standards for remote work.

Article X. Light Duty Assignments

A. Light Duty Assignments

An employee, who is on industrial disability leave or on non-industrial injury or illness leave and not able to perform the full responsibilities of their regular classification, but who is able to perform all or part of the responsibilities in an alternative assignment in the Department, shall be so assigned if the Fire Chief determines that an assignment is available and the employee is able to perform the assignment. The Department may require a medical examination to implement this provision.

B. Limited Duty Schedule

In the interest of flexibility to accommodate both the desires of the employer and the employee, the parties agree to work out a schedule agreeable to both parties. The parties agree that when there is a limited duty assignment they shall attempt to come to a mutual agreement on the type of schedule to be worked; whether it is to be 5 - 8's, 4 - 10's or any other schedule that meets the needs of both parties.

Article XI. Overtime (General Unit Only)

A. Overtime and Compensatory Leave

Under State law, Title I, Section 3100 of the California Government Code, all government employees are declared Disaster Service Workers and subject to such disaster service activities as may be assigned to them by their superiors or by law. An employee who is required to work in excess of his/her regular working hours during any one work day or who is required to attend a meeting not held during regular working hours (e.g., Fire Board meeting), shall be compensated by overtime pay at the rate of one and one-half times the employee's straight rate of pay or by compensatory time off at the rate of one and one-half times the hours worked.

All work in excess of regular working hours shall be subject to prior approval of the Fire Chief or his/her designee.

B. Compensatory Leave Accrual

No employee shall be allowed to accumulate more than 120 hours of compensatory leave (80 straight hours worked).

C. Callback Pay

An employee recalled to work outside of and not continuous with an employee's regularly scheduled hours of work shall be paid a minimum of three hours at the rate of one and one-half times the employee's regular straight-time rate of pay. An employee shall not receive additional three-hour payments for multiple callbacks that occur within one three-hour period. Pay shall include hours worked only and shall exclude any travel time.

Article XII. Work Out of Classification Pay

An employee appointed to a higher paid classification on an acting basis shall be paid at the first step of the higher pay range or at the step which is not less than 5% more than his/her current pay, provided the duration of the assignment is for 30 days or more and for purposes other than vacation relief and all of the duties of the higher paid class are performed. In the event an employee's acting assignment exceeds twelve (12) months the Union will be notified and, upon request from the Union, a meeting will be held to review the assignment.

If an employee performs a significant portion but not all of the duties of a higher paid classification, the employee may, upon the Fire Chief's approval, qualify for a differential in pay to be determined by duties assigned for this work out of class.

An employee who believes he/she is performing the duties of a vacant position or an absent employee in a higher class but has not received prior written approval from his/her manager and Human Resources shall immediately notify his/her manager in writing. The Fire Chief or his/her designee shall approve or deny, within one business day, the Employee's inquiry.

Article XIII. Holidays

A. The following holidays are observed by the Department:

New Year's Day	January 1
Martin Luther King, Jr. Day	January 15 or its legal substitute (third Monday in January)
President's Day	February 22 or its legal substitute (third Monday in February)
Memorial Day	May 31 or its legal substitute (last Monday in May)
Independence Day	Independence Day, July 4
Labor Day	first Monday in September
Veteran's Day	November 11
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving	fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

When any day recognized as a holiday fall on a Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

With regard to the holidays on Christmas Eve (December 24) and New Years' Eve (December 31) 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.

B. Observance

If a holiday falls on a full-time employee's regularly scheduled day off, holiday time of eight (8) hours shall be granted, regardless of employee's regularly scheduled hours for that day. Depending on their work schedule, an employee may need to utilize hours of discretionary leave to make up the different between eight (8) hours or, with prior supervisory approval, have the ability to make up the hours in the same work week and their regularly scheduled hours for that day. Holiday pay for part-time employees will be prorated based upon their equivalency to full-time employment (for example an employee regularly scheduled to work 20 hours per week).

If a Department paid holiday falls during the employee's scheduled vacation, the holiday will not be counted as vacation taken.

In order to receive holiday pay, an employee must be in paid status on the day immediately preceding and immediately following the date on which the holiday is observed. An employee who separates or commences an unpaid leave of absence on the last scheduled workday preceding a holiday will not receive holiday pay.

C. Floating Holidays

In addition to the above listed holidays, after completing one (1) year of continuous merit full time service, employees shall earn one (1) Floating Holiday each calendar year to be used at any time convenient to the Department and the employee. Once employee has

designated the date, they choose to use this floating holiday, employee will notify the HR and Payroll staff by email. Floating Holidays will only be usable as time off and may not be paid out upon separation from the Department. Floating Holidays must be used within one year of being earned.

D. Work On a Holiday

Employees required to work on an observed holiday shall receive pay at one and one-half times their regular rate of pay. In addition, the employee will have holiday hours banked for every hour worked, up to a maximum of eight (8) hours.

Article XIV. Vacation

A. Vacation Accrual

Employees shall accrue vacation in accordance with the following schedule:

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	6.46	336	21 working days
16 through 25	7.08	368	23 working days
26+	7.69	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.

B. 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.

Employees may cash out up to a maximum of eighty (80) hours of accrued vacation leave per calendar year. Employees 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 he/she 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.

C. Management Unit Only

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.

Article XV. Sick Leave

A. Sick Leave Accrual & Use

Employees shall accrue sick leave at a rate of 3.7 hours per pay period for each pay period that the employee is in paid status. There shall be no maximum accumulation of sick leave. Sick leave shall be allowed and used only in cases when the employee is too sick or disabled to safely and effectively perform his/her duties, for medical or dental treatment, or as authorized for family illness and injury as outlined in Section 18.2; and as an income supplement to workers' compensation benefits. In order to receive sick leave compensation while absent, an eligible employee who is unable to report to work due to illness or injury shall notify his/her supervisor, either in person or by voice mail, text message or e-mail, prior to or within one (1) hour after the time set for reporting to work.

Family sick leave may be taken and if taken, shall be charged to sick leave or, with the concurrence of the Fire Chief or designee, to vacation or executive leave where the presence of the employee elsewhere is essential because of illness, or disability of immediate members of his/her family. Immediate family member means parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandparent or grandchild. No more than half of the employee's annual accrual may be granted for family sick leave in any one calendar year. Any additional absences due to family illness or for other family members shall be charged to discretionary leave balances (e.g., vacation, executive leave, etc.).

Employees may be entitled to request additional leave pursuant to Federal and State Family Leave laws.

B. Protected Sick Leave

Protected sick leave may be taken and if taken, shall be charged to sick leave or, with the concurrence of the Fire Chief or designee, to vacation or discretionary 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, as defined in California Labor Code 245(c).

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

No more than six (6) days of such protected sick leave shall be granted in any one calendar year. However, if extenuating circumstances exist, at the discretion of the Fire Chief or his/her designee, the employee may be granted a reasonable extension of the six (6) day limit. Any additional leave so granted shall be charged against the employee's accumulated sick leave.

C. Sick Leave Usage Review

The patterns of use, frequency of occurrence, total hours used, and hours available compared to hours accrued for each Employee will be periodically and routinely reviewed by management. Department standards will be communicated and applied to evaluate the individual use of this benefit. An improvement plan may be developed and implemented with approval of the Fire Chief or designee, considering factors such as Employee's circumstances, the operational impact of the unscheduled absences and the obligation to provide consistency within the department.

D. Catastrophic Leave Donation

Employees may be eligible to receive leave donations in accordance with the Department's Catastrophic Leave Policy (Appendix B).

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

E. Sick Leave Reinstatement

The Department will not pay employees for unused sick leave upon termination of employment. Employees who are rehired by the Department within one year from the date of separation will have any previously unused and accrued sick leave hours reinstated.

Article XVI. Other Leaves

A. Leaves of Absences

The provisions of this section shall be read and administered in accordance with applicable provisions of state and federal statutes, regulations and decisional law (hereafter referred to as governing law) pertaining to family, pregnancy, disability and military leave rights. To the extent provisions of this section conflict with the governing law and the conflict results in a more favorable benefit for the employee, the governing law will take precedence. Otherwise, the provisions of this Section shall govern. If, during the term of this agreement, judicial, legislative, or regulatory changes to the governing law invalidate provisions of this section, the parties shall, as soon as it can be mutually arranged, meet and confer to address the impact of the invalidated provisions on existing terms and conditions of employment.

An employee who is on paid leave shall continue to earn sick and vacation leave credit. An employee who is on leave without pay shall not accrue sick or vacation leave credit.

B. Executive Leave- Management Unit Only

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 eighty (80) hours of Executive Leave.

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.

Executive leave shall be taken at the discretion of the Employee contingent upon approval by the Fire Chief or designee.

C. Recognition Leave – Management Unit Only

1. Performance Component

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.

D. Family Care and Medical Leave

The Department employees may be eligible to receive a leave of absence under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). In order to receive FMLA and CFRA leave, employees must be employed with the Department for at least one year and must have actually worked at least 1,250 hours in the one year immediately preceding the leave.

Eligible employees may receive up to 12 weeks of unpaid leave for the following purposes: (1) to care for their own serious health condition, as determined under the FMLA and the CFRA; (2) to care for the serious health condition of a parent, child, spouse, or registered domestic partner; and (3) to bond with the employee's a newborn child; or (4) to bond with a child placed in the employee's home through adoption or foster care. Eligible employees may receive up to 26 weeks of unpaid leave to care for an injured service member, as defined under the FMLA. The Department will use a rolling calendar year to determine the amount of leave time available at the time of the employee request.

The administration of any FMLA or CFRA leave provided for under this provision shall be in accordance with the provisions of the FMLA and the CFRA. Leave provided under this provision may run concurrently with other leaves provided under this agreement. Additional information regarding available leave benefits is set forth in the Department Personnel Rules and Regulations.

E. Pregnancy Disability Leave

The Department shall provide eligible employees with leave in accordance with the provisions of the California Pregnancy Disability Leave Law. Eligible employees may receive up to four months of unpaid leave when they are disabled due to pregnancy. During Pregnancy Disability Leave an employee shall be entitled to continue to receive the Department's flexible benefits program contribution amount. The administration of any leave under this provision shall be in accordance with the provisions of the Pregnancy Disability Leave Law. Additional information regarding available leave benefits is set forth in the Department's Pregnancy, Maternity and Postnatal Care Policy.

F. Industrial Disability Leave

The Department will provide full pay for the initial sixty (60) workdays to employees who suffer industrial disabilities and are on authorized disability leave. During this period, the employee will accrue benefits and the Department will continue to contribute to benefits as usual. The employee shall pay their usual portion of the benefits. Workers' Compensation benefits will be integrated, and checks endorsed to the Department by the Employee. No use of sick leave will be required during the first sixty (60) workdays months.

After the first sixty (60) workdays of Industrial Disability Leave, until the employee is determined to be able to return to work or permanent and stationary and unable to return to work, the employee may integrate Workers' Compensation benefits with unused sick leave to assure no loss of compensation. The continuing eligibility for employee benefits will be determined in accordance with insurance contracts, State and Federal law and Department policy after the first sixty (60) workdays

G. Leave Without Pay

An employee who needs a leave of absence from work without pay shall file a written request with the Personnel Division, stating the title of the employee's position, the beginning and ending dates of the requested leave and a full statement for such a request. A request for personal leave shall be made on forms prescribed from the Department. The request shall normally be initiated by the employee, but may be initiated by the employee's Chief Officer or Manager.

A personal leave may be granted for the following reasons:

1. Illness or non-job related disability including pregnancy, beyond or in lieu of that covered by sick or other available leave;
2. Education or training which will benefit the Department; or
3. Other personal reasons provided the needs of the Department are considered.

Upon written request of an employee setting forth the reasons for the request, and upon the recommendation of the Personnel Division, the Fire Chief may grant an employee holding a regular position appointment a leave of absence for a period not to exceed six (6) months. Absences of more than six (6) months require the approval of the Board.

An authorized leave of absence without pay shall not be construed as a break in service. Rights accrued at the time leave is granted shall be retained by employee. However, seniority, vacation leave, sick leave, holidays, increases in salary, or other Department paid benefits will not be provided during the period of leave.

Unless otherwise required by law, the Department will not maintain contribution toward group insurance programs or retirement benefits for any employee on an unpaid leave of absence. Instead, the employee will be permitted to continue coverage as allowed under law.

An employee returning from a personal leave may be required to provide medical documentation indicating the employee's fitness to return. Failure to provide requested medical documentation may delay an employee's return to work. If an employee requests to return to work prior to the scheduled end of his/her leave, the employee must first request approval from the Personnel Division at least three (3) days prior to the date of returning to work. The Personnel Division may request substantiating evidence (e.g., medical examination or doctor's written release).

Upon expiration of a regularly approved leave, the employee shall be reinstated to the same or similar position held at the time leave was granted or to an equivalent position, except that an employee on leave shall have no greater right to return to a position than if the employee had not been on leave. Failure on the part of an employee on leave to report to work promptly at the expiration of leave may be deemed to be a voluntary resignation.

H. Filling of Vacancy Related to Leave

When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof. Provision regarding temporary employees are found in the Department Personnel Rules and Regulations.

I. Military Leave

Military leave shall be granted in accordance with State and Federal law. All employees entitled to military leave shall give the appointing authority an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

J. Funeral/Bereavement Leave

Regular and probationary employees shall be entitled to up to three (3) working days of Funeral/Bereavement leave for each occurrence of death of an immediate family member. Requests for funeral/bereavement leave of up to three (3) working days and for any additional time beyond the standard leave of three (3) working days must be approved by the Fire Chief or his/her designee. Immediate family shall mean spouse, state-registered domestic partner, child, 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, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, or grandchildren. Other relatives and significant persons may be included with the approval of the Fire Chief. This leave shall not be accumulated and is in addition to sick leave and vacation benefits.

Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws.

K. Court Appearances and Jury Duty

1. Jury Duty

An employee who is summoned to serve on a jury must notify his/her Chief Officer or Manager as soon as possible after receiving notice of both possible and actual jury service. A leave of absence with pay will be granted to all regular employees for the period of any actual service, including any time during which the employee must be away from work to be present in court as a result of such a summons. Other employees will receive an unpaid leave of absence. While on jury duty, any payment except travel pay, meals and lodging receiving by the employee as a juror shall be remitted to the Department. Time spent on jury duty is not work time for purposes of calculating overtime compensation.

2. Subpoena

An employee who is subpoenaed to appear in court will be given leave to appear in response to the subpoena. If the subpoena is for the employee to appear in a matter regarding an event or transaction which he/she witnessed or investigated in the course of performing his/her official Department job duties, the leave will be without loss of compensation and the time spent responding to the subpoena shall be considered work time. Any payment except travel pay, meals and lodging received by the employee for such service shall be remitted to the Department.

If the subpoena is for the employee to appear in a matter regarding an event or transaction that does not involve the employee's performance of official Department job duties, the leave will be unpaid and shall not be considered work time.

L. Exception for Employee-Initiated or Non-Department Related Matters

An employee who is a named party or a witness in an action unrelated to the Department and its activities, who is a named party in an action against the Department, or who is serving as a paid expert witness is not eligible to receive compensation for time spent related to those proceedings. In such cases, an employee may request to receive time off without pay, or may use accrued vacation or compensatory time off for time related to those proceedings. The time spent in employee-initiated or non-Department related matters is not considered work time.

M. Time Off to Vote

In accordance with State law if an employee does not have sufficient time outside of working hours to vote in a state-wide election, the employee may take up to two hours off without loss of pay at the beginning or end of the day. Prior approval for this time off by the employee's supervisor is required. Employees are required to provide at least two (2) working days prior notice in order to be eligible to receive benefits under this section.

N. School Related Leave

In accordance with State law any employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year, without pay, to participate in activities of the school of their child. Such employee must provide reasonable advance notice of the planned absence.

The employee may be required to use accrued annual leave to cover the absence. The Department may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the Department at the same work site, only the first parent requesting leave shall be entitled to leave under this provision.

O. Educational Release Time

Employees shall be permitted to take job-related educational classes during on-duty hours within reasonable limits with approval of the Fire Chief or designee.

Article XVII. Benefits

A. Flexible Benefits Plan

The Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution or CalPERS PEMHCA Minimum Employer Contribution, whichever is greater) towards group medical insurance or No Plan:

	Effective January 2021	Effective January 2022 and until the first full pay period of July 2022
No Plan	\$380	\$380
Employee Only	\$929	\$985
Employee +1	\$1,858	\$1,969
Family	\$2,418	\$2,563

As of the first full pay period of July 2022 and each January during the term of this Agreement, the Department's contribution to the Plan will be adjusted to 100% of the Kaiser Region One health plan Single rate, 100% of the Kaiser Region One health plan

Two-Party rate, and 100% of the Kaiser Region One health plan Family rate offered under the PEMHCA contract. As of the first full pay period of July 2022, the Department's contribution toward No Plan (to be deposited into employee's 457 Deferred Compensation Plan account) will be adjusted to \$160 per month and will remain at that amount during the term of this Agreement.

Minimum contribution to be set at \$160 per month or the CalPERS MEC (Minimum Employer Contribution), whichever is greater. (This establishes minimum retiree medical contribution at \$160 per month.)

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

B. 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.

C. Dental Insurance

The Department will provide employees in the bargaining unit dental coverage for themselves and eligible dependents.

D. Vision Insurance

Vision Insurance: The Department shall provide vision insurance for the eligible employee and covered dependents.

E. Life Insurance

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) insurance for each employee.

F. State Disability Insurance

The Department is enrolled in State Disability Insurance (SDI). The cost to participate is paid by the employees. Any benefits received under this program will be automatically integrated with any available sick leave. Once sick leave is exhausted, employees may integrate the SDI benefits with unused vacation leave, holiday leave or executive leave. Integrated payments shall not exceed the employee's base rate of pay.

G. Long Term Disability Insurance

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 ⅔%) of full basic monthly salary up to a maximum salary allowed by the plan, less any deductible benefits.

H. Deferred Compensation Plan

Employees shall be eligible to participate in the Department voluntary deferred compensation program in accordance with Internal Revenue Code Section 457 (457 Plan). Information about the 457 Plan options is available on the Department's Shared Drive or SharePoint. The plan year for employee contributions to the 457 Plan is the calendar year, January 1 to December 31. The maximum voluntary contribution to any employee's account shall be that amount established by law.

Article XVIII. Employee Assistance Program

The Department and the Union have a mutual interest in the health and welfare of its Employees. To this end, both parties will work cooperatively to utilize the employee assistance program as described in Department Employee Assistance Program Combined Evidence of Coverage and Disclosure Form. The Department bears the full cost of the program and reserves the right to modify benefits and change providers of the EAP at its discretion, based on cost and service considerations. Department will give notice and seek input and feedback from the Union prior to implementing changes in providers or benefits. In the event the Department changes providers or benefits the overall level of coverage will be maintained or comparable. Individuals eligible to utilize benefits are those recognized and allowable by the EAP provider as listed in the Employee Assistance Program Combined Evidence of Coverage and Disclosure Form.

Article XIX. Retirement

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.

Article XX. Department Logo Wear

The Department, upon request, will provide an employee an initial set of logo wear consisting of one shirt, one jacket and one hat . The Department will consider requests for replacements as needed.

Article XXI. Grievance Procedure

A. Definition

A grievance is any dispute, which involves the interpretation or application of any provision of the Memorandum of Understanding, excluding, however, those provisions of the Memorandum of Understanding, which specifically provide that the decision of any Department official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Step 2 shall be utilized to provide an administrative appeal of a written reprimand. Such appeals shall not be processed beyond Step 2.

B. Procedure

A grievance shall be filed according to the following steps:

1. Step 1. Immediate Supervisor.

A grievance may be filed by an employee in his/her own behalf, or jointly by a group of employees or by the Union.

Within fifteen (15) calendar days of the event giving rise to a grievance, the grievant shall present the grievance in writing to the Battalion Chief. Grievances not presented within the time period shall be considered resolved.

The Battalion Chief shall meet with the grievant to settle the grievance and give a written response to the grievant within fifteen (15) calendar days from the receipt of the grievance.

2. Step 2. Fire Chief.

If the grievance is not resolved in Step 1 to the grievant's satisfaction, the grievant may, within fifteen (15) calendar days from receipt of the Battalion Chief's response, advance the grievance in writing to the Fire Chief for consideration. A written response to the grievance shall be made in writing by the Fire Chief, after conferring with the grievant, within fifteen (15) calendar days from receipt of the grievance.

3. Step 3. Mediation.

If the parties are unable to reach a mutually satisfactory resolution on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the parties may mutually agree to participate in mediation in an effort to resolve the grievance at this Step. The parties may agree upon a mediator or utilize the services of a mediator assigned through State Mediation and Conciliation Service.

4. Step 4. Arbitration.

In the event Mediation is unsuccessful in securing a settlement, either the Union or the Department may require that the grievance be referred to an impartial arbitrator within fifteen (15) calendar days of receipt of the Fire Chief's response (if mediation is not utilized) or the completion of mediation. The parties may select by mutual agreement or by requesting a list of seven (7) arbitrators from State Mediation and Conciliation Service (SMCS). If a list from SMCS is utilized, the parties shall determine by lot which party is to strike the first name from the list. The parties shall alternately strike names from the list until one name remains. The fees and expenses of the arbitrator and of a Court Reporter (if mutually agreed upon) shall be shared equally by the Union and the Department. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Decisions of the arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws.

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance.

Neither any Mediator nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

C. Extension of Time Limits

The above specified time limits may be extended in writing by mutual agreement between the parties. Failure of the employee or the Union to act within the specified time limits, unless extended and mutually agreed upon in writing, shall dismiss and nullify the grievance. Failure by the Department to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

D. Compensation Complaints.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief. In such cases no adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances.

E. Suspension and Discharge Grievances.

If the parties, in pursuance of the procedures outlined above resolve a grievance which involves suspension, demotion, reduction in step or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the arbitrator finds that the Department had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management, and if he/she finds that the Department had such right, he may not order reinstatement and may not assess any penalty upon the Department.

F. Interpretation of Memorandum

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Mediation or arbitration proceedings hereunder) will be recognized unless agreed to by the Fire Chief and the Union.

Article XXII. Disciplinary Action and Discharge

A. Disciplinary Action and Discharge

The Department shall have the right to issue disciplinary action and discharge employees for just cause. A list of examples for cause are found in the Department's Personnel Rules and Regulations.

B. Procedure

The Department and the Union recognize the intent of disciplinary action is to remedy performance problems and modify behavior. While the Department will attempt to accomplish those objectives through training and progressive disciplinary action, the Department reserves the right to issue disciplinary action, up to and including discharge, based on just cause and the circumstances of each case. Serious or repeated offenses may call for disciplinary action commensurate with the offense or totality of the circumstances and not necessarily based upon the premise of progressive disciplinary action.

C. Right to Representation

An employee shall have a right to a Union Steward present in an investigatory meeting which the employee reasonably believes could lead to disciplinary action. The employee shall arrange for representation at the earliest possible time.

D. Disciplinary Action Notices

The Department agrees to provide the Union with copies of all disciplinary action and discharge notices within five (5) business days after issuance. The Union may contest any disciplinary action or discharge by filing a written grievance at Step 1 of the grievance procedure contained in Grievance section TBD

E. Retention Period

Records of disciplinary action shall not be considered for purposes of future disciplinary action, provided there are no further disciplinary actions for the same conduct or similar offenses during the period of one (1) year upon request of the employee and approval by the Fire Chief or designee.

Disciplinary action issued and upheld following the exhaustion of appeal(s) under this Agreement for harassment/discrimination and workplace violence shall remain in an employee's personnel file and may be considered for purposes of further disciplinary action for the duration of an employee's employment with the Department.

F. Disclosure

The Department will, upon request of the Employee, provide the Union copies of any documents relied upon by the Department in support of the disciplinary action or discharge including, but not limited to, all investigative reports, witness statements and physical evidence. Where such documents contain confidential patient care or legal information, such confidential information will be redacted before providing the documents to the Union.

Article XXIII. Layoff and Reinstatement

A. Layoffs

Regular full-time, regular part-time and probationary employees shall receive written notice stating the reason for a layoff a minimum of sixty (60) days prior to the date of expected layoff. With such notice, the Employee shall be informed of the procedure to be followed and the rights to which he/she is entitled. The Fire Chief or designee shall make every effort to allow employees who will be laid off reasonable time to seek other employment.

B. Layoff Order and Procedure

In the event of the need for layoffs, employees will be laid off in the following order:

- a. Seasonal
- b. Temporary
- c. Part-time
- d. Probationary
- e. Regular Part-time
- f. Regular Full-time

Layoff shall be based on seniority of initial hire/anniversary date as defined in the Department Personnel Rules and/or this Compensation and Benefit Plan.

An employee shall have the right to displace an employee in a classification in his/her unit, for which he/she meets the minimum qualifications and over whom he/she has seniority.

The laid off employee who has successfully displaced another employee shall be placed in his/her chronological position of seniority in the new class. Employees identified for layoff who have seniority (displacement) rights to equal or lower paying classifications must declare their intention to exercise these rights at least twenty-five (25) days prior to layoff, otherwise displacement rights will automatically terminate. Employees of another representation unit may not be displaced. (An employee who declares seniority rights may not also claim priority employment rights for other vacant positions pursuant to Section 29 Priority Employment Rights of the Department's Personnel Rules and Regulations.) Employees laid off as a result of another employee's exercise of seniority rights shall not be entitled to an additional thirty (30) days' notice, but the minimum notice shall be fourteen (14) days.

C. Priority Employment Rights

After all employees have exhausted their displacement rights pursuant to the section above, any vacant positions remaining in the unit may be filled by employees meeting the minimum qualifications of such positions on the basis of total Department seniority, except that no employee may fill a vacant position which is at a higher salary range than that from which he/she was originally laid off.

When all laid off employees within a unit have fully exercised their priority employment rights under above, employees remaining on layoff shall be entitled to transfer into

positions outside the representation unit for which they possess the minimum qualifications pursuant to Department Personnel Rules.

D. Reemployment Lists

An employee shall be placed on the Reemployment List for any classification from which laid off and any classification previously held in the unit. Employees shall be ranked on such lists in order of total Department seniority.

A laid off employee who has fully exercised his/her rights pursuant to section above shall be entitled to be placed on the Reemployment Lists for classifications outside the representation unit, only pursuant to Department Personnel Rules.

E. Status of Laid Off Employees

Layoff for regular and probationary employees is considered a leave of absence without pay until an employee resigns. Termination occurs at the end of the life of a reemployment list. Layoff is not the same as termination unless the employee chooses to terminate in lieu of being placed on a reemployment list.

F. Fringe Benefits

In the event of layoff, a regular full-time or probationary employee may continue to participate in the employee insurance plans until termination of reemployment lists or resignation if premiums are paid in full by employee and the contract permits. Agreement to pay premiums must be in writing.

Other fringe benefits will cease on the last day on payroll. Sick leave and vacation accruals will cease on the last day on payroll.

Contributions to PERS will cease on the last day on payroll. Employees should request options for their PERS contributions from the PERS Office.

Payment for unused vacation time will be made in a lump sum following the last pay period that includes hours worked or at a later date if desired.

G. Reemployment

The Department will send notice of reemployment by certified mail to the last address of record but has no responsibility to attempt to trace an employee if such notice is not delivered by the Post Office. It is the responsibility of the employee who has been laid off to keep the Department informed as to his/her current address and telephone number. Employee has ten (10) working days in which to notify the Department by mail, telephone or otherwise, regarding intention to return to position offered. If at the end of ten (10) working days from date of notice, no response has been received from employee on layoff, Department will be entitled to fill positions in the following order:

(a) the laid off employee next in line for recall, if available for work, until the reemployment list is exhausted, and then; (b) by the normal recruiting process. An employee on layoff shall have the right to refuse an offer of reemployment without forfeiting the right to

reemployment or his/her place on the list. If the employee on layoff fails to respond within ten (10) working days of mailing of two separate written offers of reemployment sent by certified mail, the employee shall forfeit the right to reemployment pursuant to the terms of this Layoff Procedure and his/her name shall be removed from the reemployment list.

In order to expedite the reemployment process, the Department may notify more than one employee simultaneously, indicating the order of priority to each person.

The right to reemployment is contingent upon the ability of the employee to meet the physical and other requirements of the position to which the employee is being returned.

H. Status of Rehired Employees

Regular and probationary employees rehired within 12 months following layoff shall be considered as having been on leave of absence without pay. If rehired within 12 months, the employee shall be credited with prior service for purposes of vacation accrual and seniority. This means the employee will return to his/her previous status for accruing benefits but does not accrue benefits during the layoff period. Employees rehired to a regular position shall retain the sick leave balance at time of layoff unless he/she received payoff for said sick leave.

I. Anniversary Date of Rehired Employees

Layoff time which exceeds 30 days shall cause the anniversary date of the employee to be adjusted commensurate with the length of absence from work.

J. Pay of Rehired Employees

An employee rehired into the classification from which originally laid off shall be paid at the current rate for that classification and at the pay step held at the time of layoff.

An employee rehired into a classification previously held but not that from which originally laid off shall be paid at the current rate for that classification and at the pay step which most closely approximates, but does not exceed, the pay step held in the classification from which originally laid off.

An employee rehired into a classification not previously held shall be paid at the current rate for that classification and at a pay step approved by the Fire Chief.

K. Medical Examination for Rehires

To be rehired, an employee must pass a medical examination. At the time of layoff, exit interviews will be conducted, which will include a medical checklist for the employee to complete; complete recovery from workers' compensation injuries must be testified to.

Article XXIV. No Discrimination

There shall be no discrimination because of race (including traits historically associated with race, including, but not limited to hair texture and protective hairstyles including, but

not limited to, such hairstyles as braids, locks and twists), religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, , ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military services and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state or local laws and ordinances (referred to as “protected characteristics”) or legitimate union activities against any employee or applicant for employment by the Union or by the Department or by anyone employed by the Department; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination against any disabled persons solely because of such disability unless that disability prevents the persons from performing the essential job duties of the position. Complaints alleging discrimination based on legitimate union activities, shall be processed as grievances under this MOU. All other complaints of discrimination shall be processed in accordance with the Department’s policy prohibiting discrimination, harassment and retaliation.

Article XXV. Labor-Management Committee

This intent of this Article is to foster better communication between Labor and Management and to provide an opportunity for the Union to provide feedback to the Department on issues that might affect bargaining unit members.

The Labor Management Committee will meet up to four times per year upon request of the union to discuss issues related to the labor management relationship. Additional meetings may be scheduled by mutual agreement of the parties. A Human Resources Designee shall be the standing Department representative on the Labor Management Committee. Other supervisors, managers or Human Resources personnel shall be invited to attend as needed. The Union will have the shop stewards and one (1) union staff representative as the standing Union representatives on the Labor Management Committee. The union may invite one (1) additional member as needed.

Article XXVI. Term

This agreement shall be effective upon approval of AFSCME and the Fire Board and for the period from Fire Board adoption through June 30, 2024.

In witness whereof, the parties hereto have set their hands this _____ day of _____, 2022.

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

AFSCME LOCAL 829

By _____

By _____

By _____

By _____

Date: _____

Date: _____

APPENDIX A
CLASSIFICATIONS

General Unit Classifications

Administrative Assistant
Administrative Technician
Central Services Worker
Emergency Services Specialist
Fleet and Facilities Technician
Management Analyst I
Office Assistant I/II
Systems Analyst I

Management Unit Classifications

Emergency Services Manager
Emergency Medical Services Manager
Fleet & Facilities Manager
Management Analyst II
Systems Analyst II

APPENDIX B

CATASTROPHIC LEAVE DONATION

POLICY

This policy has been developed to assist employees who have exhausted paid leave balances due to a serious/catastrophic or debilitating illness, injury, or condition, affecting their own ability to work or requiring the employee's absence to provide care for an immediate family member (spouse, state-registered domestic partner, children of either spouse, either parent, brother or sister, employee's grandparents, grandchildren, mother or father-in-law, or brother or sister-in-law). Other relatives and significant persons may be included with the approval of the Fire Chief or designee.

PURPOSE

A catastrophic illness or injury is defined as a serious, debilitating, or critical illness, injury, or condition that has been diagnosed by a licensed physician, requiring an extended period of treatment or recuperation, which has a significant risk to life or life expectancy, or causing a long-term major physical impairment or disability. This policy may be used in conjunction with the Federal and State Family Leave laws.

PROCEDURE

3.1 ELIGIBILITY

1. An employee is eligible to receive donated leave under the following conditions:
 - a) Employee must be a regular full or part-time employee.
 - b) Employee must have exhausted all paid leave balances.
 - i. The recipient is not eligible so long as they have paid leaves available, however, the request may be initiated prior to the anticipated date the leave balances will be exhausted.
 - c) Employee or an immediate family member must have a catastrophic illness as previously defined.
 - d) Employee must be prevented from returning to work for at least 30 calendar days and be eligible for long-term disability benefits or family leave.
 - e) Employee must be on an approved Leave of Absence (i.e., FMLA, sick leave) with supporting medical certification.
 - f) Employee cannot receive leave when their employment status would prevent continuation of active leave benefits.
 - g) The medical prognosis for the condition includes a reasonable expectation

that proper care and rehabilitation will result in the return of the employee to full duties.

2. An employee is eligible to donate accrued leave under the following conditions:
 - a) Employee must be a regular full or part-time employee.
 - b) Employee must retain a minimum balance of 100 hours of sick leave and 100 hours of vacation after donating.
 - c) Voluntary donation of sick, vacation, or other leave must be a minimum of four (4) hours.

3.2 **CONDITIONS**

1. Participation by regular employees (both donating or receiving) shall be voluntary.
2. Leave may be donated only when there is a catastrophic illness as defined above.
3. Time donated will be available to receiving employee in future pay periods. Retroactive donations will not be permitted.
 - a) The donating employee's hours shall be transferred to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
4. Once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the leave hours donated, unless donated leave is returned per 3.2.6 (below).
5. Donated leave cannot be used for longer than 12 months without approval of the Fire Chief or their designee, when donated leave is exhausted, or when a change in employment status occurs, whichever comes first.
6. If the receiving employee is found to be eligible for workers' compensation benefits, any hours received will be returned to the donating employee.

3.3 **DONATING EMPLOYEES**

1. The donating employee completes the donation form and sends it through the approval process to Human Resources.
2. Once approved, Payroll will use the date and time approved to track the donation. Donated leave will be credited to the receiving employee from donating employees in chronological order by the date submitted for approval and used only as needed.
3. Human Resources and the Fire Chief or designee must approve the donation

prior to submission to Payroll for final processing.

3.4 **RECEIVING EMPLOYEES**

1. The receiving employee must submit a request to the Fire Chief or their designee.
2. The receiving employee must be eligible and willing to receive the donated sick or vacation leave. The medical details of the need for the donated leave are up to the receiving employee to share and will be kept confidential, unless otherwise advised in writing by the receiving employee.
3. Once the employee's own leave balances have been exhausted, the employee may receive donated leave in lieu of long-term disability benefits to remain on paid status. While on paid status, Department benefits will continue.
4. A receiving employee may not receive donated leave that allows a continuing leave of absence status if a decision would have otherwise been made concerning the employment status of the employee.

SIDE LETTER

SALARY SURVEY 2022

Article VIII Salary, A. Salary Survey of this MOU contains the following provisions for a salary survey:

***Salary Survey-** The Department and AFSCME will establish a labor/management committee to jointly work together to create a compensation survey. The purpose of the compensation survey is to assist the parties in negotiating a successor MOU. The committee will consist of two members appointed by Management and two members appointed by AFSCME. The first meeting of the committee will be held at least eight months prior to the expiration of the MOU. The Committee is assigned to determine how the survey data will be collected, and to designate comparable agencies.*

The parties agree the committee will begin work on the salary survey no later than December 1, 2022. Additionally, upon completion of the salary survey and at the request of the union, the parties will meet to review the results and discuss possible salary range adjustments for individual classifications.

Agreed to this day of _____, 2022.

**SAN MATEO CONSOLIDATED FIRE
DEPARTMENT**

AFSCME LOCAL 829

By _____

By _____