



# Agenda

**San Mateo Consolidated Fire Department  
Board of Directors  
Regular Meeting  
Wednesday, July 12, 2023 – 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](mailto: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\\_tsIDxtXTCyIUBSF9PS9Sw](https://us06web.zoom.us/webinar/register/WN_tsIDxtXTCyIUBSF9PS9Sw)

## **1. OPENING**

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

## **2. AGENDA CHANGES**

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

## **3. PUBLIC COMMENT**

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

## **4. CONSENT**

- [4.1](#) Approval of Fire Board Meeting Minutes from June 27, 2023.
- [4.2](#) Adopt a resolution approving a Purchase Order in the amount not to exceed \$300,000 for Bus & Equipment of California, Incorporated for fire apparatus inspection, service, maintenance, and repairs for fiscal year 2023-24.
- [4.3](#) Adopt a resolution approving a Purchase Order in the amount not to exceed \$400,000 for L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear, and supplies for fiscal year 2023-24.

- [4.4](#) 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 2023-24.
- [4.5](#) Adopt a resolution approving a Purchase Order in the amount not to exceed \$130,000 for Booster Fuels, Incorporated for mobile delivery of diesel fuel for all fire apparatus and generators for fiscal year 2023-24.
- [4.6](#) Adopt a resolution approving a Purchase Order in the amount not to exceed \$130,000 for Flyers Energy, LLC for vehicle fleet fuel for fiscal year 2023-24.
- [4.7](#) Adopt a resolution to approve an appropriation of \$0.5 million in reimbursement revenues from federal and state entities for SMC Fire's response to mutual aid events to increase its General Fund overtime budget.

## 5. NEW BUSINESS

- [5.1](#) Adopt a resolution to revise the salary range for the Executive Command Staff positions of Fire Chief and Deputy Fire Chief.
- [5.2](#) Introduce an ordinance adopting changes to Ordinance 2022-001 and the 2021 International Wildland Urban Interface Code and the 2022 California Fire Code with local amendments.

## 6. REPORTS AND ANNOUNCEMENTS

- 6.1. Board Members and Department Management Staff will have an opportunity to make announcements.
  - 6.1.1 Fire Chief Update (*verbal only*)
  - 6.1.2 Ops Update (*verbal only*)
  - 6.1.3 CRR Update (*verbal only*)

## 7. CLOSED SESSION

- 7.1. Conference with Legal Counsel regarding Existing Litigation, Workers' Compensation pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9

**Name of Cases:** Jay DelSecco, Gary Jacobs, Mike Ramsey

**Agency Designated Representative(s):** Jennifer Crims, Senior Human Resource Analyst, Willian D. Ross, Attorney & Mark R. Peterson, Attorney

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

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

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



**Meeting Minutes**  
**San Mateo Consolidated Fire Department**  
**Board of Directors Regular Meeting**  
**Tuesday, June 27, 2023 – 4:00 P.M.**  
**Hybrid Remote Teleconference Meeting**  
**Foster City EOC**

**1. OPENING**

The meeting was called to order at 4:01 pm by Board Chair Mates

1.3. Call to Order & Determination of a Quorum

1.4. Pledge of Allegiance

1.5. Roll Call

**Board Members Present:** Froomin, Mates, Newsom

**Board Members Absent:**

**2. AGENDA CHANGES**

None

**3. PUBLIC COMMENT**

None

**4. CONSENT**

Board Chair Mates asked if there was any public comment on this item, which there was not. Board Member Newsom moved to approve the Consent calendar; Board Chair Mates seconded. The Board Secretary took a roll call vote, and the Consent calendar items were approved 2-0 with Board Member Froomin abstaining due to absence from related meetings.

**5. NEW BUSINESS**

**Item 5.1 Adopt a Resolution approving the Memorandum of Understanding with the San Mateo County Firefighters International Association of Firefighters' Local 2400 Battalion Chiefs Unit.**

Chief Thrasher provided a brief presentation of the staff report for approval.

Chief Administrative Officer Corbett shared that approval of this contract creates a compaction impact on the unrepresented Executive group. He stated this will be partially addressed in a staff report at the upcoming July Board meeting which will recommend salary increases to mitigate the compaction. Further recommendations will be made at a future meeting to address impaction overall and to potentially tie compensation of the unrepresented employees to the represented employees. Board Member Froomin asked if this would require a budget adjustment to which Chief Thrasher stated though this is a small group it will be addressed if needed.

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

**6. REPORTS AND ANNOUNCEMENTS**

Board Member Newsom reminded all that fireworks are illegal in San Mateo and requested we observe the law.

Chief Thrasher shared that Interim City Manager Christina Horrisberger will assist until the new City Manager begins his role on August 21, 2023.

**7. ADJOURNMENT**

The Board meeting was adjourned at 4:09 p.m.





# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** July 12, 2023

**Subject:** Bus & Equipment Purchase Order

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## **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 2023-24.

## **BACKGROUND**

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Each fiscal year, staff monitors expenditures associated with inspections, servicing, maintenance, and repairs of fire apparatus through B&E, and based on what was expended, staff anticipates purchases not to exceed \$300,000 for fiscal year 2023-24.

## **ANALYSIS**

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

## **FISCAL IMPACT**

The adopted 2023-24 budget includes appropriations for apparatus maintenance and repair costs; thus, no additional budget appropriations are required.

## **ATTACHMENTS**

A. Resolution

**RESOLUTION NO. RES-2023-**

**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 2023-24**

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

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

WHEREAS, based on these expenditures, staff anticipates purchases not to exceed \$300,000 for fiscal year 2023-24; 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 2023-24.

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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 12<sup>th</sup> day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** July 12, 2023

**Subject:** L.N. Curtis & Sons Purchase Order

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## **RECOMMENDATION**

Adopt a resolution approving a purchase order in the amount not to exceed \$400,000 for L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear, and supplies for fiscal year 2023-24.

## **BACKGROUND**

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Each fiscal year, staff monitors expenditures associated with the purchase of fire suppression equipment, safety gear, and supplies through L.N. Curtis & Sons within both the Operations and Community Risk Reduction Divisions, and based on these expenditures, staff anticipates purchases not to exceed \$400,000 for fiscal year 2023-24.

## **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 2023-24 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-2023-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$400,000 FOR L.N. CURTIS & SONS FOR THE PURCHASE OF FIRE SUPPRESSION EQUIPMENT, SAFETY GEAR, AND SUPPLIES FOR FISCAL YEAR 2023-24**

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

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

WHEREAS, based on these expenditures, staff anticipates purchases not to exceed \$400,000 for fiscal year 2023-24; 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 \$400,000 for L.N. Curtis & Sons, Inc. for the purchase of fire suppression equipment, safety gear and supplies for fiscal year 2023-24.

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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 12<sup>th</sup> day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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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**

## **Twelfth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT**

### **Product Line Addition**

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

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

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

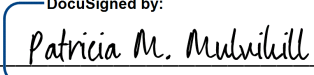
**ATTACHMENT A**  
**to Master Price Agreement by and between VENDOR and PURCHASER.**  
**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

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


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

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

LEAGUE OF OREGON CITIES

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

L.N. CURTIS & SONS

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

## **Eleventh Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT**

### **Product Line Subtraction**

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

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## AMENDMENT TO MASTER PRICE AGREEMENT

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

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

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

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

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

LEAGUE OF OREGON CITIES

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

L.N. CURTIS & SONS

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

## **Tenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT**

### **Product Line Addition**

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

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

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

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

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

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

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

LEAGUE OF OREGON CITIES

DocuSigned by:  
Patty Mulvihill  
BY: Patty Mulvihill  
ITS: Interim Executive Director

Date July 15, 2022 | 6:19 AM PDT

L.N. CURTIS & SONS

DocuSigned by:  
Nick Lawrence  
BY: Nick Lawrence  
ITS: Director, Special Programs

Date July 21, 2022 | 12:05 PM PDT

## **Nineth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT**

### **Updates to Attachment A**

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

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## AMENDMENT TO MASTER PRICE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEAGUE OF OREGON CITIES

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

L.N. CURTIS & SONS

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

## **Eight Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT**

### **Product Line Subtraction**

This Amendment to the Master Price Agreement is entered into this 17<sup>th</sup> 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

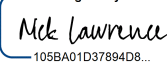
**Record Tracking**

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

**Signer Events**

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

**Signature**

DocuSigned by:  
  
 105BA01D37894D8...  
 Signature Adoption: Pre-selected Style  
 Signed by link sent to nlawrence@Incurtis.com  
 Using IP Address: 104.28.124.35  
 Signed using mobile

**Timestamp**

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

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

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

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

Sent: 5/19/2022 8:09:47 AM  
 Viewed: 5/19/2022 7:11:09 PM  
 Signed: 5/19/2022 7:11:17 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/19/2022 7:11:09 PM  
 ID: 97accdd-a365-49fc-8dcd-8d0578592b43

**In Person Signer Events**      **Signature**      **Timestamp**

**Editor Delivery Events**      **Status**      **Timestamp**

**Agent Delivery Events**      **Status**      **Timestamp**

**Intermediary Delivery Events**      **Status**      **Timestamp**

**Certified Delivery Events**      **Status**      **Timestamp**

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

**VIEWED**

Using IP Address: 98.232.37.85

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

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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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

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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](mailto: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](mailto: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](mailto: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](mailto: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 14<sup>th</sup> 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
<b>Old Products Removed from Catalog</b>			
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:

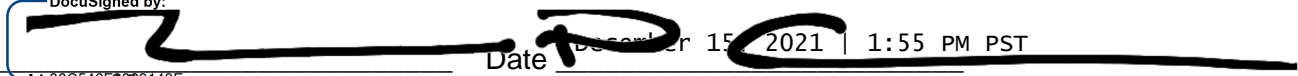
**ATTACHMENT A**  
**to Master Price Agreement by and between VENDOR and PURCHASER.**  
**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Supplier Old Name	Supplier New Name	Product	Discount Off List	Contract (Product) Category
<b>New Product Added to Catalog</b>				
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 15<sup>th</sup> 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%	<del>FFE Category 02. Firefighting Attack Tools</del>
Fire Research	Lighting Systems	40%	<del>FFE Category 12. Other</del>
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	40%	<del>FFE Category 03. Extraction Tools &amp; Supplies</del>
Zoll	Defibrillator, Automated External (AED)	40%	<del>FFE Category 12. Other</del>




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 15<sup>th</sup> 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
<b>New Product Added to Catalog</b>			
Bullard	Thermal Imager, model TSX	2%	FFE Category 04. Search & Rescue Equipment
<b>Old Products Removed from Catalog</b>			
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 1<sup>st</sup> day of March, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Equipment (FFE).

#### **RECITALS**

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

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

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

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

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

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

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

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

### ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

### PRODUCTS. SERVICES. SPECIFICATIONS AND PRICES

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

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

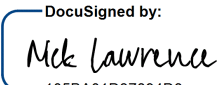
**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

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

Date February 28, 2021 | 11:56 AM PST

L. N. Curtis and Sons

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

Date February 28, 2021 | 11:15 AM PST

## **Third Amendment to Fire Fighter Equipment RFP 1910**

### **Master Price Agreement**

### **Product Name Change and Product Discount Increase**

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

### **RECITALS**

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

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

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

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

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

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

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



## AMENDMENT TO MASTER PRICE AGREEMENT

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

### ATTACHMENT A

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

### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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


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

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

LEAGUE OF OREGON CITIES

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

L. N. Curtis and Sons

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

## **Second Amendment to Fire Fighter Equipment RFP 1910**

### **Master Price Agreement**

### **Vendor Name Change**

This Amendment to the Master Price Agreement is entered into this 8<sup>th</sup> 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

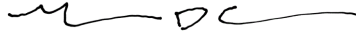
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following **discount rate changes, one product addition, and two line deletions:**

Supplier	Product	Discount Off List	Contract (Product) Category
Task Force Tips <del>DELETE (error, duplicate)</del>	Adapters, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Cutters Edge <del>DELETE (business viability)</del>	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](http://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](mailto: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](mailto: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**

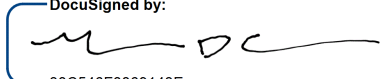
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

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

<b>CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)</b>			
<b>Brand</b>	<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract (Product) Category</b>
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

<b>CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)</b>			
<b>Brand</b>	<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract (Product) Category</b>
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

<b>CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)</b>			
<b>Brand</b>	<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract (Product) Category</b>
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

<b>CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)</b>			
<b>Brand</b>	<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract (Product) Category</b>
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

<b>CURTIS LOC/NPPGov Firefighting Equipment Product Catalog</b>			
<b>FOB: Origin (add shipping)</b>			
<b>Brand</b>	<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract (Product) Category</b>
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

<b>CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)</b>			
<b>Brand</b>	<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract (Product) Category</b>
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](http://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

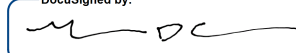
## Record Tracking

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](mailto: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](mailto: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](mailto: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](mailto: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"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* 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**

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

### **Product Addition**

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

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

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

### ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

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

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

LEAGUE OF OREGON CITIES

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

L.N. CURTIS & SON

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

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

### **Product Contract Category Update**

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

### **RECITALS**

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

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

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

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

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

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

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

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

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

### ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

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

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

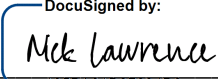
LEAGUE OF OREGON CITIES

DocuSigned by:  
  
A49AFD929F724E...  
Date July 15, 2022 | 6:19 AM PDT

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BY: Patty Mulvihill  
ITS: Interim Executive Director

L.N. CURTIS & SON

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

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BY: Nick Lawrence  
ITS: Director, Special Programs

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

### **Product Line Discount Update**

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

### **RECITALS**

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

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

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

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

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

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

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

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



## AMENDMENT TO MASTER PRICE AGREEMENT

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

### **ATTACHMENT A**

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

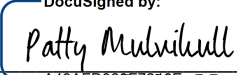
### **PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

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

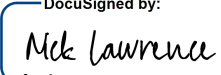
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price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

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

LEAGUE OF OREGON CITIES

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

L.N. CURTIS & SON

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

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

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 14<sup>th</sup> 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 Cutty  
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 22<sup>nd</sup> 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 15<sup>th</sup> 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

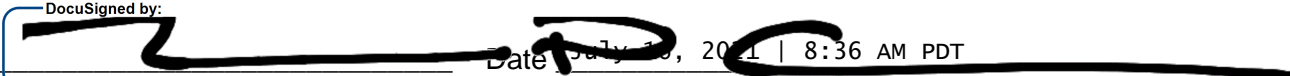
1. **Product Discount Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

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/qrq](http://www.OregonRehabilitation.org/qrq) 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](mailto: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](mailto:nlawrence@lncurtis.com)

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

### **ARTICLE 16 - FORCE MAJEURE**

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

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

## **ARTICLE 17 - WAIVER**

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

## **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

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

## **ARTICLE 19 - SEVERABILITY**

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

## **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

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

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

## **ARTICLE 21 - HEADINGS**

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

## **ARTICLE 22 - MODIFICATIONS**

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

**ARTICLE 23 - GOVERNING LAW**

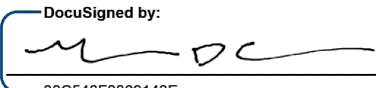
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

**ARTICLE 24 - COUNTERPARTS**

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

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

PURCHASER:

DocuSigned by:  
Signature:   
38C546F8869143E...

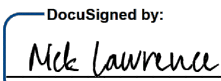
Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 3/26/2020

VENDOR:

DocuSigned by:  
Signature:   
105BA01D37894D8...

Printed Name: Nick Lawrence

Title: Director, Special Programs

L.N. CURTIS & SON

Dated: 3/25/2020

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

<b>CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)</b>			
<b>Brand</b>	<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract Category</b>
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)**

<b>Brand</b>	<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract Category</b>
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](http://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**

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

### **Product Subtraction and Description Update**

This Amendment to the Master Price Agreement is entered into this 14<sup>th</sup> day of June, 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. CURTIS AND SONS ("Vendor") based upon the sales and/or service of Fire Fighter Self Contained Breathing Apparatus (SCBA).

### **RECITALS**

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

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

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

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

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

WHEREAS, Vendor desires to update the product description for the OHD product line to Quanti Fit Mask Tester; and

WHEREAS, Vendor has provided notice, on or about June 12, 2020, to remove the Blast Mask product and to update the description for the OHD product in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

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

### ATTACHMENT A

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

Supplier	Product	Discount Off List	COOP Contract	Contract (Product) Category
Blast Mask	Training, SCBA	10%	NPPGov PS20105 (SCBA)	SCBA Category 06. Other

2. **Product Description Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect a new product description for the following product:

### ATTACHMENT A

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

Supplier	Product Description	Discount Off List	COOP Contract	Contract (Product) Category
OHD	<b>Quanti Fit Mask Tester</b>	5%	NPPGov PS20105 (SCBA)	SCBA Category 05. Maintenance, Service & Testing

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

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

LEAGUE OF OREGON CITIES

DocuSigned by:  
*Patty Mulvihill*  
Date June 16, 2022 | 8:35 AM PDT  
BY: Patty Mulvihill  
ITS: Interim Executive Director

L. N. CURTIS AND SONS

DocuSigned by:  
*Nick Lawrence*  
Date June 15, 2022 | 7:16 AM PDT  
BY: Nick Lawrence  
ITS: Director, Special Programs



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

**Product Addition and Product Discount Revision**

This Amendment to the Master Price Agreement is entered into this 23<sup>rd</sup> 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.**

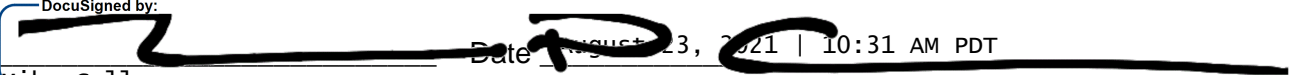
**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

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 31<sup>st</sup> 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.

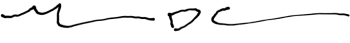
### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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:

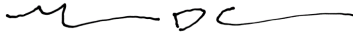
<b>CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)</b>				
<b>Brand</b>	<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract Category</b>	<b>Manufacturer's Catalog</b>
Avon	SCBA	10%	SCBA Category 01: Open-Circuit Self-Contained (SCBA) 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](http://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](mailto: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](mailto: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**

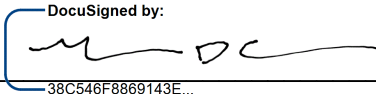
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

**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 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)				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](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.



**ATTACHMENT D**

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

**Vendor's Proposal**

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

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

**ATTACHMENT E**

to Master Price Agreement by and between VENDOR and PURCHASER.

**Purchaser's Request for Proposal**

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

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

**ATTACHMENT F**

to Master Price Agreement by and between VENDOR and PURCHASER.

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

## Certificate Of Completion

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

## Record Tracking

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

## Signer Events

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

## Signature

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 98.210.41.56

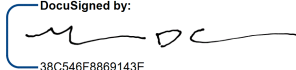
## Timestamp

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 Viewed: 3/26/2020 1:40:24 PM  
 Signed: 3/26/2020 1:43:00 PM

### Electronic Record and Signature Disclosure:

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

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

DocuSigned by:  
  
 38C546F8869143E...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 71.63.237.219

Sent: 3/26/2020 1:43:02 PM  
 Viewed: 3/26/2020 2:47:06 PM  
 Signed: 3/26/2020 2:47:18 PM

### Electronic Record and Signature Disclosure:

Accepted: 3/26/2020 2:47:06 PM  
 ID: 9f3757d3-553c-45bf-88fa-afd4182773ad

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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](mailto: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](mailto: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](mailto: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](mailto: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"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* 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 12, 2023

**Subject:** TPx Communications Purchase Order

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## **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 2023-24.

## **BACKGROUND**

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Additionally, on April 10, 2019, the Board authorized the purchase of services from TPx Communications for Data Network, Internet Connectivity, and Hosted Voice Over Internet Protocol (VoIP) telephone services and equipment. Since that time, staff continues to monitor expenditures associated with the purchase of services and equipment from TPx Communications, and based on what was expended, staff anticipates purchases not to exceed \$140,000 for fiscal year 2023-24.

## **ANALYSIS**

The current service agreement between the Department and TPx Communications will expire April 2024. An evaluation of the TPx agreement and possible alternatives will take place prior to committing to a subsequent agreement.

## **FISCAL IMPACT**

The adopted 2023-24 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-2023-**

**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 2023-24**

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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 2023-24.

\*\*\*

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 12<sup>th</sup> day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** July 12, 2023

**Subject:** **Booster Fuels, Inc. Purchase Order**

---

## **RECOMMENDATION**

Adopt a resolution approving a purchase order in the amount not to exceed \$130,000 for Booster Fuels, Incorporated for mobile delivery of diesel fuel for all fire apparatus and generators for fiscal year 2023-24.

## **BACKGROUND**

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Each fiscal year, staff monitors expenditures associated with apparatus and generator diesel fuel costs, and based on analysis of fuel expenditures for 2022-23, staff anticipates purchases not to exceed \$130,000 for fiscal year 2023-24.

## **ANALYSIS**

The use of Booster Fuel allows for apparatus and generators to be conveniently fueled at our fire stations, which decreases travel time and costs associated with driving to fuel stations.

## **FISCAL IMPACT**

The adopted 2023-24 budget includes appropriations for fuel; thus, no additional budget appropriations are required.

## **ATTACHMENTS**

A. Resolution

**RESOLUTION NO. RES-2023-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$130,000 FOR BOOSTER FUELS, INC. FOR MOBILE DELIVERY OF DIESEL FUEL FOR ALL FIRE APPARATUS AND GENERATORS FOR FISCAL YEAR 2023-24**

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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 apparatus and generator diesel fuel costs; and,

WHEREAS, based on analysis of fuel expenditures for 2022-23, staff anticipates purchases not to exceed \$130,000 for fiscal year 2023-24; and,

WHEREAS, Booster Fuel allows for apparatus and generators to be conveniently fueled at our fire stations, which decreases travel time and costs associated with driving to fuel stations.

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 \$130,000 for Booster Fuels, Incorporated for mobile delivery of diesel fuel for all fire apparatus and generators for fiscal year 2023-24.

\*\*\*

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 12<sup>th</sup> day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** July 12, 2023

**Subject:** Flyers Energy, LLC Purchase Order

---

## **RECOMMENDATION**

Adopt a resolution approving a purchase order in the amount not to exceed \$130,000 for Flyers Energy, LLC for vehicle fleet fuel for fiscal year 2023-24.

## **BACKGROUND**

SMC Fire's Purchasing Procedure C-07 requires Board approval for purchases exceeding \$100,000. Each fiscal year, staff monitors expenditures associated with vehicle fleet fuel costs, and based on analysis of fuel expenditures for 2022-23, staff anticipates purchases not to exceed \$130,000 for fiscal year 2023-24.

## **ANALYSIS**

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

## **FISCAL IMPACT**

The adopted 2023-24 budget includes appropriations for fuel; thus, no additional budget appropriations are required.

## **ATTACHMENTS**

A. Resolution

**RESOLUTION NO. RES-2023-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$130,000 FOR FLYERS ENERGY, LLC FOR VEHICLE FLEET FUEL FOR FISCAL YEAR 2023-24**

---

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

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

WHEREAS, based on analysis of fuel expenditures for 2022-23, staff anticipates purchases not to exceed \$130,000 for fiscal year 2023-24; and,

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

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

1. Approve a Purchase Order in the amount not to exceed \$130,000 for Flyers Energy, LLC for vehicle fleet fuel for fiscal year 2023-24.

\*\*\*

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 12<sup>th</sup> day of July, 2023, by the following vote:



AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** July 12, 2023

**Subject: Fiscal Year 2022-2023 Supplemental Budget Appropriation**

---

## **RECOMMENDATION**

Adopt a resolution to approve an appropriation of \$0.5 million in reimbursement revenues from federal and state entities for SMC Fire's response to mutual aid events to increase its General Fund overtime budget.

## **BACKGROUND**

On January 25, 2023, Staff provided a budget update for fiscal year 2022-23, where General Fund expenditures were projected to exceed the amended 2022-23 budget by approximately \$1.5 million. This was largely due to the cost of overtime which is mostly incurred to meet minimum staffing requirements and respond to mutual aid requests. Based on current year-to-date estimates, General Fund expenditures are projected to be \$46.7 million, which is approximately \$0.5 million greater than the amended 2022-23 budget. During the January 25, 2023 meeting, staff requested an appropriation of \$1.5 million of reimbursement revenues but failed to ask for an appropriation of the full \$1.5 in costs associated with the mutual aid deployments for the fiscal year. At the January 25, 2023 meeting, \$0.3 million was appropriated and at the April 12, 2023 meeting \$0.7 million was appropriated. As such, an appropriation of the remaining \$0.5 million, is requested to provide adequate appropriation authority for SMC Fire's projected expenditures.

## **FISCAL IMPACT**

A supplemental budget appropriation of \$0.5 million in the General Fund would increase the amended budget to \$46.7 million in expenditures and ensure that SMC Fire has adequate budget appropriations for the projected year-end estimated expenditures.

## **ATTACHMENTS**

A. Proposed Resolution

**RESOLUTION NO. RES-2023-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT TO APPROVE AN APPROPRIATION OF \$0.5  
MILLION IN REIMBURSEMENT REVENUES FROM FEDERAL AND STATE  
ENTITIES FOR SMC FIRE'S RESPONSE TO MUTUAL AID EVENTS TO INCREASE  
ITS GENERAL FUND OVERTIME BUDGET**

---

WHEREAS, General Fund expenditures are projected to exceed the amended 2022-23 budget by approximately \$0.5 million largely as a result of the cost of overtime that San Mateo Consolidated Fire Department (SMC Fire) incurred in its response to mutual aid events;

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

1. Authorize an appropriation of \$0.5 million in reimbursement revenues for SMC Fire's response to mutual aid events to increase its General Fund overtime budget.

\*\*\*

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 12<sup>th</sup> day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Christina Horrisberger, Interim Chief Administrative Officer

**Meeting Date:** July 12, 2023

**Subject:** Compensation Update for the Fire Chief and Deputy Fire Chiefs

---

## **RECOMMENDATION**

Adopt a resolution to revise the salary range for the Executive Command Staff positions of Fire Chief and Deputy Fire Chief and approve a supplemental budget appropriation of \$11,207 of available fund balance from the General Fund to increase the fiscal year 2023-24 operating budget.

## **BACKGROUND**

The Executive Command Staff group last received a salary increase on December 1, 2022. Prior to that, the Fire Chief and Business Manager positions last increase was July 14, 2019, and the Deputy Chief positions last increase was January 13, 2021. The 28-month and 23-month gaps in increases occurred in large part to a commitment by the Executive Command Staff to complete negotiations with Local 2400 International Association of Firefighters, our largest labor group. The increase in December of 2022 was put in place as a stop gap until the Battalion Chiefs Memorandum of Understanding (MOU) could be completed. With the completion of the Battalion Chiefs MOU on June 27, 2023, and its associated increases in salary, compaction issues have been presented that now need to be addressed.

## **ANALYSIS**

Compaction for the positions of the Executive Command Staff Group should ideally be at a 10 to 15 percent range as a standard practice and to encourage promotional interest. A 5% increase to the Fire Chief and Deputy Chief positions is recommended effective July 23, 2023. This will get them closer to the lower end of the compaction range mentioned above. The Business Manager position is at an acceptable level with no increase recommended at this time.

Additionally, the Board may want to give consideration to identifying an automatic escalator that establishes a gap percentage between positions and eliminates the need for Board action with every salary increase of subordinate positions. Options for such action can be presented to the Board at a future meeting if desired.

## **FISCAL IMPACT**

The estimated budget impact for the increase is \$11,207 more than what was assumed in the adopted 2023-24 budget. As such, a supplemental budget appropriation of \$11,207 of available fund balance from the General Fund is needed.

## **ATTACHMENTS**

A. Resolution

**RESOLUTION NO. RES-2023-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT TO REVISE THE SALARY RANGE FOR THE EXECUTIVE COMMAND STAFF POSITION OF FIRE CHIEF AND DEPUTY FIRE CHIEF AND APPROVE A SUPPLEMENTAL BUDGET APPROPRIATION OF \$11,207 OF AVAILABLE FUND BALANCE IN THE GENERAL FUND TO INCREASE THE FISCAL YEAR 2023-24 OPERATING BUDGET**

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WHEREAS, the safety positions of the Fire Chief and Deputy Fire Chiefs are unrepresented Executive Command Staff positions within the Department; and,

WHEREAS, the groups' salary increases had a 28-month and 23-month gaps in due to a commitment by Executive Command Staff to complete negotiations with Local 2400 International Association of Firefighters (IAFF); and,

WHEREAS, with the completion of the Battalion Chiefs Memorandum of Understanding on June 27, 2023, and its associated increases in salary, compaction issues have been presented that now need to be addressed; and,

WHEREAS, the Fire Chief and Deputy Chief positions will receive a 5% salary increase effective July 23, 2023; and,

WHEREAS, a supplemental budget appropriation of available fund balance from the General Fund is required to address the additional cost that is more than what was assumed in the adopted fiscal year 2023-24 budget.

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

1. Authorize the Compensation and Benefit Plans for the Fire Chief and Deputy Fire Chief employees to provide for a 5% salary increase effective July 23, 2023.
2. Approve a supplemental budget appropriation of \$11,207 of available fund balance in the General Fund to increase SMC Fire's fiscal year 2023-24 operating budget.

\*\*\*

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 12<sup>th</sup> day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** July 12, 2023

**Subject:** San Mateo Consolidated Fire Ordinance

---

## **RECOMMENDATION**

Introduce an ordinance adopting changes to Ordinance 2022-001 and the 2021 International Wildland Urban Interface Code and the 2022 California Fire Code with local amendments.

## **BACKGROUND**

Every 3 years, the California Building Standards Commission updates and adopts the newest California Building Standards Code. This code automatically became effective on January 1, 2023. The San Mateo Consolidated Fire Department (SMC Fire) Board of Directors last adopted the 2022 California Fire Code and 2021 Wildland Urban Interface Code with local amendments on October 12, 2022.

The JPA Agreement stipulates that SMC Fire is required to “enforce all fire codes within the jurisdictions which they serve.”

Sections 1 and 2.14 of the JPA Agreement specify that SMC Fire is responsible for “Fire and Emergency Medical Services”, including:

“The provision of fire suppression, fire prevention, investigation, rescue, training, public education, disaster preparedness, emergency medical services, hazardous materials response and directly related activities”. Under this authority, the Board of Directors has the ability to approve Fire Code Ordinances within their respective jurisdiction.

## **ANALYSIS**

The existing Fire Code ordinance was introduced at a public hearing during the August 31, 2022 Fire Board meeting. SMC Fire provides the Fire Board with the proposed changes to the code in order to stay in line with State law and maintain the amendments currently in place from the last adopted ordinance. This ordinance also includes the Wildland Ordinance adopted in 2019, combining both documents into one for this adoption.

There are 3 distinct changes within this ordinance:

The first change is modifying the way SMC Fire institutes key boxes within the jurisdiction. Key boxes are essentially key vaults that we place on businesses so that we do not have to force entry into the occupancy in case of an emergency call. The three original jurisdictions all had different modalities to accomplish the



same task, which has led to there being 6 different keys and no way to know which key to use. The change to the ordinance provides a method to standardize the key used for entry. It will take time to make this standardization across the board, but the plan is to catch the most commonly responded to occupancies first, and catch the rest later.

The second change is to deal with hazardous trees. The ordinance establishes two definitions. The first is “Hazardous Tree” which is a definition that correlates with the definition of a fire hazard in Title 19 of the California Code of Regulations. It is intended to target dead trees and not live trees. The second definition is “Important Structure” which is defined in several standards of the National Fire Protection Association. The ordinance then goes on to prohibit hazardous trees within 100 feet of any important structure. Recent fire testing by the National Institute for Standards and Technology (NIST) has shown that dead trees can produce embers in large quantities, and embers cast under 100 feet from a structure, especially structures that have not been hardened against such exposure, are at significantly higher risk of loss from a vegetation fire. Ignition is almost certain if the tree is less than 30 feet from the structure. And because this is just tree exposure alone, it is recommended that all trees in the jurisdiction are subject to this provision, regardless of them being in a wildland hazard severity zone or not. The 100-foot distance is to ensure that trees on large parcels that are far away from structures and pose less of a hazard are not targeted.

The third and final change is relatively minor and deals with the adoption of a standard to address lithium-ion battery energy storage systems (BESS). When the code was last adopted, this standard, NFPA 855, was not in effect yet. Now that it is, we are adopting the standard to ensure the safety of BESS installations in our cities. This regulation has no effect on batteries in vehicles. The standard will be adopted by the State of California in the next adoption of the Fire and Building Codes, we will just be enforcing the standard earlier than the rest of the State. Current BESS are built to this standard currently, so there will be very little regulatory effect.

#### **NOTICE PROVIDED**

This ordinance shall be published in summary in the San Francisco Examiner, posted in the San Mateo Fire Administrative Office and the Fire Prevention Office, and shall be effective 30 days after the date of adoption.

#### **ATTACHMENTS**

- A. Ordinance
- B. Findings in Support of Ordinance

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT  
FIRE CODE**

**ORDINANCE NO. ORD-2023-001  
ESTABLISHING MODIFICATIONS TO THE SAN MATEO CONSOLIDATED FIRE  
DEPARTMENT FIRE CODE BY MODIFYING THE 2021 INTERNATIONAL FIRE  
CODE WITH THE 2022 CALIFORNIA FIRE CODE AMENDMENTS AND THE 2021  
INTERNATIONAL WILDLAND URBAN INTERFACE CODE WITH LOCAL  
FINDINGS AND MODIFICATIONS**

The San Mateo Consolidated Fire Department Board of Directors HEREBY ORDAINS  
THE FOLLOWING:

**PARTS**

- I. Adoption
- II. Applicability
- III. Modifications
  - a. Division 1- Modifications to the California Fire Code
  - b. Division 2- Adoption and Modifications to the International Wildland Urban  
Interface Code
- IV. Violations
- V. Fire and Life Safety Inspections
- VI. Local Findings and Amendments
- VII. Environmental Determination
- VIII. Notice Provided, Effective Date

**PART I- ADOPTION**

- A. The San Mateo Consolidated Fire Department hereby modifies the 2022 California Fire Code (California Code of Regulations, Title 24, Part, 9 [based on the 2021 International Fire Code published by the International Code Council]), with California Amendments and the 2021 International Wildland Urban Interface Code as amended and as specified in part III of this ordinance. Those chapters and appendices not mentioned in section III are only enforceable if adopted by the State Fire Marshal. The 2022 California Fire Code, with the changes, additions, and deletions set forth this ordinance working on conjunction with the adoption as specified in ordinance 2022-001, is adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the fire code are controlling and enforceable within the limits of each city within the jurisdiction of the Department.
- B. The 2022 California Fire Code (CFC), California Code of Regulations, Title 24, Part 9, adopting the 2021 International Fire Code of the International Code Council with necessary California amendments, together with the non-building standards reproduced therein except otherwise provided by this ordinance and ordinance 2022-001, are adopted by reference as the Fire Code of the San Mateo Consolidated Fire Department. This Code including all amendments thereto, shall hereafter be called the “Fire Code,” and/or this “Code” and are adopted as and for the rules, regulations, and standards within the Jurisdiction as to all matters therein, except otherwise provided.
- C. No section of the Fire Prevention Code shall impose a mandatory duty of enforcement on the Jurisdiction, or on any officer, official, agent, employee, board, council, or commission thereof. Instead, if any section purports to impose a mandatory duty of enforcement, said section shall be deemed to invest the Jurisdiction, and the appropriate officer, official, agent, employee, board, council, or commission with discretion to enforce the section, or not to enforce it.
- D. A copy of the Fire Code, as defined herein, shall be kept on file on with the office of the San Mateo Consolidated Fire Department Fire Marshal.
- E. The San Mateo Consolidated Fire Department has determined that modifications to the 2021 International Fire Code with the 2022 California Amendments are needed and reasonably necessary due to local climatic, geological, and topographical conditions, as set forth in Attachment 1 (Findings in Support of Amendments to the 2022 California Fire Code), which are incorporated fully herein.

## **PART II- APPLICABILITY**

- A. All sections of this Code shall apply to all buildings, structures, and portions thereof, and to replace premise or building.
- B. Whenever any provision of this Chapter code or in any other law, ordinance, or resolution of any kind, impose overlapping or contradictory regulations, or contain any restrictions covering the same subject matter, the provision that is more restrictive or imposes higher standards or requirements shall govern.

## **PART III- ADOPTION OF SECTIONS AND MODIFICATIONS**

*Chapter 2 is adopted in its entirety as per in ordinance 2022-001 and further amended below*

### **Chapter 2 DEFINITIONS, ADDED**

**Hazardous Tree:** A tree that is dead, or otherwise poses a “Fire Hazard” as defined in Title 19 CCR Section 3.14. A tree is not deemed hazardous solely because of its species.

**Important Structure:** A building that is considered not expendable in an exposure fire.

*Chapter 5 is adopted in its entirety as adopted in ordinance 2022-001 and further amended below.*

### **SECTION 506.1 LOCKS. MODIFIED**

#### **506.1 Where required.**

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be manufactured by the Knox Company, and shall contain keys to gain necessary access the location as required by the fire code official.

**506.1.1** An approved lock shall be installed on doors, gates or similar barriers where required by the fire code official.

**506.1.2** (Remains unchanged).

**506.1.3** Existing Key boxes not manufactured by the Knox company shall be replaced under the following circumstances:

1. In all Multi-residential buildings subject to the mandatory inspection requirements in Health and Safety Code section 13146.2

2. In all other occupancy types, work done on any structure requiring a permit in accordance with Section 105 of any part of Title 24.

*Exception R-3 Occupancies*

**506.1.4** Existing Key boxes manufactured by the Knox company with the incorrect lock cylinder shall have their cylinders replaced under the following circumstances:

1. In all Multi-residential buildings subject to the mandatory inspection requirements in Health and Safety Code section 13146.2
2. In all other occupancy types, work done on any structure requiring a permit in accordance with Section 105 of any part of Title 24.

*Exception R-3 Occupancies*

***Chapter 12 is adopted in its entirety as adopted in ordinance 2022-001 and further amended below.***

**1207.1 General.**

Stationary and mobile electrical energy storage systems (ESS) shall comply with this section and NFPA 855

Exception: ESS in Group R-3 and R-4 occupancies shall comply with Section 1207.11 and Chapter 15 of NFPA 855.

***Chapter 49 is adopted in its entirety as adopted in ordinance 2022-001 and further amended below.***

**SECTION 4902 DEFINITIONS. ADDED**

Hazardous Tree

**SECTION 4906 VEGETATION MANAGEMENT. AMENDED**

**4906.4.2 Trees.**

Trees shall be managed as follows within the 30-foot (9144 mm) zone of a structure:

1. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet (3048 mm) from any combustible structure.
2. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet (3048 mm).

3. Existing trees shall be trimmed to provide a minimum separation of 10 feet (3048 mm) away from chimney and stovepipe outlets per Title 14, Section 1299.03.

4. Hazardous Trees shall be removed if they are within 100 feet of any important structure.

4906.4.2.1 Non-fire-resistant vegetation.

New trees not classified as fire-resistant vegetation, such as conifers, palms, pepper trees and eucalyptus species, shall be permitted provided the tree is planted and maintained so that the tree's drip line at maturity is a minimum 30 feet (9144 mm) from any combustible structure. Nothing in this section is designed to prevent the planting of any species.

***Chapter 80 is adopted in its entirety as adopted in ordinance 2022-001 and further amended below.***

*Added:*

NFPA 855-23 Standard for the Installation of Stationary Energy Storage Systems  
1207.1

## **Division 2- Adoption and Modifications to the International Wildland Urban Interface Code**

The following sections of the 2021 International Wildland Urban Interface Code are adopted as per Ordinance 2022-001 and as further modified as described below:

***Chapter 6 is further amended as below.***

603.2.2 Trees.

Trees are allowed within the defensible space, provided that the horizontal distance between crowns of adjacent trees and crowns of trees and structures, overhead electrical facilities or unmodified fuel is not less than 10 feet (3048 mm). Trees shall be maintained alive. Hazardous trees as defined in this ordinance shall be removed as per Chapter 49 of the Fire Code.

### **PART IV- VIOLATIONS.**

It is unlawful to violate or fail to comply with any provisions of this Code or violate or fail to comply with any order made under this Code or to build in violation of any detailed statement of specification or plans submitted and approved under this Code, or any certificate or permit issued under this Code.

## **PART V- FIRE AND LIFE SAFETY INSPECTIONS.**

Inspections by the Fire Department shall periodically be made of properties, buildings and structures that are used for residential or non-residential purposes as follows:

- a) The time and frequency of inspections shall be determined by the Fire Chief. No buildings shall be inspected for a fee more than annually except for re-inspections to assure that code corrections have been made or hazards have been corrected.
- b) A fee for inspections shall be established in the adopted Master Fee Schedule to offset costs of the regulatory inspection program and shall be collected upon inspection from each property subject to this ordinance. Revenues shall be used for the inspection and enforcement program.
- c) All properties shall be subject to inspection fees.
- d) Nothing in this section is intended to prevent inspections of property under nuisance abatement or other laws.

## **PART VI – LOCAL FINDINGS AND AMENDMENTS**

The Fire Department has determined that modifications to the 2021 International Fire Code with the 2022 California Amendments are needed and reasonably necessary due to local climatic, geological, and topographical conditions, as set forth in Attachment 1 (Findings in Support of Amendments to the 2022 California Fire Code), which are incorporated herein as substantive provisions of this Ordinance.

## **PART VII- ENVIRONMENTAL DETERMINATION.**

The Department Board of Directors finds that the modifications to California building standards, adopted by reference by the proposed ordinance, are enacted to provide a safer, more protected environment in response to local conditions, including local climatic, geological, and topographical conditions. The adoption of this ordinance is exempt from review under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*, “CEQA”) as the Ordinance is not a “project” as defined under CEQA. Moreover, the Ordinance is exempt from review pursuant to the CEQA Guidelines (California Code of Regulations Title 14, Chapter 3) consistent with, among other things, CEQA Guidelines Section 15061(b)(3), Section 15308, and Section 15321.

## **PART VIII- NOTICE PROVIDED; EFFECTIVE DATE.**

This Ordinance shall be published in summary in the San Francisco Examiner, posted in the Departments administrative offices, and posted on the Department’s Website, and shall be effective on January 1, 2024.

I hereby certify this to be a correct copy of Ordinance 2023-001 of the San Mateo Consolidated Fire Department, introduced on July 12, 2023, at a regular meeting of the Department Board of Directors by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board President

APPROVED AS TO FORM:

\_\_\_\_\_  
William D. Ross, General Counsel



**San Mateo Consolidated Fire Department**

**FINDINGS IN SUPPORT OF LOCAL AMENDMENTS TO THE 2022 CALIFORNIA FIRE CODE  
AS ADOPTED BY THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT  
THAT IMPLEMENT ADDITIONAL REQUIREMENTS  
DUE TO LOCAL CLIMATIC, GEOLOGICAL, AND TOPOGRAPHICAL CONDITIONS**

WHEREAS, pursuant to Sections 17958.5, 17958.7, and 18941.5 of the State of California Health and Safety Code, the Board of Directors for the San Mateo Consolidated Fire Department (“Department”) has determined and finds that the attached changes or modifications to the 2021 International Fire Code with the 2022 California Amendments are needed and are reasonably necessary because of local climatic, geological, and topographical conditions.

WHEREAS, based upon information provided by staff in support of these proposed amendments to the Fire Code and similar information provided in support of prior amendments and facts on which a local court could take judicial notice documenting the unique conditions found in the Board of Directors for the Department, it is expressly found by the Department Board of Directors that the following unique conditions are undisputed and do exist in the jurisdiction and that as a result, modifications to the 2022 California Fire Code are reasonably necessary for the Department.

**NOW, THEREFORE, THE BOARD OF DIRECTORS FOR THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT HEREBY ORDAINS THAT:**

**1. Climatic**

The weather patterns within the Department are considered to be moderately affected by westerly winds that can average from 10-15 mph and gusts that can exceed 40 mph which are experienced almost year-round. Fog is a common occurrence in the jurisdiction, becoming quite dense at times. An average year’s rainfall is approximately 22.95 inches, while summer conditions are hot and dry. These summer conditions create hazardous fuel situations that have caused grassland and brush land fires in recent years. Year-round average temperatures range from 58 in the winter to 81 degrees during the summer, however high temperatures have ranged from 75 in the winter to 110 degrees in the summer. Low humidity, high temperatures and gusting winds can move a fire quickly in the hillsides and canyon areas of the Department and can tax the capabilities of the urban design of the fire department. Lower water pressure in these areas also affects the abilities to quickly suppress any fires. Climate Change is expected to adversely affect these conditions, moving the weather towards more extremes in the coming years.

Because of the unpredictable weather patterns, intermittent drought and water rationing can be expected, causing dry vegetation and hazardous fire conditions. Weather patterns can go to the other extreme with heavy rains creating higher fuel load in the hillsides. A heavy rain pattern would also impact a flood plain area located in the northeast portion of the Department. This condition has the potential of causing additional barriers in this area when flooding blocks streets and underpasses.

The conditions described in this section make it reasonably necessary for the Department to adopt the following ordinance sections as modifications to the 2022 California Fire Code and these findings are specifically intended to satisfy the requirements of California Health and Safety Code Section 17958.7 in that regard:

San Mateo Consolidated Fire Department Ordinance Part I (Adoption), Part II (Applicability), Part III amending CFC Sections 108, 202, 303, 304, 305, 306, 307, 308, 309, 310, 501.1, 503.1.1, 503.3.1, 505.1, 505.1.1, 505.1.2, 505.1.3, 506.1.1.1, 506.1.1.2, 508.2, 901.6.3.2, 903.2, 903.3.1.2, 903.2.20, 903.3.1.2, 903.4.2, 905.3.1, Chapter 49, 5601.1.3, 5601.1.3.1, 5601.2.4, 5601.9, 5704.2.9.6.1, 5706.2.4.4, 5806.2, 6104.2, Table B105.2, Table C102.1, Appendix D, section D106.1, D107.1, and Part III adopting the International Wildland Urban Interface Code (All modifications and adoptions), Part IV (Violations), and Part V (Fire and Life Safety Inspections).

## **2. Geographical**

The jurisdiction's geography is diverse, with scenic hillsides to the west and north and the San Francisco Bay shoreline and in-land lagoons to the northeast. Certain eastern portions of the Department are built on landfill. These geographic features establish roadways, waterways, and building sites and create barriers for accessibility for fire suppression forces. Such geological barriers increase fire emergency response time.

The cities in the Department's jurisdiction lie near several potentially active seismic hazards, including the San Andreas and San Mateo Faults. Seismic activity within the Department occurs yearly with little or no damage, although in 1989, the Loma Prieta Earthquake caused substantial damage (building collapses, fires, closure of main travel arteries, medical emergencies, etc.) from San Francisco to Santa Cruz. Within minutes of the quake, all emergency services were exhausted. Additionally, a large quake, greater than 6.7 magnitude is predicted along one of the major Bay Area Earthquake Faults before 2030. Landslide areas become a critical concern with seismic activity due to the possibility of liquefaction. The northern hillsides create slopes in excess of 60% with an average of between 5-10%. The Department continues to see building on these hillside areas. Such sites are prone to landslide activity during the rainy season and during seismic activity.

The Department is located in a nationally recognized earthquake prone area which caused unique challenges for fire and disaster relief agencies. Because the problem is regional and potentially suffocating in scope, tailored response programs with other agencies are essential. Seismic considerations, elsewhere not applicable, must be recognized in all construction projects.

The conditions described in this section make it reasonably necessary for the Department to adopt the following ordinance sections as modifications to the 2019 California Fire Code and these findings are specifically intended to satisfy the requirements of California Health and Safety Code Section 17958.7 in that regard:

San Mateo Consolidated Fire Department Ordinance Part I (Adoption), Part II (Applicability), Part III amending CFC Sections 108, 202, 303, 304, 305, 306, 307, 307.1.1, 307.4.1, 307.4.2, 308, 309, 310, 311, 501.1, 503.1.1, 503.3.1, 505.1, 505.1.1, 505.1.2, 505.1.3, 506.1.1.1, 506.1.1.2, 508.2, 510.4.2, 510.4.2.9, 510.5.2, 510.5.2.1, 510.5.2.2, 510.5.2.3, 510.5.3.1, 405, 406, 901.6.3.2, 903.2, 903.3.1.2, , 903.2.20, 903.3.1.2, 903.4.2, 905.3.1, 907.1.6, 907.1.6.1, 1009.3.1, Chapter 49, Table B105.2, Table C102.1, Appendix D, section D106.1, D107.1, and Part III adopting the 2021 Wildland

Urban Interface Code (All adoptions and Modifications), Part IV (Violations), and Part V (Fire and Life Safety Inspections).

### **3. Topographical**

The topographical element is associated closely with the geographical element noted above. The Department's water supply (domestic and fire flow) system is directly affected by the topographical layout of the member cities comprising the Department. The distribution system consists of "lift-zones," which carry the water to the public via conduits of water pipes from various reservoirs, storage tanks, and dammed areas. In these "lift-zones" the pressure and flows are adequate at the lower elevations of the zone, but as the elevation increase water flow can vary greatly. Such variations create predictable problems for fire suppression units.

The roadway system through the Department is, by and large, designed around the topographical lay of the land with narrow, steep grades, large highway over-passes and roadways inefficient to handle current traffic demands. This creates "barriers" that increase the fire department response time.

Additionally, developers are creating denser residential developments in many areas throughout the Department. There is a trend to develop more concentrated structures such as "podium" buildings which are residential, or business occupancies built over parking structures. These structures are generally built with reduced access around the building because they are being constructed in a "Built-out" environment, replacing existing structures. These larger, denser developments generally add 3+ minutes to response times by creating unique challenges to accessing and suppressing fires. The additional time could allow "flashover" to occur ("Flashover" occurs when a fire can burn freely without any suppression intervention, causing the structure or room to become completely engulfed with fire in a short time). These "podium" buildings are generally designed to support a higher occupancy load. Mid-rise buildings also pose unique suppression challenges because of the size and complexity of the building footprint that adds to the time needed to locate a fire. The height of these structures, and the combustible nature of the buildings built above the podium present additional challenges when it comes to fire extinguishment and rescue. The higher density of buildings in the jurisdiction, along with the hills of the jurisdiction pose challenges for the radio systems used by the department for emergency communications. Inadequate communications pose a direct threat to the health and wellbeing of responders.

The remaining structures (those not redeveloped into larger, denser structures) pose another concern in that they lack adequate fire protection like firewalls, fire extinguishing systems, fire alarm system, etc. Historical buildings also create cause for concern in that they were built under less stringent building codes and with narrower setback requirements, creating further "barriers" that firefighters must work around. Some of these buildings date as far back as 100 years and are irreplaceable, holding significant historical.

The western hills of the jurisdiction are steep, and are covered in many different kinds of vegetation. There are structures built in and bordering densely vegetated areas, making the spread of vegetation fires to structures more likely.

The conditions described in this section make it reasonably necessary for the Department to adopt the following ordinance sections as modifications to the 2022 California Fire Code and these

findings are specifically intended to satisfy the requirements of California Health and Safety Code Section 17958.7 in that regard:

San Mateo Consolidated Fire Department Ordinance Part I (Adoption), Part II (Applicability), Part III amending CFC Sections 108, 202, 303, 304, 305, 306, 307, 308, 309, 310, 311, 318, 319.1.1, 501.1, 503.1.1, 503.3.1, 505.1, 505.1.1, 505.1.2, 505.1.3, 506.1.1.1, 506.1.1.2, 508.2, 510.4.2, 510.4.2.9, 510.5.2, 510.5.2.1, 510.5.2.2, 510.5.2.3, 510.5.3.1, 405, 406, 901.6.3.2, 903.2, 903.3.1.2, , 903.2.20, 903.3.1.2, 903.4.2, 905.3.1, 907.1.6, 907.1.6.1, 1009.3.1, Chapter 49, Table B105.2, Table C102.1, Appendix D, section D106.1, D107.1, and Part III, the 2021 International Wildland Urban Interface Code (All adoptions and modifications), Part IV (Violations), and Part V (Fire and Life Safety Inspections).