

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
L.N. CURTIS AND SONS, INC.**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and L.N. Curtis and Sons, Inc., a California Corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On March 18, 2020, a member of the through NPPGov, the League of Oregon Cities, entered into a contract with Contractor to purchase the goods and services described in League of Oregon Cities Master Price Agreement, Contract No. PS20015 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases could be made by governmental entities from the date of award, which was March 18, 2020, until the date the contract terminates on March 17, 2023, unless either Party declined to extend. It is the City’s understanding that neither party exercised its option to decline to extend and the term was automatically extended. Accordingly, the Cooperative Agreement extended until March 17, 2024. The Cooperative Agreement may also automatically be extended until March 17, 2026, unless the Parties decline to extend for a future term.
- 2. Scope of Work: Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work

attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed eighty thousand dollars (\$80,000.00) annually or one hundred sixty thousand dollars (\$160,000.00) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Ryan Freeburg, Fire Chief
11550 W. Glendale Avenue
Glendale, AZ 85307

and

L.N. Curtis and Sons, Inc.
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
Attn: Angela Mackey
Email: AMackey@LNCurtis.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

L.N. Curtis and Sons, Inc.,
a California Corporation

By:

Kevin R. Phelps
City Manager

By:

By: Angela Mackey
Name: Angela Mackey
Title: Director of Customer Service

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
L.N. CURTIS AND SONS, INC.**

**EXHIBIT A
LEAGUE OF OREGON CITIES MASTER PRICE AGREEMENT
CONTRACT NO. PS20015**

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

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

RECITALS

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

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

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

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

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

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

ARTICLE 1 – CERTAIN DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – AGREEMENT TO SELL

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

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

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

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

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

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

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

2.6 Extension of contract terms to Participating Agencies:

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

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

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

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

ARTICLE 3 – TERM AND TERMINATION

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

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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

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

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

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

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

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

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

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

ARTICLE 5 – INSURANCE

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

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

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

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

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - INSPECTION AND REJECTION

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

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

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

ARTICLE 9 – SUBSTITUTIONS

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

ARTICLE 10 - COMPLIANCE WITH LAWS

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

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

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

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

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

ARTICLE 12 - RIGHT TO AUDIT

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - RELATIONSHIP OF PARTIES

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

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

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

If to Vendor:

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

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

ARTICLE 16 - FORCE MAJEURE

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

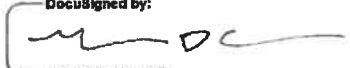
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

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: _____
36C546E8B801A3E

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**

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

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

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

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

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

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

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

Curtis' price schedule includes two separate pricing approaches:

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

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

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

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

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

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

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

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

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

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

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

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

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

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

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

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

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: F5AB46BFABC54251B050CC7B7CC702F0	Status: Completed
Subject: SIGNATURE: MPA Between LOC and L.N. Curtis	
Source Envelope:	
Document Pages: 22	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope 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

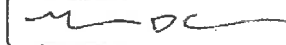
Record Tracking

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:

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

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

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

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact National Purchasing Partners:

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

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

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

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

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

To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

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

39C646F8868143E... 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

Certificate Of Completion

Envelope Id: EA612808567946F6BE38C6210FAC87E6
 Subject: Please DocuSign: MPA Amendment 1 RFP 1910 Curtis FINAL.pdf
 Source Envelope:
 Document Pages: 3 Signatures: 2
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Bill DeMars
 1100 Olive Way
 Suite 1020
 Seattle, WA 98101
 bill.demars@nppgov.com
 IP Address: 24.16.218.197

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Status: Original
 6/17/2020 12:33:28 AM
 Holder: Bill DeMars
 bill.demars@nppgov.com
 Location: DocuSign

Signer Events

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

Signature

DocuSigned by:

 105BA01D37894D6
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.210.40.139

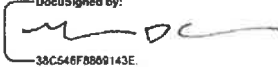
Timestamp

Sent: 6/17/2020 12:39:09 AM
 Viewed: 6/17/2020 6:47:49 PM
 Signed: 6/17/2020 6:48:17 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:

 38C546FB880143E
 Signature Adoption: Drawn on Device
 Using IP Address: 71.63.237.219
 Signed using mobile

Sent: 6/17/2020 6:48:18 PM
 Viewed: 6/17/2020 9:40:56 PM
 Signed: 6/17/2020 9:41:04 PM

Electronic Record and Signature Disclosure:

Accepted: 6/17/2020 9:40:56 PM
 ID: 86854a93-25e3-494a-8583-cc4794aaeeb9

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

Envelope Summary Events**Status****Timestamps**

Envelope Sent	Hashed/Encrypted	6/17/2020 6:48:18 PM
Certified Delivered	Security Checked	6/17/2020 9:40:56 PM
Signing Complete	Security Checked	6/17/2020 9:41:04 PM
Completed	Security Checked	6/17/2020 9:41:04 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact National Purchasing Partners:

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

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

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

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

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

To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

Second Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Vendor Name Change

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

RECITALS

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

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

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

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

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

LEAGUE OF OREGON CITIES


DocuSigned by:

 _____ Date 9/8/2020

BY: Mike Cully

ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

 _____ Date 9/8/2020

BY: Nick Lawrence

ITS: Director, Special Programs

Certificate Of Completion

Envelope Id: 3A27D23899FA49E3AA0FEF02406698E3	Status: Completed
Subject: Please DocuSign: Curtis Second Amendment 1910 FFE.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId 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: 173.29.186.28


Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
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Signer Events

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

Signature


DocuSigned by:

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Signature Adoption: Drawn on Device
Using IP Address: 71.63.237.219

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Viewed: 9/8/2020 10:20:56 AM
Signed: 9/8/2020 10:21:01 AM

Electronic Record and Signature Disclosure:
Accepted: 9/8/2020 10:20:56 AM
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Nick Lawrence
nlawrence@incurtis.com
Director, Special Programs
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
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Signed using mobile

Sent: 9/8/2020 10:19:39 AM
Viewed: 9/8/2020 12:13:08 PM
Signed: 9/8/2020 12:13:38 PM

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

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

Envelope Summary Events**Status****Timestamps**

Envelope Sent	Hashed/Encrypted	9/8/2020 10:19:39 AM
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Signing Complete	Security Checked	9/8/2020 12:13:38 PM
Completed	Security Checked	9/8/2020 12:13:38 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact National Purchasing Partners:

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

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

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

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

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

To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

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

- 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

- 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
 BY: Mike Cully
 ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

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

Fourth Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Line Addition

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

RECITALS

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

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

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

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

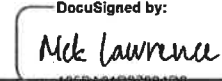
LEAGUE OF OREGON CITIES

DocuSigned by:

 382516F2889149E...
 BY: Mike Cully
 ITS: Executive Director

Date February 28, 2021 | 11:56 AM PST

L. N. Curtis and Sons

DocuSigned by:

 125D401D91091D8...
 BY: Nick Lawrence
 ITS: Director, Special Programs

Date February 28, 2021 | 11:15 AM PST

Fifth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Addition, Subtraction and Discount Update

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

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

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

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

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

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

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

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

LEAGUE OF OREGON CITIES

DocuSigned by:

Date July 15, 2021 | 8:31 AM PDT
BY: Mike Curtis
ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

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

Certificate Of Completion

Envelope Id: BD6798469669440C8E4C7A9A78FD2BBC
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 Source Envelope:
 Document Pages: 4
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Marshall Stiles
 1100 Olive Way
 Suite 1020
 Seattle, WA 98101
 marshall.stiles@mynpp.com
 IP Address: 73.254.237.236

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Status: Original
 7/15/2021 6:05:43 PM
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 marshall.stiles@mynpp.com
 Location: DocuSign

Signer Events

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

Signature

DocuSigned by:


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 Signed using mobile

Timestamp

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 Signed: 7/15/2021 8:38:02 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/28/2021 11:14:32 AM
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Mike Cully
 mcully@orcities.org
 Executive Director
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure:
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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
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Certified Delivered	Security Checked	7/16/2021 8:31:16 AM

Envelope Summary Events**Status****Timestamps**

Signing Complete

Security Checked

7/16/2021 8:31:33 AM

Completed

Security Checked

7/16/2021 8:31:33 AM

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 the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact National Purchasing Partners:

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

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

To advise National Purchasing Partners of your new email address

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

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

To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Sixth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction

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

RECITALS

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

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

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

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

Husqvarna	Saws	20%	FFE Category 02. Firefighting Attack Tools
Fire Research	Lighting Systems	10%	FFE Category 12. Other
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	10%	FFE Category 03. Extraction Tools & Supplies
Zoll	Defibrillator, Automated External (AED)	10%	FFE Category 12. Other

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

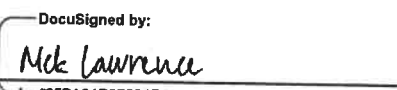
IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

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

L.N. CURTIS & SONS

DocuSigned by:

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

Certificate of Completion

Envelope Id: 2DDD1CCC903940928F74B0EF229D0C7D
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 Certificate Pages: 5
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Status: Completed

Envelope Originator:
 Marshall Stiles
 1100 Olive Way
 Suite 1020
 Seattle, WA 98101
 marshall.stiles@mynpp.com
 IP Address: 98.232.37.85

Record Tracking

Status: Original
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Holder: Marshall Stiles
 marshall.stiles@mynpp.com

Location: DocuSign

Signer Events

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

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 98.210.40.139

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 Signed: 11/23/2021 10:58:37 AM

Electronic Record and Signature Disclosure:

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



Signature Adoption: Uploaded Signature Image
 Using IP Address: 174.197.0.184
 Signed using mobile

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 Signed: 11/23/2021 1:56:36 PM

Electronic Record and Signature Disclosure:

Accepted: 11/23/2021 1:56:25 PM
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Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete

Security Checked

11/23/2021 1:56:36 PM

Completed

Security Checked

11/23/2021 1:56:36 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 the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact National Purchasing Partners:

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

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

To advise National Purchasing Partners of your new email address

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

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

To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Seventh Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction and Supplier Name Update

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

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

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

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

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

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

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


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

LEAGUE OF OREGON CITIES

DocuSigned by:

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

L.N. CURTIS & SONS

DocuSigned by:

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

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

Signature

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


 Signature Adoption: Uploaded Signature Image
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Summary Events**Status****Timestamps**

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12/15/2021 1:55:55 PM

Completed

Security Checked

12/15/2021 1:55:55 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 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.

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact National Purchasing Partners:

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

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

To advise National Purchasing Partners of your new email address

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

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

To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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- 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.

Eight Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

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

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

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

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

LEAGUE OF OREGON CITIES

DocuSigned by:

Patty Mulvihill

Date May 19, 2022 | 7:11 PM PDT

BY: Patty Mulvihill
ITS: Interim Executive Director

L.N. CURTIS & SONS

DocuSigned by:

Nick Lawrence

Date May 17, 2022 | 7:19 PM PDT

BY: Nick Lawrence
ITS: Director, Special Programs

Certificate Of Completion

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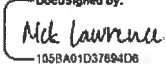
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 marshall.stiles@mynpp.com
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Signer Events

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

Signature

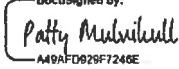
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 Signature Adoption: Pre-selected Style
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 Using IP Address: 104.28.124.35
 Signed using mobile

Timestamp

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

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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Completed	Security Checked	5/19/2022 7:11:17 PM
Payment Events	Status	Timestamps
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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

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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.

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

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

To advise National Purchasing Partners of your new email address

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

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To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

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

Required hardware and software

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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.

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- 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.

Ninth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Updates to Attachment A

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

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

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

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

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

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

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

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

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

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


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

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

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


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

LEAGUE OF OREGON CITIES

DocuSigned by:

 BY: Patty Mulvihill
 ITS: Interim Executive Director

Date June 30, 2022 | 5:20 PM PDT

L.N. CURTIS & SONS

DocuSigned by:

 BY: Nick Lawrence
 ITS: Director, Special Programs

Date July 1, 2022 | 10:43 AM PDT

Certificate Of Completion

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Signer Events

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

Signature

DocuSigned by:

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Timestamp

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

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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 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.

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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.

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact National Purchasing Partners:

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

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

To advise National Purchasing Partners of your new email address

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

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

To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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- 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.

Tenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Addition

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

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

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

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

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

LEAGUE OF OREGON CITIES

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

L.N. CURTIS & SONS

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

Certificate Of Completion

Envelope Id: 7FEC3E43BFD2402094E7C9A05C10EF37
 Subject: Please DocuSign: Amendment 10 MPA 1910 LN Curtis FINAL.pdf
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Marshall Stiles
 17930 International Boulevard
 Suite 900
 SeaTac, WA 98188
 marshall.stiles@mynpp.com
 IP Address: 98.232.37.85

Record Tracking

Status: Original
 7/13/2022 11:21:16 PM


Holder: Marshall Stiles
 marshall.stiles@mynpp.com

Location: DocuSign

Signer Events

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

Signature

DocuSigned by:

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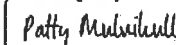
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Patty Mulvihill
 pmulvihill@orcities.org
 Interim Executive Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Angela Mackey
 amackey@Incurtis.com
 Director of Customer Service
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 7/21/2022 12:05:05 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	7/21/2022 12:05:05 PM

Payment Events	Status	Timestamps
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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

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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:

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

To advise National Purchasing Partners of your new email address

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

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

To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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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.

Eleventh Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

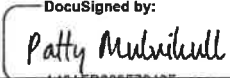
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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


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

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

LEAGUE OF OREGON CITIES

DocuSigned by:

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

L.N. CURTIS & SONS

DocuSigned by:

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

Certificate Of Completion

Envelope Id: 169422CEC39D4726A088F306A990DC3F
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 Document Pages: 4 Signatures: 2
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Marshall Stiles
 17930 International Boulevard
 Suite 900
 SeaTac, WA 98188
 marshall.stiles@mynpp.com
 IP Address: 67.161.98.112

Record Tracking

Status: Original Holder: Marshall Stiles Location: DocuSign
 9/9/2022 11:45:54 AM marshall.stiles@mynpp.com

Signer Events

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

Signature

DocuSigned by:

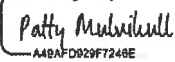
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Timestamp

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

DocuSigned by:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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To advise National Purchasing Partners of your new email address

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

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

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

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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.

Twelfth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Addition

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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


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

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


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

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

LEAGUE OF OREGON CITIES

DocuSigned by:

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

L.N. CURTIS & SONS

DocuSigned by:

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

Certificate Of Completion

Envelope Id: D75D7C9F6D05467EA985D3F08B979331	Status: Completed
Subject: Complete with DocuSign: Amendment 12 MPA 1910 Curtis FINAL.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld 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: 66.212.64.166

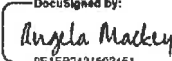
Record Tracking

Status: Original	Holder: Marshall Stiles	Location: DocuSign
1/25/2023 11:25:34 AM	marshall.stiles@mynpp.com	

Signer Events

Angela Mackey
 amackey@incurtis.com
 Director of Customer Service
 Security Level: Email, Account Authentication (None)

Signature

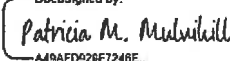
DocuSigned by:

DE1EB2421602451
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.117.230.123

Timestamp

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 Signed: 2/2/2023 6:50:11 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/2/2023 6:49:54 AM
 ID: f1a06f48-b9b8-4736-ad67-9c7caa98282b

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

DocuSigned by:

A49AFD920F7240E..
 Signature Adoption: Pre-selected Style
 Using IP Address: 65.152.168.162

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 Signed: 2/2/2023 10:56:02 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/2/2023 10:55:55 AM
 ID: 73620eae-56c3-425f-bafb-b06908e123fd

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Marshall Stiles
 marshall.stiles@mynpp.com
 Contract Administrator
 NPP & NPPGov
 Security Level: Email, Account Authentication (None)

VIEWED

Using IP Address: 4.79.109.94

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 Viewed: 2/2/2023 10:47:35 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/2/2023 10:55:55 AM
Signing Complete	Security Checked	2/2/2023 10:56:02 AM
Completed	Security Checked	2/2/2023 10:56:02 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact National Purchasing Partners:

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

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

To advise National Purchasing Partners of your new email address

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

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

To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

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

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

Required hardware and software

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**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
L.N. CURTIS AND SONS, INC.**

**EXHIBIT B
Scope of Work**

Purchase any of the firefighting equipment or products listed on the L.N. Curtis and Sons, Inc. Master Price Agreement Firefighting Equipment or amendments, on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
L.N. CURTIS AND SONS, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Per Section 3 of this Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$80,000.00 annually or \$160,000.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The term of the agreement commences upon the effective date and continues for full term including all extensions.