

## **Nineth Amendment to Master Price Agreement for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS**

### **Pricing Schedule Update**

This Amendment to the Master Price Agreement is entered into this 3<sup>rd</sup> day of October 2025 by LEAGUE OF OREGON CITIES (“Purchaser”) and ZOLL MEDICAL CORPORATION (“Vendor”) based upon the sales and/or service of Public Safety Medical Supplies, Equipment and Patient Monitors.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20200 on or about June 8, 2020, and by this reference incorporated herein; and

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

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 6, 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 8, 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 August 12, 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 January 24, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 28, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about May 20, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about November 26, 2024, and by this reference incorporated herein; and

WHEREAS, Attachment A of the Master Price Agreement contains Vendor’s pricing schedule; and

WHEREAS, Vendor desires to update the pricing schedule in its entirety to reflect current pricing; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect that Attachment A is updated in its entirety.

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Pricing Schedule Update.** Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following:

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

NPP Product Classification	Sub Classification	Product Category	Product Series	Product Type	Discount%
MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS		Accessories	AED_PLUS AED_PRO		25%
			AED3		20%
			CSC		20%
			G5		20%
			PROPAQMD		18%
			RSERIES		20%
			XSERIES		18%
		Capital Equipment	AED_PLUS AED_PRO		32%
			AED3		32%
			G5		20%
			RSERIES		18%
			XSERIES		18%
			ZENIX		18%
		Consumables	AED_PLUS AED_PRO		25%
			AED3		20%
			PROPAQMD		18%
			RSERIES		20%
			XSERIES		18%
MEDICAL PRODUCTS AND SUPPLIES	Resuscitation Equipment	Accessories	AutoPulse		2%
			AutoPulse NXT		3%
			IPR		2%
		Capital Equipment	ZENIX		12%
			AutoPulse		2%
			IPR		2%
		Consumables	AutoPulse		2%
			IPR		2%

<b>MEDICAL LIFE SUPPORT EQUIPMENT</b>	Ventilators	<b>Accessories</b> <b>Capital Equipment</b> <b>Consumables</b>	VENT731 VENT731 VENT731		15% 30% 15%
				Circuits CPAP Mask	23% 27%
Other			ENPRO	PLUSLEARNING PLUSTRAC RR_ADVANCED_CSC RR_ESSENTIAL_CSC RR_PREFERRED_CSC	15% 15% 10% 10% 10%
			RESCUE_SYSTEMS SOFTWARE SOLUTIONS		15% 0%
		Training Supplies Tablet	ZENIX ZENIX	ZOLL® emsCharts® ZOLL® Billing Packaged Services	15% 15% 15%
					10% 15%

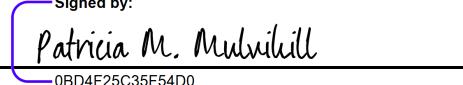
Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

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 June 8, 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

Signed by:

 Patricia M. Mulvihill

0BD4F25C35F54D0...

Date October 8, 2025 | 5:33 AM PDT

BY: Patricia M. Mulvihill

ITS: Executive Director

ZOLL MEDICAL CORPORATION

Signed by:

 Kurt Sandstrom

C7611D67AEFF408...

Date October 3, 2025 | 2:05 PM PDT

BY: Kurt Sandstrom

ITS: VP/GM EMS

## **Eighth Amendment to Master Price Agreement for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS**

### **Software Product Line Additions and Attachment F Update**

This Amendment to the Master Price Agreement is entered into this 26<sup>th</sup> day of November 2024 by LEAGUE OF OREGON CITIES (“Purchaser”) and ZOLL MEDICAL CORPORATION (“Vendor”) based upon the sales and/or service of Public Safety Medical Supplies, Equipment and Patient Monitors.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20200 on or about June 8, 2020, and by this reference incorporated herein; and

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

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 6, 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 8, 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 August 12, 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 January 24, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 28, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about May 20, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to add three (3) software products to the pricing schedule in Attachment A; and

WHEREAS, Vendor desires to add their Software Acknowledgement Form to Attachment F – ADDITIONAL VENDOR TERMS OF PURCHASE; and

WHEREAS, Purchaser has provided notice, on or about November 22, 2024, to add the Software Acknowledgement Form to Attachment F and to add three (3) software product lines to Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new Vendor terms added to Attachment F and the additions of the new product lines added to Attachment A.

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 addition of the following product lines:

Product Classification			Product Series	Product Type	Discount
Other					
			<b>SOFTWARE SOLUTIONS</b>	ZOLL® emsCharts®	15%
				ZOLL® Billing	15%
				Packaged Services	15%

2. **Additional Vendor Terms of Purchase.** Attachment F to the Master Price Agreement shall be amended in part to reflect the addition of the Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form attached herein. This Acknowledgement Form is required by Vendor for any Purchasing Agency to purchase Vendor's software products.

## **Master Software, SaaS and Services Agreement and Addenda**

### **Acknowledgement Form**

#### **League of Oregon Cities Participating Agencies**

This Order is governed by and subject to the terms and conditions, including applicable addenda, available at <https://www.zolldata.com/legal> and incorporated herein by reference. By signing below, (1) the Participating Agency represents and warrants it has read this Order and the applicable Agreement and agrees to such terms and conditions and (2) each person below represents and warrants that they have the authority to bind the party for which they are signing.

#### Participating Agency

Signature:

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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 June 8, 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

Signed by:  
  
Patricia M. Mulvihill  
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BY: Patricia M. Mulvihill  
ITS: Executive Director

Date November 26, 2024 | 11:53 AM PST

ZOLL MEDICAL CORPORATION

Signed by:  
  
Kurt Sandstrom  
C7611D67AEFF408...  
BY: Kurt Sandstrom  
ITS: VP of North American Sales

Date November 26, 2024 | 11:44 AM PST

## **Seventh Amendment to Master Price Agreement for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS**

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 3<sup>rd</sup> day of April 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and ZOLL MEDICAL CORPORATION ("Vendor") based upon the sales and/or service of Public Safety Medical Supplies, Equipment and Patient Monitors.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20200 on or about June 8, 2020, and by this reference incorporated herein; and

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

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 6, 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 8, 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 August 12, 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 January 24, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 28, 2023, and by this reference incorporated herein; and

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

WHEREAS, Purchaser has provided notice, on or about April 2, 2024, to add the AutoPulse NXT product line to Attachment A; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

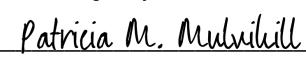
1. **Product Line Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product line addition:

Product Classification	Sub Classification	Product Category	Product Series	Product Type	Discount
MEDICAL PRODUCTS AND SUPPLIES	RESUSCITATION EQUIPMENT				
		Accessories	AutoPulse NXT		3%

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 June 8, 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:  
 Patricia M. Mulvihill \_\_\_\_\_ Date May 20, 2024 | 12:47 PM PDT  
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BY: Patricia M. Mulvihill  
ITS: Executive Director

ZOLL MEDICAL CORPORATION

DocuSigned by:  
 Kurt Sandstrom \_\_\_\_\_ Date May 20, 2024 | 12:21 PM PDT  
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BY: Kurt Sandstrom  
ITS: VP of North American Sales

## **Sixth Amendment to Master Price Agreement for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS**

### **Amend and Restate Attachment A in its Entirety**

This Amendment to the Master Price Agreement is entered into this 26<sup>th</sup> day of September 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and ZOLL MEDICAL CORPORATION ("Vendor") based upon the sales and/or service of Public Safety Medical Supplies, Equipment and Patient Monitors.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20200 on or about June 8, 2020, and by this reference incorporated herein; and

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

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 6, 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 8, 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 August 12, 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 January 24, 2023, and by this reference incorporated herein; and

WHEREAS, the pricing schedule in Attachment A of the Master Price Agreement is in varying formats; and

WHEREAS, Purchaser and Vendor desires to update the pricing schedule in Attachment A to a single uniformed format; and

WHEREAS, Purchaser has provided notice, on or about September 26, 2023, to amend and restate Attachment A in its entirety; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect Attachment A is updated in its entirety.

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Replace in its Entirety.** Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following pricing schedule:

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

Product Classification	Sub Classification	Product Category	Product Series	Product Type	Discount
MEDICAL LIFE SUPPORT EQUIPMENT	Ventilators	Accessories	VENT731		15%
		Capital Equipment	VENT731		30%
		Consumables	VENT731		15%
				Circuits	23%
MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS		Accessories	AED_PLUS AED_PRO		25%
			AED3		20%
			CSC		20%
			PROPAQMD		18%
			RSERIES		20%
			XSERIES		18%
		Capital Equipment	AED_PLUS AED_PRO		32%
			AED3		32%
			RSERIES		18%
			XSERIES		18%
			G5		20%
		Consumables	AED_PLUS AED_PRO		25%
			AED3		20%
			PROPAQMD		18%
			RSERIES		20%
			XSERIES		18%
MEDICAL PRODUCTS AND SUPPLIES	RESUSCITATION EQUIPMENT				
		Accessories	IPR		2%
			Auto Pulse		2%
			IPR		2%
			Auto Pulse		2%
			IPR		2%
			Auto Pulse		2%

<b>Other</b>			<b>ENPRO</b>	<b>PLUSLEARNING</b>	15%
				<b>PLUSTRAC</b>	15%
				<b>RR_ADVANCED_CSC</b>	10%
				<b>RR_ESSENTIAL_CSC</b>	10%
				<b>RR_PREFERRED_CSC</b>	10%
			<b>RESCUE_SYSTEMS</b>		15%
			<b>SOFTWARE SOLUTIONS</b>		0%

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 June 8, 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:

 Patricia M. Mulvihill

Date September 28, 2023 | 8:45 AM PDT

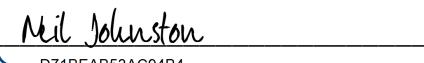
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BY: Patricia M. Mulvihill

ITS: Executive Director

ZOLL MEDICAL CORPORATION

DocuSigned by:

 Neil Johnston

Date September 28, 2023 | 8:32 AM PDT

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BY: Neil Johnston

ITS: v.p. worldwide sales

## **Fifth Amendment to Master Price Agreement for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS**

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 24<sup>th</sup> day of January 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and ZOLL MEDICAL CORPORATION ("Vendor") based upon the sales and/or service of Public Safety Medical Supplies, Equipment and Patient Monitors.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20200 on or about June 8, 2020, and by this reference incorporated herein; and

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

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 6, 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 8, 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 August 12, 2021, and by this reference incorporated herein; and

WHEREAS, Vendor desires to add four products 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 four products 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 additions.

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 products:

### ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

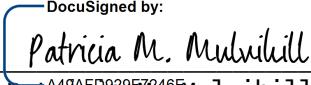
### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

NEW ITEM OR PART #	CONTRACT CATEGORY	CATALOG/PRODUCT DESCRIPTION	DISCOUNT
8000-000393-01	EMS XSERIES UNITS & ACCESSORIES	X SERIES CARRY CASE, PREMIUM	50%
8000-001128	EMS XSERIES UNITS & ACCESSORIES	FLOWTUBE, ACCUVENT, BOX OF 10	18%
8400-110045	OTHER	CaseReview SUBSCRIPTION, 5 YEAR, X SERIES	0%
7508-000009-01	OTHER	Upgrade, EtCO2, X Series	10%

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 June 8, 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.

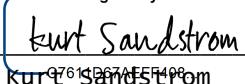
**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
Patricia M. Mulvihill  
BY: Patricia M. Mulvihill  
ITS: Executive Director

Date January 24, 2023 | 9:03 PM PST

ZOLL MEDICAL CORPORATION

DocuSigned by:  
  
Kurt Sandstrom  
BY: Kurt Sandstrom  
ITS: VP of North American Sales

Date January 24, 2023 | 11:55 AM PST

## **Fourth Amendment to Master Price Agreement for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS**

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 12<sup>th</sup> day of August, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and ZOLL MEDICAL CORPORATION ("Vendor") based upon the sales and/or service of PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement, numbered PS20200, on or about June 8, 2020 and by this reference incorporated herein; and

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

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 6, 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 8, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add twenty-one products to the Defibrillator product category and add eleven products to the IPR product category in the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 2, 2021, to add the products to the price list in the Master Price Agreement; and

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

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 additions:

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

NEW ITEM OR PART #	OLD ITEM OR PART NUMBER.	CONTRACT CATEGORY	CATALOG/PRODUCT DESCRIPTION	UNIT PRICE OR LIST PRICE	CONTRACT PRICE OR NET PRICE	DISCOUNT
99-1A-Z	New item	Defibrillator	1 YEAR RESCUE READY ADVANCED RESPONSE PACKAGE	\$ 439.00	\$ 439.00	0%
99-1A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE WITH SERVICE FOR 1 YR. - IMMEDIATE SERVICE	\$ 439.00	\$ 439.00	0%
99-2A-Z	New item	Defibrillator	PLUSCARE 2 YEAR ADVANCED PACKAGE	\$ 799.00	\$ 799.00	0%
99-2A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE WITH SERVICE FOR 2 YR. - IMMEDIATE SERVICE	\$ 799.00	\$ 799.00	0%
99-4A-Z	New item	Defibrillator	PLUSCARE 4 YEAR ADVANCED PACKAGE	\$ 1,349.00	\$ 1,349.00	0%
99-4A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE WITH SERVICE FOR 4 YR. - IMMEDIATE SERVICE	\$ 1,349.00	\$ 1,349.00	0%
99C-1A-Z	New item	Defibrillator	1 YR RRS ADVANCED PACKAGE with ICPR - G5 with ICPR	\$ 489.00	\$ 489.00	0%
99C-1A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE FOR G5 ICPR WITH SERVICE FOR 1 YR. - IMMEDIATE SERVICE	\$ 489.00	\$ 489.00	0%
99C-2A-Z	New item	Defibrillator	PLUSCARE 2 YEAR ADVANCED PACKAGE FOR G5 ICPR	\$ 875.00	\$ 875.00	0%
99C-2A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE FOR G5 ICPR WITH SERVICE FOR 2 YR. - IMMEDIATE SERVICE	\$ 875.00	\$ 875.00	0%
99C-4A-Z	New item	Defibrillator	PLUSCARE 4 YEAR ADVANCED PACKAGE FOR G5 ICPR	\$ 1,499.00	\$ 1,499.00	0%
99C-4A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE FOR G5 ICPR WITH SERVICE FOR 4 YR. - IMMEDIATE SERVICE	\$ 1,499.00	\$ 1,499.00	0%
99-1S-Z	New item	Defibrillator	1 YEAR RESCUE READY ESSENTIAL RESPONSE PACKAGE	\$ 149.00	\$ 149.00	0%
99-2S-Z	New item	Defibrillator	2 YEAR RESCUE READY ESSENTIAL RESPONSE PACKAGE	\$ 269.00	\$ 269.00	0%
99-4S-Z	New item	Defibrillator	4 YEAR RESCUE READY ESSENTIAL RESPONSE PACKAGE	\$ 479.00	\$ 479.00	0%
99-1P-Z	New item	Defibrillator	1 YEAR RESCUE READY PREFERRED RESPONSE PACKAGE	\$ 249.00	\$ 249.00	0%
99-2P-Z	New item	Defibrillator	PLUSCARE 2 YEAR PREFERRED PACKAGE	\$ 449.00	\$ 449.00	0%
99-4P-Z	New item	Defibrillator	PLUSCARE 4 YEAR PREFERRED PACKAGE	\$ 799.00	\$ 799.00	0%
8511-001101-01	New item	Defibrillator	SEMI-AUTOMATIC, ZOLL AED 3, PLUSRX, ENGLISH, AHA	\$ 2,795.00	\$ 1,750.00	37%
8511-001102-01	New item	Defibrillator	AUTOMATIC, ZOLL AED 3, PLUSRX, ENGLISH, AHA	\$ 2,795.00	\$ 1,750.00	37%
XCAAED008A	New item	Defibrillator	CARRY SLEEVE, POWERHEART G5	\$ 62.00	\$ 49.60	20%

12-0869-000		IPR	ResQCPR demo kit: includes ResQMAN demonstrator and ResQPOD ITD	\$ 64.84	\$ 61.60	5%
12-0935-000		IPR	Carrying case for the ResQCPR System components.	\$ 64.89	\$ 61.65	5%
12-2507-000		IPR	Training versions of one (1) ResQPUMP and two (2) ResQPODs, all intended for training ONLY and labeled "NOT FOR HUMAN USE". Sold as individual kits.	\$ 751.64	\$ 714.06	5%
12-0242-000		IPR	ResQPOD Impedance Threshold Device (ITD) that attaches to the airway during CPR to enhance negative pressure and increase perfusion. The ResQPOD ITD 10 is a disposable product (single patient use within 24-hours only).	\$ 118.97	\$ 113.02	5%
12-0586-000		IPR	Replacement suction cup for the ResQPUMP ACD-CPR device. This suction cup further increases blood return by re-expanding the chest with a lift force of up to 10 kg.	\$ 43.26	\$ 41.10	5%
12-0707-000		IPR	ResQGARD FM Kit	\$ 63.81	\$ 60.62	5%
12-0822-000		IPR	ResQPOD ITD 16 - Impedance Threshold Device (ITD) attaches to the airway during CPR to enhance negative pressure to increase perfusion; disposable; single patient use only; replacement component of the ResQCPR System.	\$ 118.97	\$ 113.02	5%
12-0823-000		IPR	ResQPUMP ACD-CPD Device - Allows the user to perform active compression decompression CVPR (ACD-CPR) with up to 10 kg lift; replacement component of the ResQCPR System.	\$ 1,162.61	\$ 1,104.48	5%
12-0825-000		IPR	ResQCPR System - Increases the likelihood of survival in adult, non-traumatic cardiac arrest; includes one (1) ResQPUMP ACD-CPR Device, and two (2) ResQPOD ITD 16's.	\$ 1,400.54	\$ 1,330.51	5%
12-2116-000		IPR	Manikit	\$ 171.96	\$ 163.36	5%
12-0242-030		IPR	RESQPOD ITD 10, MIL-SKU	\$ 118.97	\$ 113.02	5%

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 June 8, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

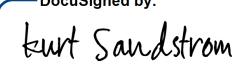
**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
BY: Mike Sandstrom 9761007443E...  
ITS: Executive Director

Date August 13, 2021 | 7:55 AM PDT

ZOLL MEDICAL CORPORATION

DocuSigned by:  
  
BY: Kurt Sandstrom 9761007443E...  
ITS: VP of North American Sales

Date August 13, 2021 | 6:01 AM PDT

## **Third Amendment to PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS**

### **RFP 1935**

#### **Master Price Agreement**

#### **Product Replacement**

This Amendment to the Master Price Agreement is entered into this 8 day of December, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and ZOLL MEDICAL CORPORATION ("Vendor") based upon the sales and/or service of PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS.

#### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about June 8, 2020 and by this reference incorporated herein; and

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

WHEREAS, Purchaser and Vendor entered into the second Amendment to the Master Price Agreement on or about November 6, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to replace item RECORDER PAPER 90MM FAN FOLD (10 PACKAGES) with a BPA-free option, RECORDER PAPER, 90MM FOLD, 10-ACP, BPA-FREE as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about December 2, 2020, to replace the original item with the BPA-free product in the Master Price Agreement; and

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

## AMENDMENT TO MASTER PRICE AGREEMENT

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

### ATTACHMENT A

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

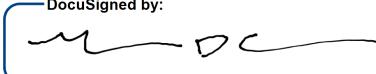
### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

ITEM	ITEM DESCRIPTION	UOM	DISCOUNT	HIERARCHY FAMILY	HIERARCHY LINE
8000-0302	RECORDER PAPER-90-MM FAN FOLD (10-PACKAGES)	CS	24%	PAPER	RECORDER_PAPER
8000-000877-01	RECORDER PAPER, 90MM FOLD, 10-ACP, BPA-FREE				

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 June 8, 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:  
  
 38C546F8860143E

Date 12/8/2020

BY: Mike Cully

ITS: Executive Director

ZOLL MEDICAL CORPORATION

DocuSigned by:  
  
 C7611D67AEFF408

Date 12/8/2020

BY: Kurt Sandstrom

ITS: VP of North American Sales

## **Second Amendment to PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS**

### **RFP 1935**

#### **Master Price Agreement**

#### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 6 day of November, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and ZOLL MEDICAL CORPORATION ("Vendor") based upon the sales and/or service of PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS.

#### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about June 8, 2020 and by this reference incorporated herein; and

WHEREAS, Effective mid-December 2020, Vendor desires to include the ZOLL X Series Advance product line as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 4, 2020, to include the ZOLL X Series Advance product line, effective mid-December 2020, 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.

## 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

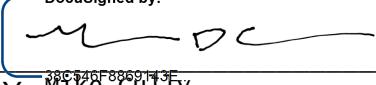
Vendor will provide a 15% discount on the X Series product line. Please contact your sales representative for current and accurate pricing.

NEW ITEM OR PART #	CONTRACT CATEGORY	CATALOG/PRODUCT DESCRIPTION	DISCOUNT
601-2231111-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, SPCO, CO2, BVM, NIBP, CPR EXPANSION PACK, US	15%
601-2221111-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, CO2, BVM, NIBP, CPR EXPANSION PACK, US	15%
601-2231211-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, SPCO, CO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	15%
601-2221211-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, CO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	15%
601-2241111-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, CO2, BVM, NIBP, CPR EXPANSION PACK, US	15%
601-2241211-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, CO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	15%
601-2431111-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, AUDIO, SPO2, SPCO, CO2, BVM, NIBP, CPR EXPANSION PACK, US	15%
601-2431211-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, AUDIO, SPO2, SPCO, CO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	15%
601-2120111-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, SPO2, BVM, NIBP, CPR EXPANSION PACK, US	15%
		X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, SPHB, SPOC, PVI, PI, CO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	
601-2271211-01	X SERIES	PACK, US	15%
601-2231112-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, SPCO, CO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	15%
601-2221112-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, CO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	15%
601-2231212-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, SPCO, CO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	15%
601-2221212-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, CO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	15%
601-2241112-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, CO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	15%
		X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, CO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	
601-2241212-01	X SERIES	US	15%
601-2431112-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, AUDIO, SPO2, SPCO, CO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	15%
601-2431212-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, AUDIO, SPO2, SPCO, CO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	15%
601-2121111-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, SPO2, CO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	15%
601-2120112-01	X SERIES	X SERIES ADVANCED, 12 LEAD W/INTERP, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	15%
		X SERIES ADVANCED, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, SPHB, SPOC, PVI, PI, CO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	
601-2271212-01	X SERIES	PACK, REMOTE VIEW, US	15%

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 June 8, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

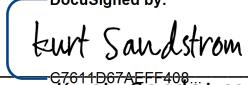
**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
BY: **Mike Cutty**  
ITS: Executive Director

Date **11/6/2020**

ZOLL MEDICAL CORPORATION

DocuSigned by:  
  
BY: **Kurt Sandstrom**  
ITS: VP of North American Sales

Date **11/6/2020**

## **First Amendment to PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS**

### **RFP 1935**

#### **Master Price Agreement**

#### **Product Discontinuation**

This Amendment to the Master Price Agreement is entered into this 30 day of October, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and ZOLL MEDICAL CORPORATION ("Vendor") based upon the sales and/or service of PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS.

#### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about June 8, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to remove a discontinued product, the neonatal single lumen hose / P/N 8300-0796-01, from the Price File as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 22, 2020, to remove the product neonatal single lumen hose / P/N 8300-0796-01 from the Master Price Agreement; and

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

## AMENDMENT TO MASTER PRICE AGREEMENT

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

### ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

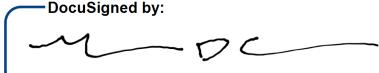
The following item has been discontinued and is no longer available. Please contact your sales representative to discuss comparable products.

ITEM	ITEM DESCRIPTION	UOM	ALIST PRICE	NPP PRICE	DISCOUNT	HIERARCHY FAMILY	HIERARCHY LINE	SERIES
8300-0796-01	KIT, HOSE, INFANT/NEONATE, 8', WITH FEMALE LUER-CUFF CONN, PROPAQ-LX	EA	68.25	55.28	19%	CUFFS	CUFFS	PROPAQMDIXSERIES

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 June 8, 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:  
  
38C546E8869443E  
BY: Mike Cully  
ITS: Executive Director

Date 10/30/2020

ZOLL MEDICAL CORPORATION

DocuSigned by:  
  
C7611D67AEFF408  
BY: Kurt Sandstrom  
ITS: VP of North American Sales

Date 10/30/2020

**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 ZOLL MEDICAL CORPORATION ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS, 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 PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS 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. 1935 for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS; 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. 1935 (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;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception to 1.3.1, 1.3.3, 3.3.2, 5.4, 11 is **approved** and by this reference incorporated herein.

## 2.6 Extension of contract terms to Participating Agencies:

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

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

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

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

## **ARTICLE 3 – TERM AND TERMINATION**

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

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

## **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

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

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

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

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

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

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

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

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

## **ARTICLE 5 – INSURANCE**

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

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

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

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

## **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

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

## **ARTICLE 7 – WARRANTIES**

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

## **ARTICLE 8 - INSPECTION AND REJECTION**

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

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

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

## **ARTICLE 9 – SUBSTITUTIONS**

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

## **ARTICLE 10 - COMPLIANCE WITH LAWS**

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

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

## **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

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

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

## **ARTICLE 12 - RIGHT TO AUDIT**

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

## **ARTICLE 13 - REMEDIES**

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

## **ARTICLE 14 - RELATIONSHIP OF PARTIES**

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

## **ARTICLE 15 - NOTICES**

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

If to Lead Contracting Agency:

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

If to Vendor:

ZOLL MEDICAL CORPORATION  
269 Mill Road  
Chelmsford, MA 01824  
ATTN: Kurt Sandstrom  
Email: [ksandstrom@zoll.com](mailto:ksandstrom@zoll.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 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**

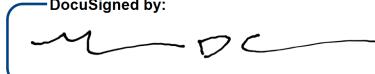
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

## **ARTICLE 24 - COUNTERPARTS**

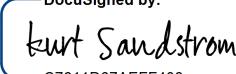
This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

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

**PURCHASER:**

DocuSigned by:  
Signature:   
38E546F8869149E...  
Printed Name: Mike Cully  
Title: Executive Director  
LEAGUE OF OREGON CITIES  
Dated: 6/8/2020

**VENDOR:**

DocuSigned by:  
Signature:   
C7641D67AEFF408...  
Printed Name: Kurt Sandstrom  
Title: VP of North American Sales  
ZOLL MEDICAL CORPORATION  
Dated: 6/5/2020

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

ZOLL is willing to offer NPP and LOC Members an 18% discount off of currently published List Price for items not listed in a category below. Part numbers on contract only.

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS	
Product Category	Percentage (%) off List Price* ( <b>OR</b> fixed price if % off pricing is not available)
<b>MEDICAL PRODUCTS AND SUPPLIES</b>	
• AIRWAY	
• BAGS & CASES	
• PERSONAL PROTECTION EQUIPMENT (EMS)	
• FLUID ADMINISTRATION/VASCULAR ACCESS	
• IMMOBILIZATION AND SUPPLIES	
• INFECTION CONTROL	
• INSTRUMENTATION	
• KITS	
• LIGHTS & FLASHLIGHTS	
• LINEN	
• OXYGEN DELIVERY	
• PATIENT HANDLING AND TRANSPORT	
• RESUSCITATION EQUIPMENT	
◦ Autopulse	2%
• TACTICAL MEDICINE	
• TRAINING AND SIMULATION	
• TRAUMA	
• VEHICLE ACCESSORIES	
• WMP PREPAREDNESS	
• WOUND CARE	
<b>PHARMACEUTICALS</b>	
<b>MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS</b>	
• AED PRO	32%
• AED PRO ACCESSORIES	18%
• AED PLUS	32%
• AED 3	22%
• AED PLUS ACCESSORIES	18%
• EMS XSERIES UNITS & ACCESSORIES	18%
• PROPAQMD AIR MEDICAL ACCESSORIES	15%
• PROPAQMD AIR MEDICAL CONFIGURATION	17%
<b>MEDICAL LIFE SUPPORT EQUIPMENT</b>	

MEDICAL INVENTORY MANAGEMENT SYSTEMS	
INSTALLION, SERVICE AND MAINTENANCE	
OTHER	

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:](http://)], as may be updated from time to time. [ A current list may be obtained from Vendor.]

**ATTACHMENT B**

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

**ADDITIONAL SELLER WARRANTIES**

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

**ATTACHMENT C**

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

**PARTICIPATING AGENCIES**

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

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

**ATTACHMENT D**

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

**Vendor's Proposal**

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

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

**ATTACHMENT E**

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

**Purchaser's Request for Proposal**

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

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

**ATTACHMENT F**

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

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

## Certificate Of Completion

Envelope Id: EBF15B95D80D465E895B3F18AD6BB483	Status: Completed
Subject: Please DocuSign: MPA 1935 LOC and ZOLL EMS FINAL.pdf	
Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
EnvelopeD Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
	Envelope Originator:
	Bill DeMars
	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 24.16.218.197

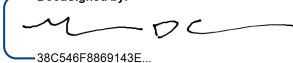
## Record Tracking

Status: Original 6/5/2020 9:25:21 AM	Holder: Bill DeMars bill.demars@nppgov.com	Location: DocuSign
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Signer Events	Signature	Timestamp
Kurt Sandstrom ksandstrom@zoll.com VP of North American Sales Security Level: Email, Account Authentication (None)	 DocuSigned by: <b>kurt Sandstrom</b> <small>C7611D67AEFF408...</small>	Sent: 6/5/2020 9:27:58 AM Viewed: 6/5/2020 9:29:40 AM Signed: 6/5/2020 9:30:07 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	 DocuSigned by: <b>m c</b> <small>38C546F8869143E...</small>	Sent: 6/5/2020 9:30:09 AM Viewed: 6/8/2020 5:31:22 PM Signed: 6/8/2020 5:31:36 PM
		Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219

### Electronic Record and Signature Disclosure:

Accepted: 6/8/2020 5:31:22 PM  
ID: c51fd276-8b9e-4a12-afb3-852411aa038e

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	6/5/2020 9:30:09 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	6/8/2020 5:31:23 PM
Signing Complete	Security Checked	6/8/2020 5:31:36 PM
Completed	Security Checked	6/8/2020 5:31:36 PM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		