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First Amendment to Master Price Agreement for LEASING SERVICES

Contract Survivability Article Added

This Amendment to the Master Price Agreement is entered into this 12th day of November 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and COMMUNITY LEASING PARTNERS ("Vendor") based upon the sales and/or service of Leasing Services.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS16009 on or about August 20, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor desires to add a contract survivability clause as a new Article in the Agreement; and

WHEREAS, Purchaser has provided notice, on or about November 12, 2024, of the addition of the survivability clause; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the addition of a new Article that covers Contract Survivability.

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

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AMENDMENT TO MASTER PRICE AGREEMENT

1. **Addition of New Article for Survivability.** A new Article 19 titled "PARTICIPATING AGENCY CONTRACT SURVIVABILITY/EXTENSION" is hereby added to the Agreement as follows:

ARTICLE 19 - PARTICIPATING AGENCY CONTRACT SURVIVABILITY/EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement, unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

2. **Following Articles Renumbered.** As a result of this addition, all existing articles following the newly added Article 19 shall be renumbered sequentially to reflect this change. Any references within the Agreement, or any exhibits, attachments, or addenda thereto, to the original numbering of the affected articles shall now refer to the corresponding renumbered articles.

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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 August 20, 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 November 13, 2024 | 8:21 AM PST

BY: Patricia M. Mulvihill
ITS: Executive Director

COMMUNITY LEASING PARTNERS

Signed by:
Blake Kaus
2AEC2C34D01A4B7...

Date November 13, 2024 | 7:57 AM PST

BY: Blake Kaus
ITS: Vice President & Director of Leasing