

Twenty-Second Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Addition

This Amendment to the Master Price Agreement is entered into this 30th day of July 2025 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, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about January 21, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about February 6, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventeenth Amendment to the Master Price Agreement on or about February 27, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighteenth Amendment to the Master Price Agreement on or about April 9, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Nineteenth Amendment to the Master Price Agreement on or about June 19, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twentieth Amendment to the Master Price Agreement on or about September 30, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twenty-First Amendment to the Master Price Agreement on or about April 8, 2025 and by this reference incorporated herein; and

WHEREAS, Attachment A of the Master Price Agreement contains a price list offered by Vendor; and

WHEREAS, Vendor desires to add the product Makita to price list in Attachment A; and

WHEREAS, Vendor has provided notice, on or about July 16, 2025, of the product addition to Attachment A; and

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

Supplier	Product	Discount Off List	Contract (Product) Category
Makita	Tools, Firefighting	5%	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

Signed by:

Patricia M. Mulvihill

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Date July 31, 2025 | 9:17 AM PDT

BY: Patricia M. Mulvihill

ITS: Executive Director

L.N. CURTIS & SONS

Signed by:

Angela Mackey

9E1EB2421602451...

Date July 30, 2025 | 12:35 PM PDT

BY: Angela Mackey

ITS: Director of Customer Service

Twenty-First Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Addition and Product Removal

This Amendment to the Master Price Agreement is entered into this 27th day of March 2025 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, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about January 21, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about February 6, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventeenth Amendment to the Master Price Agreement on or about February 27, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighteenth Amendment to the Master Price Agreement on or about April 9, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Nineteenth Amendment to the Master Price Agreement on or about June 19, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twentieth Amendment to the Master Price Agreement on or about September 30, 2024 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add three products to price list in Attachment A; and

WHEREAS, Vendor desires to remove one product from the price list Attachment A; and

WHEREAS, Vendor has provided notice, on or about March 24, 2025, of the product additions and product subtraction 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 changes to Attachment A.

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

Supplier	Product	Discount Off List	Contract (Product) Category
Hen Nozzles	Nozzles	Net	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Fireblast Global	Fire Simulation Equipment	1%	FFE Category 05. Firefighting and Firefighter Training
Rescue 42, AIO	Network System Deployable, Connectivity	Net	FFE Category 12. Other

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

Supplier	Product	Discount Off List	Contract (Product) Category
Fire Vent	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training

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

Signed by: Patricia M. Mulvihill Date April 8, 2025 | 7:38 AM PDT
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 BY: Patricia M. Mulvihill
 ITS: Executive Director

L.N. CURTIS & SONS

Signed by: Angela Mackey Date April 3, 2025 | 4:39 PM PDT
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 BY: Angela Mackey
 ITS: Director of Customer Service

Twentieth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Addition and Product Description Change

This Amendment to the Master Price Agreement is entered into this 30th day of September 2024 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, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about January 21, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about February 6, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventeenth Amendment to the Master Price Agreement on or about February 27, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighteenth Amendment to the Master Price Agreement on or about April 9, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Nineteenth Amendment to the Master Price Agreement on or about June 19, 2024 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the product description of the existing Bullard Thermal Imagers product in Attachment A; and

WHEREAS, Vendor desires to add a new Bullard product to the price list in Attachment A as permitted in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about September 25, 2024, to update the product description and add the new product 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 description change and product addition.

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

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Description Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of "other models" to the product description of the following product:

Supplier	Product	Discount Off List	Contract (Product) Category
Bullard	Thermal Imagers, other models	5%	FFE Category 04. Search & Rescue Equipment

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

Supplier	Product	Discount Off List	Contract (Product) Category
Bullard	Thermal Imagers, models DXT, NXT Pro, QXT Pro	Net	FFE Category 04. Search & Rescue Equipment

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

Signed by: Patricia M. Mulvihill Date September 30, 2024 | 4:54 PM PDT
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 BY: Patricia M. Mulvihill
 ITS: Executive Director

L.N. CURTIS & SONS

Signed by: Angela Mackey Date September 30, 2024 | 4:52 PM PDT
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 BY: Angela Mackey
 ITS: Director of Customer Service

Nineteenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Addition

This Amendment to the Master Price Agreement is entered into this 29th day of May 2024 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, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about January 21, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about February 6, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventeenth Amendment to the Master Price Agreement on or about February 27, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighteenth Amendment to the Master Price Agreement on or about April 9, 2024 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to the price list on Attachment A as permitted in the Master Price Agreement; and

WHEREAS, due to a change to the distributors discount schedule, Vendor desires to adjust the discount off list price for the FoxFury product line to NET; and

WHEREAS, Vendor has provided notice, on or about April 28, 2024, to add the Brimstone Fire Protection product line 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 addition.

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

AMENDMENT TO MASTER PRICE AGREEMENT

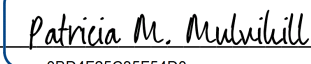
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

Supplier	Product	Discount Off List	Contract (Product) Category
Brimstone Fire Protection	Electric Vehicle (EV) Blanket	5%	FFE Category 01. Firefighting Equipment

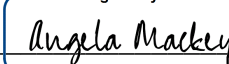
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price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

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 BY: Patricia M. Mulvihill
 ITS: Executive Director
 Date June 13, 2024 | 3:40 PM PDT

L.N. CURTIS & SONS

DocuSigned by:

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 BY: Angela Mackey
 ITS: Director of Customer Service
 Date June 13, 2024 | 8:00 AM PDT

Eighteenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Pricing Adjustment

This Amendment to the Master Price Agreement is entered into this 9th day of April 2024 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, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about January 21, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about February 6, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventeenth Amendment to the Master Price Agreement on or about February 27, 2024 and by this reference incorporated herein; and

WHEREAS, in the original price list on Attachment A of the Master Price Agreement executed on March 18, 2020, the discount off list price for the FoxFury product line was 1%; and

WHEREAS, due to a change to the distributors discount schedule, Vendor desires to adjust the discount off list price for the FoxFury product line to NET; and

WHEREAS, Vendor has provided notice, on or about April 2, 2024, to adjust the pricing for the FoxFury product line 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 pricing adjustment.

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

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Pricing Adjustment.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following pricing adjustment:

Supplier	Product	Discount Off List	Contract (Product) Category
Foxfury	Lighting and mounts	NET	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:
Patricia M. Mulvihill Date April 9, 2024 | 5:38 PM PDT
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BY: Patricia M. Mulvihill
ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:
Angela Mackey Date April 9, 2024 | 1:23 PM PDT
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BY: Angela Mackey
ITS: Director of Customer Service

Seventeenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Addition

This Amendment to the Master Price Agreement is entered into this 27th day of February 2024 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, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about January 21, 2024 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about February 6, 2024 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to the price list on Attachment A as permitted in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about February 27, 2024, to add the Symtech Fire product line 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 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:

Supplier	Product	Discount Off List	Contract (Product) Category
Symtech Fire	Fire Simulation Equipment	1%	FFE Category 05. Firefighting and Firefighter Training

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:
Patricia M. Mulvihill Date February 27, 2024 | 10:46 AM PST
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BY: Patricia M. Mulvihill
ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:
Angela Mackey Date February 27, 2024 | 4:24 PM PST
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BY: Angela Mackey
ITS: Director of Customer Service

Sixteenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Addition

This Amendment to the Master Price Agreement is entered into this 6th day of February 2024 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, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about January 21, 2024 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to the price list on Attachment A as permitted in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 31, 2024, to add the Fotokite accessories product line 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 addition.

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

AMENDMENT TO MASTER PRICE AGREEMENT

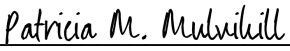
1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

Supplier	Product	Discount Off List	Contract (Product) Category
Fotokite	Accessories, Parts, Options & Services	NET	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:

 0BD4F25C35F54D0... Date February 6, 2024 | 4:07 PM PST
 BY: Patricia M. Mulvihill
 ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

 9E1EB2421602451... Date February 6, 2024 | 3:40 PM PST
 BY: Angela Mackey
 ITS: Director of Customer Service

Fifteenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Addition

This Amendment to the Master Price Agreement is entered into this 16th day of January 2024 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, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to the price list on Attachment A as permitted in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 10, 2024, to add the Agility Tech product line 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 addition.

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

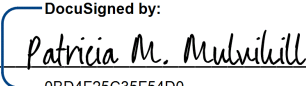
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Agility Tech	Rescue Kit	0%	FFE Category 03. Extraction Tools & Supplies

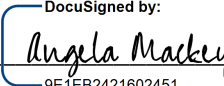
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price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

 0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director
 Date January 16, 2024 | 12:27 PM PST

L.N. CURTIS & SONS

DocuSigned by:

 9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service
 Date January 21, 2024 | 7:22 PM PST

Fourteenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Supplier Name Change

This Amendment to the Master Price Agreement is entered into this 17th day of October 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, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about August 29, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update one of the supplier's company name listed on Attachment A due to said supplier being acquired by another company; and

WHEREAS, Vendor has provided notice, on or about October 16, 2023, to change the supplier name Solberg to Perimeter Solutions in the Master Price Agreement; and

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

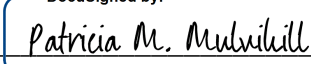
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Solberg Perimeter Solutions	Foam, Firefighting	5%	FFE Category 08. Firefighting Foam

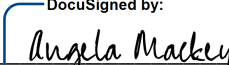
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price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

 0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director
 Date October 26, 2023 | 10:55 AM PDT

L.N. CURTIS & SONS

DocuSigned by:

 9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service
 Date October 20, 2023 | 2:09 PM PDT

Thirteenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Addition and Product Line Discount Change

This Amendment to the Master Price Agreement is entered into this 24th day of August 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, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 2, 2023 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 desires to eliminate the discount off list price for the Euramco product line due to the manufacturer reducing the discount off list to Vendor; and

WHEREAS, Vendor has provided notice, on or about August 11, 2023, to add the Elkhart Brass product line to Attachment A, and to eliminate the discount off list for the Euramco 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 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
Elkhart Brass	Waterflow Equipment	23% off MSRP	

2. **Discount Revised.** Due to the manufacture reducing the discount off list to distributors, Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product line:

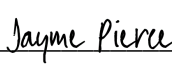
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product (s)	Discount Off List	Contract (Product) Category
Euramco	Fans, Ventilation Systems	0%	

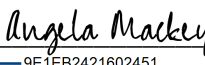
3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price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

 0B5CD2E162C44F4...
 BY: Jayme Pierce
 ITS: General Counsel
 Date August 29, 2023 | 10:06 AM PDT

L.N. CURTIS & SONS

DocuSigned by:

 9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service
 Date August 24, 2023 | 1:19 PM PDT

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:

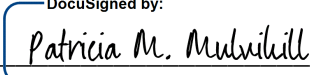
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

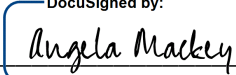
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price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

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

L.N. CURTIS & SONS

DocuSigned by:

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

Eleventh Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction

This Amendment to the Master Price Agreement is entered into this 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

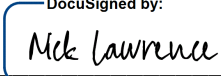
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price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

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:

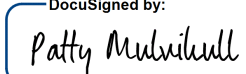
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
MSA	Thermal Imaging	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:

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

L.N. CURTIS & SONS

DocuSigned by:

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

Nineth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Updates to Attachment A

This Amendment to the Master Price Agreement is entered into this 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:

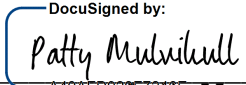
ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

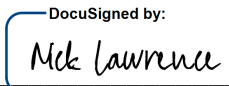
5. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price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

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

L.N. CURTIS & SONS

DocuSigned by:

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

Third Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Name Change and Product Discount Increase

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

RECITALS

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

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

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

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

LEAGUE OF OREGON CITIES

DocuSigned by:

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

L. N. Curtis and Sons

DocuSigned by:

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

Second Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Vendor Name Change

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

RECITALS

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

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

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

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

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

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

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

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

AMENDMENT TO MASTER PRICE AGREEMENT


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

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


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

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

LEAGUE OF OREGON CITIES

DocuSigned by:

 38C546F8869143E... Date 9/8/2020
 BY: Mike Cully
 ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

 105BA01D37894D8... Date 9/8/2020
 BY: Nick Lawrence
 ITS: Director, Special Programs

First Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 17 day of June, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about March 17, 2020 and by this reference incorporated herein; and

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

WHEREAS, Vendor wishes to remove duplicated products already listed on another Master Price Agreement with Purchaser; and

WHEREAS, Vendor included the Hurst extrication tools in its Proposal; and

WHEREAS, new Hurst extrication products have become available; and

WHEREAS, Vendor has provided notice, on or about June 4, 2020, to include new Hurst Tools at comparable pricing offered for existing Hurst tools on contract and to offer a greater discount for current manufacturers on contract; and

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

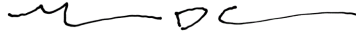
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount rate changes, one product addition, and two line deletions:

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

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 17, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

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


LEAGUE OF OREGON CITIES

DocuSigned by:

38C546F8869143E... Date 6/17/2020

BY: Mike Cully

ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

105BA01D37804D8... Date 6/17/2020

BY: Nick Lawrence

ITS: Director, Special Programs

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

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

RECITALS

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

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

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

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

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

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

ARTICLE 1 – CERTAIN DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – AGREEMENT TO SELL

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

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

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

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

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

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

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

2.6 Extension of contract terms to Participating Agencies:

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

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

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

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

ARTICLE 3 – TERM AND TERMINATION

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

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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

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

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

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

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

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

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

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

ARTICLE 5 – INSURANCE

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

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

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

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

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - INSPECTION AND REJECTION

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

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

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

ARTICLE 9 – SUBSTITUTIONS

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

ARTICLE 10 - COMPLIANCE WITH LAWS

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

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

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

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

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

ARTICLE 12 - RIGHT TO AUDIT

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - RELATIONSHIP OF PARTIES

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

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

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

If to Vendor:

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

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

ARTICLE 16 - FORCE MAJEURE

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

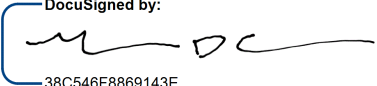
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

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:

Signature:  38C546F8869143F

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 3/18/2020

VENDOR:

Signature: 

Printed Name: Nick Lawrence

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

Dated: 17 March 2020

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

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

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

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

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Source Envelope:

Document Pages: 22

Signatures: 1

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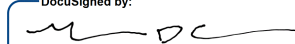
Signer Events

Mike Cully

mcully@orcities.org

Security Level: Email, Account Authentication
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Signature

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Agent Delivery Events

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Intermediary Delivery Events

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Security Checked

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Signing Complete

Security Checked

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Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure