

## **First Amendment to Master Price Agreement for School Safety and Security**

### **Replace Attachment A In Its Entirety**

This Amendment to the Master Price Agreement is entered into this 1<sup>st</sup> day of July 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and CACHE VALLEY ELECTRIC ("Vendor") based upon the sales and/or service of School Safety and Security.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS25300 on or about April 21, 2025 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update and replace in its entirety the pricing schedule in Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, the updated pricing schedule includes the addition of approximately 40 product lines; and

WHEREAS, Vendor has provided notice, on or about July 1, 2025, to update the pricing schedule in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Pricing Schedule Replaced in its Entirety.** Attachment A to the Master Price Agreement shall be amended and replaced in its entirety to reflect the following pricing schedule:

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

Access Control	Manufacturer	CVE Purchase	Offering from CVE to LOC Participating Agencies
	Amag	Direct	21% off MSRP
	Brivo	Direct	10% off MSRP
	Feenics	Direct	25% off MSRP
	Genetec	Direct	13% off MSRP
	Hirsch	Direct	23% off MSRP
	Kantech	Distributor	7% off MSRP
	Lenel	Direct	15% off MSRP
	Motorola Solutions/Avigilon/Alta	Direct	21% off MSRP
	ProDataKey	Distributor	22% off MSRP
	S2	Direct	15% off MSRP
	Softwarehouse	Direct	25% off MSRP
	Verkada	Direct	13% off MSRP
<b>Video VSS</b>			
	Eagle Eye	Direct	15% off MSRP
	Exacq	Distributor	10% off MSRP
	IDIS	Distributor	16% off MSRP
	Milestone	Distributor	15% off MSRP
	Salient	Direct	20% off MSRP
	Verkada	Direct	13% off MSRP
	Vicon	Distributor	15% off MSRP
	Vivotek	Distributor	15% off MSRP
<b>Cameras</b>			
	American Dynamics	Distributor	25% off MSRP
	Axis	Distributor	15% off MSRP
	Avigilon	Direct	20% off MSRP
	Hanwha	Distributor	25% off MSRP
	Pelco	Distributor	21% off MSRP
	Bosch	Distributor	12% off MSRP
	Verkada	Direct	13% off MSRP
<b>Intrusion</b>			
	Bosch	Direct	13% off MSRP
	DMP	Distributor	10% off MSRP
	Honeywell	Distributor	10% off MSRP
	Verkada	Direct	13% off MSRP

Mass Notification / Security Operations Center			
	Alertus	Direct	10% off MSRP
	APC	Distributor	15% off MSRP
	Audix	Direct	15% off MSRP
	AV Pro Edge	Direct	15% off MSRP
	Biamp	Direct	30% off MSRP
	Brightsign	Distributor	15% off MSRP
	Chief	Direct	30% off MSRP
	Crestron	Direct	30% off MSRP
	Crestron Flex	Direct	MAP
	Da-Lite	Direct	30% off MSRP
	Extron	Direct	20% off MSRP
	JBL	Direct	25% off MSRP
	LG	Distributor	MAP
	Lightspeed	Direct	10% off MSRP
	Listen Technologies	Direct	25% off MSRP
	Logitech	Distributor	MAP
	Lynx	Direct	25% off MSRP
	NEC	Distributor	MAP
	Netgear	Distributor	MAP
	QSC	Direct	30% off MSRP
	RDL	Direct	15% off MSRP
	Samsung	Distributor	MAP
	Sennheiser	Direct	15% off MSRP
	Shure	Direct	20% off MSRP
	Visionary Solutions	Direct	25% off MSRP
	Williams AV	Direct	25% off MSRP
	Xponse	Distributor	20% off MSRP
	Zenitel	Direct	10% off MSRP
<b>Weapons Detection</b>			
	Evolv	Direct	21% off MSRP
<b>Paging</b>			
	Atlas	Direct	17% off MSRP
	Valcom	Distributor	20% off MSRP
<b>Intercoms</b>			
	Aiphone	Distributor	10% off MSRP
	2N	Distributor	15% off MSRP
<b>Active Shooter</b>			
	RAVE-By Motorola Solutions	Direct	21% off MSRP
<b>Door Hardware</b>			
	Assa Abloy	Direct	15% off MSRP
	Schlage	Direct	15% off MSRP
<b>Radios/Public Response</b>			
	Motorola Solutions 2-Way Radios	Direct	15% off MSRP
<b>Cabling / Connectivity / Fiber Optics</b>			
	AFL	Distributor	15% off MSRP
	Belden	Distributor	15% off MSRP

	Chatsworth Products	Distributor	15% off MSRP
	Corning	Distributor	15% off MSRP
	Commscope	Distributor	15% off MSRP
	Legrand / Middle Atlantic	Distributor	15% off MSRP
	Leviton / BerkTek	Distributor	15% off MSRP
	OCC	Distributor	15% off MSRP
	Ortronics / Essex	Distributor	15% off MSRP
	Panduit	Distributor	15% off MSRP
	Windy City Wire	Direct	20% off MSRP

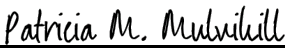
Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

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 may be updated from time to time. [A current list may be obtained from Vendor.]


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 April 21, 2025, 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:  
  
\_\_\_\_\_  
0BD4F25C35F54D0...  
Date July 3, 2025 | 7:33 AM PDT  
BY: Patricia M. Mulvihill  
ITS: Executive Director

CACHE VALLEY ELECTRIC

Signed by:  
  
\_\_\_\_\_  
1468B14B74CB460...  
Date July 2, 2025 | 10:19 AM PDT  
BY: Rob Fandrey  
ITS: VICE PRESIDENT

**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 Cache Valley Electric Co. ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain School Safety and Security, 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 School Safety and Security 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. 2498 for School Safety and Security; 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. 2498 (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, tribal, 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, tribal 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.

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, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25300, with NPPGov, pursuant to the terms of the RFP.

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

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

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

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



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

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

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

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

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

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

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

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

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

#### **ARTICLE 5 – INSURANCE**

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

**REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.**

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

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

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

**ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

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

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

#### **ARTICLE 7 – WARRANTIES**

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

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

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

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

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

#### **ARTICLE 9 – SUBSTITUTIONS**

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

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

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

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

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

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

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

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

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

## **ARTICLE 13 - REMEDIES**

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

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

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

## **ARTICLE 15 - NOTICES**

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

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200

Salem OR 97301  
ATTN: Kevin Toon  
Email: [rfp@ORCities.org](mailto:rfp@ORCities.org)

If to Vendor:

Cache Valley Electric  
12550 SW 68th Ave  
Tigard, OR 97223  
ATTN: Cheryl Koski  
Email: [Cheryl.koski@cve.com](mailto:Cheryl.koski@cve.com)

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

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

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

#### **ARTICLE 17 - WAIVER**

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

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

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

#### **ARTICLE 19 - SEVERABILITY**

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

the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

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

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

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

#### **ARTICLE 21 - HEADINGS**

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

#### **ARTICLE 22 - MODIFICATIONS**

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

#### **ARTICLE 23 - GOVERNING LAW**

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

[Signature page to follow]

**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:

Signed by:  
Signature: Patricia M. Mulvihill  
0BD4F25C35F54D0...  
Printed Name: Patricia M. Mulvihill  
Title: Executive Director  
LEAGUE OF OREGON CITIES  
Dated: April 21, 2025 | 10:55 AM PDT

VENDOR:

Signed by:  
Signature: Rob Fandrey  
1468B14B74CB460...  
Printed Name: Rob Fandrey  
Title: VICE PRESIDENT  
CACHE VALLEY ELECTRIC  
Dated: April 21, 2025 | 10:35 AM PDT

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

Access Control	Manufacturer	CVE-Discount-from-manufacturers-	CVE Purchase	Offering from CVE to LOC Participating Agencies
	Genetec		Direct	13% off MSRP
	Amag		Direct	21% off MSRP
	Motorola Solutions/Avigilon/Alta		Direct	21% off MSRP
	Lenel		Direct	15% off MSRP
	Verkada		Direct	13% off MSRP
	Feenix		Direct	25% off MSRP
	Hirsch		Direct	23% off MSRP
	ProDataKey		Distributor	22% off MSRP
	Softwarehouse		Direct	25% off MSRP
	S2		Direct	15% off MSRP
	Kantech		Distributor	7% off MSRP
	Brivo		Direct	10% off MSRP
<b>Video VSS</b>				
	Milestone		Distributor	15% off MSRP
	Salient		Direct	20% off MSRP
	Verkada		Direct	13% off MSRP
	Exacq		Distributor	10% off MSRP
	IDIS		Distributor	16% off MSRP
	Eagle Eye		Direct	15% off MSRP
<b>Cameras</b>				
	Axis		Distributor	15% off MSRP
	Avigilon		Direct	20% off MSRP
	Hanwha		Distributor	25% off MSRP
	Pelco		Distributor	21% off MSRP
	Bosch		Distribution	12% off MSRP
	Verkada		Direct	13% off MSRP
<b>Intrusion</b>				
	Bosch		Direct	13% off MSRP
	Honeywell		Distribution	10% off MSRP
	DMP		Distribution	10% off MSRP
	Verkada		Direct	13% off MSRP
<b>Weapons Detection</b>				
	Evolv		Direct	21% off MSRP
<b>Mass Notification</b>				
	Alertus		Direct	10% off MSRP
	Zenitel		Direct	10% off MSRP
<b>Paging</b>				
	Valcom		Distributer	20% off MSRP
	Atlas		Direct	17% off MSRP
<b>Intercoms</b>				
	Aiphone		Distributer	10% off MSRP
	2N		Distributer	15% off MSRP
<b>Active Shooter</b>				
	RAVE-By Motorola Solutions		Direct	21% off MSRP
<b>Door Hardware</b>				
	Schlage		Direct	15% off MSRP
	Assa Abloy		Direct	15% off MSRP



<b>Radios/Public Response</b>				
	Motorloa Solutions 2-Way Radios		Direct	15% off MSRP
<b>Cabling</b>				
	Windy City Wire		Direct	20% off MSRP

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 may be updated from time to time. [A current list may be obtained from Vendor.]

**ATTACHMENT B**

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

**ADDITIONAL SELLER WARRANTIES**

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

**ATTACHMENT C**

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

**PARTICIPATING AGENCIES**

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

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

**ATTACHMENT D**

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

**Vendor's Proposal**

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

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

**ATTACHMENT E**

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

**Purchaser's Request for Proposal**

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

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

**ATTACHMENT F**

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

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

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Project: **Template Security**

## Scope of Work

### Included (+)

1. All work to be done during normal business hours.

### Excluded (-)

1. All Access Control Physical Devices are existing for door hardware.

## Notes

## GENERAL TERMS AND CONDITIONS:

- A. Material Limited Manufacture Warranty.** If applicable to the project specifications, all equipment, materials, parts, components, and peripheral equipment ("Equipment"), described in the Scope of Work and supplied and/or installed by Cache Valley pursuant to the attached Agreement, are warranted to be free of defects under normal use for the period of the manufacturer's written warranty. All assignable manufacturer's warranties applicable to such equipment will be assigned to the client upon installation. Any extended warranty available from the manufacturer of such equipment may be made available to the client. All equipment warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the equipment.
- B. Limited Warranty.** All labor and/or services ("Labor"), provided by Cache Valley as described in the Scope of Work and provided pursuant to the attached Agreement, is warranted to be performed in a competent and professional manner, and to be free of defects under normal use for one (1) year from the date such labor is provided.
1. Repair or Replace. Except as otherwise provided in the Manufacturer's written warranties, within the Limited Warranty periods set forth above, as to any defects in Equipment and/or Labor installed or supplied by Cache Valley pursuant to the attached Agreement, the extent of Cache Valley's liability is limited to the repair and/or the replacement of such Equipment with a similar item, free from the defects in question, or the re-performance of such services without such defects.
  2. No Consequential Damages. In no event shall Cache Valley be liable for any incidental or consequential damages arising from or related to any alleged defect in the Equipment and/or Labor.

Cache Valley shall have no responsibility for, nor any other liability or warranty for, defects, damages or delays caused by the actions or inactions of persons or entities not affiliated with Cache Valley, or caused by, or attributable to any reason beyond Cache Valley's reasonable control.

3. **No Other Warranties.** The Limited Warranties provided herein are exclusive of, in lieu of, and Client hereby waives, any and all other warranties, guaranties, remedies, or liabilities, express or implied, arising by law or otherwise, including, without limitation, any warranty of merchantability, or fitness for a particular use. This Limited Warranty is only effective upon Client's payment in full of all sums due to Cache Valley pursuant to the attached Agreement. This Limited Warranty cannot be extended, altered, or voided, except by a written agreement signed by an authorized officer of Cache Valley and Client.
4. **Limitation of Actions.** Cache Valley shall be relieved of all obligations and liability under this Limited Warranty if Client fails to report the defect, in writing, to Cache Valley within twenty (20) days after such defect becomes reasonably apparent. No action, including, without limitation, contract and/or tort actions, relating to the Equipment and/or Labor supplied and/or performed by Cache Valley, may be brought by the Client more than one (1) year after the cause of action for same accrues.

**C. Payment Terms.** Unless otherwise specified in the attached Agreement, payment of all amounts due Cache Valley are due when each invoice is rendered. Invoices remaining unpaid after thirty (30) days from the date of the invoice shall bear interest at the rate of one and one-half percent (1.5%) per month. Cache Valley reserves the right to suspend all work if Client's account becomes materially past due. By executing the attached Agreement, Client also agrees to pay ALL costs incurred by Cache Valley to collect the amounts due Cache Valley, including but not limited to: legal fees, costs, in-house attorney costs and fees, collection service costs, etc.

**D. Creation of Lien.** It is expressly understood and agreed by Client that a mechanic's lien in favor of Cache Valley shall be created against the property where the Equipment and/or Labor are installed or provided. Said lien shall take effect immediately upon the installation of such Equipment and/or Labor. Cache Valley agrees that said lien will not be recorded or foreclosed unless Client fails to timely pay for the Labor and Equipment furnished by Cache Valley.

**E. Condition of Premises.** Client shall bear full responsibility for the condition of the building and premises in which said Labor and/or Equipment is to be installed. Client shall make any and all alterations or repairs to said building or premises that are reasonably necessary to accommodate such installation, and shall provide reasonable and adequate access to said premises.

**F. No Hire Policy.** During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement, or the completion of the project, whichever is later, the Client agrees that it will not, either directly or indirectly, hire, employ, retain, offer to employ, or solicit the employment of, any individual that was employed by Cache Valley during the term of this Agreement, nor will Client attempt to do any of the foregoing. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Cache Valley as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Cache Valley an amount equal to 50 % of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Cache Valley.

**G. Non-Assignability.** The rights and duties of Client and Cache Valley cannot be assigned by either party, without the advance written consent of the remaining party to the attached Agreement, which consent shall not be unreasonably withheld. **H. Governing Law.** This Limited Warranty and the attached Agreement shall be governed by and construed in accordance with the laws of the state where such Equipment and/or Labor are supplied by Cache Valley.

**H. Offer and Acceptance.** The Quote constitutes an offer and may be accepted by executing the authorization in the space provided on the face of the Quote, thereby creating a binding contract. The customer may also accept the offer by issuing a Purchase Order to CVE. By doing so, however, these Terms & Conditions are deemed by customer and shall control the relationship, regardless of the conflicting or different terms and conditions that may accompany the purchase order.

**I. Services Performed.** All services performed hereunder by CVE shall be performed by competent, licensed individuals and shall be of high quality and consistent with or above industry standards. The services shall



be performed on a timely basis and proper management and superintendence shall be in place at all times during the course of performance.

- J. **Insurance.** CVE carries Worker's Compensation insurance at required statutory limits; General Liability coverage at \$2 million per occurrence, \$4 million aggregate; Business Auto coverage at \$2 million combined single limit; Professional Liability at \$10 million single limit and Excess Liability at \$25 million. In addition, CVE carries Builder's Risk coverage naming customer as an additional insured, with the risk of loss passing when the materials are installed and CVE has been paid.
- K. **Fee & Costs.** In the event of a dispute or the institution of any collection proceedings to enforce the terms of this contract, prevailing party shall be entitled to collect its fees and costs from the other party, including attorney's fees.
- L. **Governing Law.** This Limited Warranty and the attached Agreement shall be governed by and construed in accordance with the laws of the state where such Equipment and/or Labor are supplied by Cache Valley.
- M. **Integration.** Notwithstanding any other End User, License or Rental Agreements, the Quote, these Terms & Conditions and any purchase order accepting the Quote shall constitute the entire agreement of the parties, shall supersede any and all prior discussions, draft or representations and shall constitute the final agreement of the parties. Such final agreement may only be modified by a subsequent writing, signed by both parties.
- N. **Confidentiality.** The business terms stated herein are confidential and are strictly for the use and benefit of CVE and the immediate recipient of the Quote. Under no circumstances are these terms to be "shopped" or otherwise released to or communicated to other contractors or subcontractors without the express written consent of CVE.

Summary

Subtotal \$0.00

\$0.00

Accepted By

Date

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