

First Amendment to Master Price Agreement for LEASING SERVICES FOR GOVERNMENT

This Amendment to the Master Price Agreement is entered into this 5th day of December 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and UNIFIED FLEET SERVICES ("Vendor") based upon the sales and/or service of Leasing Services for Government.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS25890 on or about November 6, 2025 (the "Agreement"), pursuant to which Vendor agreed to provide Leasing Services for Government as described therein, incorporating by reference Request for Proposal No. 2545 ("RFP") and Vendor's Proposal in response thereto ("Vendor's Proposal"); and

WHEREAS, the Agreement includes Attachments A through G, with Attachment A setting forth the pricing schedule based on Option B as proposed in Vendor's Proposal; and

WHEREAS, Vendor intended to provide two pricing options (Option A and Option B) in its Proposal, but inadvertently omitted the detailed pricing schedule for Option A; and

WHEREAS, the full Option A pricing schedule has now been provided and both Purchaser and Vendor agree that incorporating both Option A and Option B will provide greater flexibility and value to Participating Agencies; and

WHEREAS, Vendor's Proposal includes Attachment B – Proposer Profile Workbook, containing detailed responses in Sections 3.2 (Shipping and Delivery Policy) and 7.1 (Delivery and Freight Charges), which Purchaser and Vendor agree should be explicitly incorporated into the Agreement as binding terms to clarify shipping, delivery, and related policies; and

WHEREAS, Purchaser and Vendor desire to amend the Agreement to (i) include both pricing options, (ii) incorporate Sections 3.2 and 7.1 from Vendor's Proposal Attachment B into the Agreement, and (iii) make such other conforming changes as necessary, all without otherwise modifying the terms of the Agreement;

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

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Addition of Option A Pricing Schedule.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of Option A Rates and Fees. The original pricing schedule in Attachment A (Option B) and Option A Rates and Fees shall both be available under the Agreement. Attachment A shall be amended in part to reflect the addition of the following language:

Option A Rates and Fees

Item	Vendor Response
Discount Summary	
Summary of discounts available to participating members.	Historical average 25% discount off MSRP for majority of domestic ordered vehicles. Discounts vary by OEM. 2025 Model Year average discount of 15.5% off MSRP. Volume discounts available based on per order basis. Examples include: 13.87% off of 2025 Chevrolet 3500, 12.20% off of 2025 F-150 XLT, and 1.15% off 2025 Bronco Sport
Order & Fulfilment Discount	
Factory Order Pricing	Client's preference of any of the following: (A) Existing cooperative contract price, (B) Local State Bid Published price, or (C) Manufacturer Published Invoice Less Applicable Incentives, plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicle Pricing	Acquisition Cost Less (-) Applicable Incentives, subject to dealer availability. Applies to all Dealer stock vehicles
Delivery	Additional transportation & delivery at actual cost plus (+) 10%
Interest Rate	SWAP rate corresponding to term (+) corresponding additional basis points (see rate schedule).
Contract Fees	
Termination Fee	None
Early Termination Fee	There are no termination fees. In the event that a vehicle lease is terminated the member is only responsible for the remaining lease balance.
Lease Termination Fee	No Lease Termination Fee.
Management Fee	No Management fees.
Taxes & Incentives	
Taxes	Any applicable taxes will be passed to the end user, in order to receive eligible exemptions the member will need to provide the applicable tax exemption certificates to apply its exempt status for leased vehicles as well as products and services.
Tax Rate	Member designates location for registration and delivery. Designated location used for sales tax calculation where applicable.
Federal Tax Incentives	We will assign federal tax incentives as permissible by the IRS to the Member, but they cannot be taken as a capitalized cost reduction. Incentive determination wholly member's responsibility.
State Tax Incentives	We will assign state tax incentives as permissible to the Member, but they cannot be taken as a capitalized cost reduction. Incentive determination wholly member's responsibility.
Manufacturer Incentives	All discounts & incentives passed on to member as permissible by OEM.
Additional Services	
Aftermarket Equipment	UFS coordinates client's preferred aftermarket equipment installation, scheduling and resale. The equipment is added 100% to the capitalized amount of the lease (or prepaid by customer, at their discretion). UFS volume discount is passed on 100% to end user.
Aftermarket Service Fee	None
End of lease remarketing Fee	\$0 fee if the vehicle being sold is under a current lease with UFS and the proceeds of the vehicle are applied towards future leased vehicle.
Non-lease remarketing Fee	\$500 or 10% whichever is greater if the vehicle sold is not under lease with UFS.
Registration Fees:	All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee

2. **Addition of Shipping and Delivery Policy.** Attachment A to the Master Price Agreement shall be amended in part to include Vendor's shipping and delivery terms and pricing according to the responses from Section 3.2 and Section 7.1 of Attachment B – Proposer Profile Workbook in Vendor's Proposal. Attachment A shall be amended in part to reflect the addition of the following language:

Vehicles are typically shipped to the nearest local dealer to avoid shipping costs. In the event vehicles ordered are not available locally Unified will bring in vehicles from out of the area. In this scenario, we coordinate transportation through a trusted network of third-party carriers. Shipping is typically the customer's responsibility unless otherwise arranged (e.g., pickup from a local dealer). If transport needs are known at the quoting stage, UFS can provide an estimate for inclusion. Otherwise, we confirm pricing with the customer before scheduling and invoice accordingly, with a 10% coordination fee added. Customers may also opt to arrange their own transport. Based on the availability of vehicles and equipment, delivery generally occurs within a few days of the it becoming available from the manufacturer, and typically no later than one week. In the event of a defective vehicle Unified coordinates with the manufacturer and the customer. Most issues are managed through the manufacturer's warranty.

Unified Fleet Services (UFS) utilizes manufacturer's drop shipping options to deliver units to clients at the nearest possible dealer. When shipping is required we have services for that as well. UFS does not maintain a fixed shipping rate schedule. Instead, shipping costs are calculated on a case-by-case basis based on the specifics of each order, including:

Vehicle or equipment size and weight
Quantity of units
Distance and delivery location (e.g., metro vs. rural)
Accessibility or special handling requirements
Timing or urgency of delivery

For all orders within the continental United States, UFS will provide a shipping estimate during the quoting process when transport needs are known. If shipping is not initially requested, UFS will confirm delivery requirements and costs with the customer before scheduling transportation.

Standard Shipping Terms:

Shipping costs are typically the customer's responsibility, unless otherwise arranged and agreed upon in writing.

UFS charges a 10% coordination fee on top of any actual third-party transport cost when UFS manages the delivery on behalf of the agency.

Agencies may also opt to arrange their own transportation and take delivery from the dealership, upfitter, or holding location.

All shipments are FOB Destination, unless otherwise specified and agreed upon.

Alaska and Hawaii:

At this time, UFS does not have active operations in Alaska or Hawaii but can evaluate delivery feasibility on a case-by-case basis. Additional delivery time and third-party logistical costs will apply, and customers will be notified of all charges prior to order acceptance.

Exceptions:

There are no fixed-rate shipping schedules or flat-rate assumptions. Each quote will include specific delivery pricing where applicable, with full transparency and pre-approval from the customer before any transportation is arranged.

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 November 6, 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:

 Patricia M. Mulvihill

Date December 5, 2025 | 5:10 PM PST

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BY: Patricia M. Mulvihill

ITS: Executive Director

UNIFIED FLEET SERVICES

DocuSigned by:

Date December 10, 2025 | 12:00 PM MST

D624BCEF1454494...

BY: Mike Scott

ITS: CEO

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 Unified Fleet Services, LLC ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Leasing Services for Government, 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 Leasing Services for Government 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. 2545 for Leasing Services for Government; 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-G attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2545 (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;

Vendor's list of Exceptions to NPPGov's Vendor Administration Agreement do not concern Purchaser and will be negotiated in that separate Agreement and are thus **rejected** herein.

2.6 Extension of contract terms to Participating Agencies:

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

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

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25890, 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. Any financing of general equipment in which Vendor provides funds for Agency to utilize and purchase such items is solely the obligation of the Oregon Public Agencies.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("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, when available from suppliers, 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 E) 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 G, 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 voluntary 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, E, and G 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 or accepted by Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery or acceptance by Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination. Purchaser's Destination may include but not be limited to (i) specified vehicle or equipment dealer (ii) Purchaser's specified or contracted upfit or modification shop (iii) Purchaser's own yard or (iv) acquisition location of sourced out of stock equipment. Conflict between this agreement and state local title and registration requirements and or Lease Purchase Agreement title and registration obligations shall supersede this section.

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 vendors 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 72 business hours' notice after the expiration date of in-force policies and upon signing of this contract. 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 where available by endorsement.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

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 Lead Contracting Agency agrees that it shall indemnify, defend and hold harmless Vendor 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 Lead Contracting Agency in this Agreement, (ii) any failure by Lead Contracting Agency to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Lead Contracting Agency, any subcontractor of Lead Contracting Agency, or any of their respective employees or agents, (iv) any failure of Lead Contracting Agency, 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 Lead Contracting Agency under this Agreement or Lead Contracting Agency's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Contract, cooperative agreement 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, Vendor 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 Lead Contracting Agency under this Article shall survive the expiration or termination of this Agreement for two years.

6.3 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.

6.4 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 five days after delivery to the Purchaser's Destination. Products not inspected within a five days 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. All inspection, travel and any other costs Purchaser may incur are Purchaser's own responsibility completely. Should Purchaser approve Vendor to schedule and coordinate transportation or delivery to any upfit, installation or other vendor such equipment shall be deemed inspected and approved at that time.

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 or Lease Purchase Agreement, as its exclusive remedy, Purchaser may at its option exercise its rights under the applicable manufacturer warranty policy.

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.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

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. Such audit will be permitted annually.

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

If to Vendor:

UNIFIED FLEET SERVICES
3038 Specialty Cir
South Salt Lake, UT
ATTN: Mike Scott
jms@unifiedfleetservices.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 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order

sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - 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 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 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.

21.2 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 22 - 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 23 - 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. As between Vendor and any Participating Agency, this MPA controls. The VAA governs only between Vendor and NPPGov.

ARTICLE 24 - 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 25 - 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:

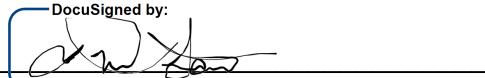
Signed by:
Signature: 
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: November 6, 2025 | 1:37 PM PST

VENDOR:

DocuSigned by:
Signature: 
D624BCEF1454494...

Printed Name: Mike Scott

Title: CEO
UNIFIED FLEET SERVICES

Dated: November 6, 2025 | 2:35 PM MST

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

DESCRIPTION	Basis Points Moody's "AAA" thru "A" Rated Lessee	Basis Points Moody's "B" Rated Lessee	Basis Points Non-rated Credit Lessee	Non-Profits & Other Entities (Taxable)	LOC (Fee)	
					Basis Points - \$1 Buyout	Basis Points - Ballon
1-Year Install. Plan						
\$50,000 to \$249,000	*	*	*	*	*	*
\$250,000 to \$499,000	*	*	*	*	*	*
\$500,000 to \$999,000	*	*	*	*	*	*
\$1,000,000 and over	*	*	*	*	*	*
2-Year Install. Plan						
\$50,000 to \$249,000	+240	+250	+250	+525	+196	+118
\$250,000 to \$499,000	+230	+240	+240	+500	+196	+118
\$500,000 to \$999,000	+230	+240	+240	+500	+196	+118
\$1,000,000 and over	+230	+240	+240	+500	+196	+118
3-Year Install. Plan						
\$50,000 to \$249,000	+240	+250	+250	+525	+134	+80
\$250,000 to \$499,000	+230	+240	+240	+500	+134	+80
\$500,000 to \$999,000	+230	+240	+240	+500	+134	+80
\$1,000,000 and over	+230	+240	+240	+500	+134	+80
4-Year Install. Plan						
\$50,000 to \$249,000	+240	+250	+250	+525	+102	+61
\$250,000 to \$499,000	+230	+240	+240	+500	+102	+61
\$500,000 to \$999,000	+230	+240	+240	+500	+102	+61
\$1,000,000 and over	+230	+240	+240	+500	+102	+61
5-Year Install. Plan						
\$50,000 to \$249,000	+240	+250	+250	+525	+82	+49
\$250,000 to \$499,000	+230	+240	+240	+500	+82	+49
\$500,000 to \$999,000	+230	+240	+240	+500	+82	+49
\$1,000,000 and over	+230	+240	+240	+500	+82	+49
6-Year Install. Plan						
\$50,000 to \$249,000	+240	+250	+250	+525	+69	+41
\$250,000 to \$499,000	+230	+240	+240	+500	+69	+41

\$500,000 to \$999,000	+230	+240	+240	+500	+69	+41
\$1,000,000 and over	+230	+240	+240	+500	+69	+41
7-Year Install. Plan						
\$50,000 to \$249,000	+250	+250	+260	+540	+60	+36
\$250,000 to \$499,000	+240	+250	+250	+525	+60	+36
\$500,000 to \$999,000	+240	+250	+250	+525	+60	+36
\$1,000,000 and over	+240	+250	+250	+525	+60	+36
8-Year Install. Plan						
\$50,000 to \$249,000	+250	+250	+260	+540	+53	+32
\$250,000 to \$499,000	+240	+250	+250	+525	+53	+32
\$500,000 to \$999,000	+240	+250	+250	+525	+53	+32
\$1,000,000 and over	+240	+250	+250	+525	+53	+32
9-Year Install. Plan						
\$50,000 to \$249,000	+250	+250	+260	+540	+48	+29
\$250,000 to \$499,000	+240	+250	+250	+525	+48	+29
\$500,000 to \$999,000	+240	+250	+250	+525	+48	+29
\$1,000,000 and over	+240	+250	+250	+525	+48	+29
10-Year Install. Plan						
\$50,000 to \$249,000	+250	+250	+260	+540	+43	+26
\$250,000 to \$499,000	+240	+250	+250	+525	+43	+26
\$500,000 to \$999,000	+240	+250	+250	+525	+43	+26
\$1,000,000 and over	+240	+250	+250	+525	+43	+26
12-Year Install. Plan						
\$50,000 to \$249,000	**	**	**	**	**	**
\$250,000 to \$499,000	+260	+270	+270	+545	+37	+22
\$500,000 to \$999,000	+260	+270	+270	+545	+37	+22
\$1,000,000 and over	+260	+270	+270	+545	+37	+22
15-Year Install. Plan						
\$50,000 to \$249,000	**	**	**	**	**	**
\$250,000 to \$499,000	+260	+270	+270	+545	+30	+18
\$500,000 to \$999,000	+260	+270	+270	+545	+30	+18
\$1,000,000 and over	+260	+270	+270	+545	+30	+18

* Term not offered, however, for Under Cover or equipment that does not work and needs to be replaced (e.g. burned surveillance unit) collateral may be swapped. UFS offers a short-term rental program for additional UC/Surveillance/Task Force equipment with a 48 hour replacement program.

** Term not offered; however sequential leases available. E.G. First lease of 10 year with balloon and a second lease of 5 year for a total of 15 years.

*** Rates reflect Hard Assets (Vehicles, machinery, modular buildings, aircraft, drones, etc.). Soft Assets (Technology, medical, energy, furniture, and other misc. equipment) increase rate by +10 basis points for terms 2-6 Years, and +15 basis points for longer terms. Vehicle outfit (lights, sirens, prisoner transport) considered hard assets and included with vehicle lease.

**** All rates assume applicable government and municipal pricing is deemed Bank Qualified according to Internal Revenue Services (IRS) standards. Any changes to IRS rules or Purchaser failure to comply with program requirements will negate this discount provided by the IRS. Check with bond counsel to ensure no issues exist. Any future changes to IRS rules and regulations may result in increased costs as indicated in Exhibit F.

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, 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.

REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS**Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds**

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding \$2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency.

Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding \$100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding \$150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to "federal" denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to "federal" are specific to the United States federal government.

ATTACHMENT E

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 F

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 G**to Master Price Agreement by and between VENDOR and PURCHASER.****ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.****Standard Terms & Conditions of Proposal**

This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.

OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.

Client-Owned Equity: UFS leases are structured so that the client retains 100 % ownership from the start and retains 100% of the equity proceeds from sale. Vehicles are sold through high-efficiency channels to maximize value.

Profit Return: All net proceeds from vehicle sales, after applicable closing costs, are returned to the client. This differs from traditional fleet services that retain resale profits. Proceeds may be returned as a check to the client, credit on account or applied to existing lease principal balance.

Early Termination: Clients may exit early simply by paying the stated payoff amount on the lease. No additional administrative fees apply. Traditional rule of 78s does not apply.

Liquidation Fees: The greater of \$500 or 10% of the vehicle's sales value — will apply to cover resale costs. Liquidation fees apply if Unified liquidates the equipment and it is NOT replaced with new leased vehicles or equipment or if existing surplus equipment is liquidated by Unified.

Renewal Options: Clients may renew, purchase the vehicle, or initiate a replacement lease. UFS can advise on the best timing based on projected equity and market trends.

Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed.

This transaction must be credit approved, all documents properly executed and returned to Unified Fleet Services, LLC and their assignees, financial partners and related and the transaction funded on ALL proposals within 30 days of this proposal. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Unified Fleet Services, LLC and their assignees and partners reserves the right to adjust the Interest Rate quoted above.

This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.

Procurement and Liquidation Agent Agreement

This Procurement and Liquidation Agent Agreement (this “Agreement”), dated as of the date it is fully executed by the Parties (the “Effective Date”), is entered into by and between Unified Fleet Services, LLC, a Utah limited liability company (“UFS”), and the _____, a political subdivision of the State of _____ (“Client”, and together with UFS, the “Parties”, and each, a “Party”), in coordination with “Partner Banks” (including financial partners introduced by UFS now or in the future).

WHEREAS, UFS is in the business of sourcing and procuring vehicles and equipment for municipalities under a limited power of attorney on behalf of the Client; and

WHEREAS, the Client is a municipality that is currently or will be leasing vehicles from Partner Banks that were sourced and procured by UFS acting as an agent for Partner Banks; and

WHEREAS, the Client desires UFS to sell and liquidate certain leased vehicles that have reached lease maturity, and UFS is willing to assist the Client with liquidating its leased vehicles, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UFS and the Client agree as follows:

1. Appointment The Client hereby appoints and engages UFS, and UFS hereby accepts such appointment and engagement, to liquidate the leased vehicles identified in the Partner Banks' lease schedules (the “Vehicles”). Any additional vehicles that the Client desires UFS to liquidate shall be evidenced by a schedule identifying the vehicles, and such transactions shall be governed by this Agreement.
2. Authorization The Client authorizes UFS to access its lease information with Partner Banks, including contract numbers, payment status, and lease payoff amounts. The Client further authorizes UFS to facilitate lease and lien payoffs for vehicles liquidated by UFS.
3. Limited Power of Attorney The Client appoints UFS as its true and lawful attorney-in-fact as more fully outlined in Exhibit 1 at the end of this document. UFS authority as attorney-in-fact is predicated upon adherence to all other terms outlined in this agreement.
4. Liquidation At the Client’s written request, UFS shall act as the Client’s agent in selling the Vehicles. The Client shall provide UFS with a power of attorney in the form required by UFS for the sale of the Vehicles and the collection of proceeds to pay off the Client’s lease balance for the Vehicles. UFS does not guarantee or represent the future sales price of the Vehicles, as market conditions may rapidly change.

The Client authorizes UFS to sell the Vehicles at or above the Client's designated minimum sale price. If a Vehicle fails to sell at the designated minimum sale price, UFS may sell the Vehicle at the prevailing market price, subject to the Client's approval of the final sales price prior to accepting a purchaser's offer.

UFS will provide the Client with an itemized invoice detailing:

1. The Vehicle's sales price;
2. Related selling fees;
3. Costs of repairs, detailing, and deferred maintenance; and
4. The total lease payoff amount.

UFS shall coordinate with Partner Banks and/or existing financial arrangements of the Client to ensure that payment proceeds are applied to the balance due on the related financing or leasing contracts. UFS makes no representations or commitments regarding the accuracy of payoff amounts for non-Partner Banks.

5. Fees and Expenses In consideration of the services provided by UFS, the Client shall pay UFS a liquidation fee ("Liquidation Fee") determined by UFS for each Vehicle liquidated.

Unless otherwise specified in a signed writing, the Liquidation Fee shall be:

- The greater of \$500 or 10% per Vehicle surplussed on behalf of the entity;
- Up to \$500 per Vehicle replaced by a newly leased vehicle with UFS acting as the agent;
or
- \$2,000 per Vehicle not being replaced by a newly leased vehicle with UFS acting as the agent.

The Liquidation Fee shall be payable within thirty (30) days of the sale or deducted from the sales price of the equipment. Late payments shall bear interest at a rate of 6% per month. The Client shall reimburse UFS for all costs incurred in collecting late payments, including attorneys' fees.

6. Procurement The Client authorizes UFS to utilize any available government discounts in procuring, ordering, and purchasing units to be leased to the Client. As directed by the Client, UFS is authorized to place orders on behalf of the Client to secure vehicle or equipment allocations to the best of UFS' ability. UFS makes no representation or guarantee regarding the availability or pricing of units for the Client. UFS is prohibited from ordering or purchasing units under the Client's name for any purpose other than for the Client's benefit.

7. Term This Agreement shall commence on the Effective Date and shall remain in effect for three (3) years, with automatic one-year renewals unless terminated by either Party. Either Party may terminate this Agreement by providing written notice to the other Party.

8. Entire Agreement This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings, whether written or oral.

9. Amendments No amendment or modification of this Agreement shall be effective unless in writing and signed by both Parties.

10. Relationship of the Parties The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall create any agency, partnership, joint venture, or fiduciary relationship between the Parties, and neither Party shall have the authority to bind or obligate the other Party.

11. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of _____, United States of America, without regard to its conflict of laws principles.

12. Jurisdiction and Venue Each Party agrees the agreement shall be administered and interpreted under the laws of the State of _____ and any action brought hereunder shall be brought in the Superior Court in and for the County of _____. Notwithstanding the foregoing, nothing in this Agreement waives either party's right under California Code of Civil Procedure § 394 (or successor statute) to seek transfer to a neutral county or to request assignment of a disinterested judge

13. Counterparts This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signed copy delivered electronically shall have the same legal effect as delivery of an original signed copy.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

Client

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form:

By: _____
Name: _____
CLIENT COUNSEL
Date: _____

Unified Fleet Services, LLC

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 1 - Limited Power of Attorney

The Client appoints UFS as its true and lawful attorney-in-fact to purchase, register, and subsequently sell vehicles and equipment as requested and authorized by the Client in writing. The powers granted to UFS by the Client include the purchase or sale of vehicles or equipment, execution of bills of sale, negotiating price, endorsing, transferring, or applying for a California Certificate of Title and registration, submitting and/or signing DMV forms including Application for Title/Reg. (Reg 343/397), Notice of Transfer and Release of Liability and tax / fee statements, requesting and making payoff on client vehicles or equipment, and any other related responsibilities. The rights, powers, and authorities of said attorney-in-fact granted in this Agreement shall commence and be in full force and effect as of the date this Agreement is fully executed, and such rights, powers, and authorities shall remain in full force and effect thereafter until termination of this Agreement.

Client

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____

Name: _____

CLIENT COUNSEL

Date: _____

Date: _____

State of _____
County of _____)

On _____, 20____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Notary Public