

Amendment to Fire Turnouts and Fire Related Equipment Master Purchase Agreement

Pricing Adjustment

This Amendment to the Master Purchase Agreement is entered into this 25 day of February, 2014 by the SOUTH DAVIS METRO FIRE AGENCY ("Purchaser") and L.N. CURTIS & SONS ("Supplier") based upon the sales and/or service of Fire Turnouts and Fire Related Equipment.

RECITALS

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about September 20, 2013 and by this reference incorporated herein; and

WHEREAS, Article 4.6 of the Master Purchase Agreement provides for price reductions and/or discount increases; and

WHEREAS, Purchaser's original response necessitated a "TBD" for Honeywell Safety Products - "SCBA, parts and accessories" and Drager Safety Inc. - "SCBA, parts and accessories" pricing due to manufacturer certification delays; and

WHEREAS, Purchaser and Supplier desire that the Master Purchase Agreement shall be amended in part to reflect the now available pricing/discount for Honeywell Safety Products - "SCBA, parts and accessories" and Drager Safety Inc. - "SCBA, parts and accessories";

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

AMENDMENT TO MASTER PURCHASE AGREEMENT

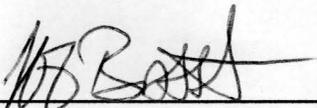
1. Attachment A to the Master Purchase Agreement shall be amended in part to reflect the following new pricing discount:

Drager; "Fire Service Promotional Pricing"; SCBA per NFPA 1981/1982, 2013 edition; 5% Discount from Promotional Pricing; call L.N. Curtis & sons for delivery information;
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about September 20, 2013 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said

Master Purchase Agreement in its entirety along with the modifications identified herein.

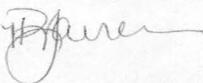
IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

SOUTH DAVIS METRO FIRE AGENCY:



BY: _____ Date 2-25-14
ITS:

| L.N. CURTIS & SONS:



BY: Nick Lawrence;
Director, Special Programs Date: February 7, 2014
ITS:

Fire Turnouts and Fire Related Equipment
MASTER PURCHASE AGREEMENT

This Master Purchase Agreement dated the last day of signature (effective date) is by and between the South Davis Metro Fire Agency (“Purchaser”) and L.N. Curtis & Sons (“Supplier”).

RECITALS

WHEREAS, the Supplier is in the business of selling certain Fire Turnouts and Fire Related Equipment and related products and services, as further described herein; and

WHEREAS, the Supplier 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, the Supplier desires to extend the terms of this Master Purchase Agreement to members of National Purchasing Partners, LLC.

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

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Parties” shall mean the Purchaser and Supplier.

1.2 “Agreement” shall mean to this Master Purchase 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 RFP No. 2013-1 (herein “RFP”) and Supplier’s Proposal submitted in response to the RFP (herein “Supplier’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.3 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers’ compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.

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

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

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

1.7 "Purchase Order" shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Supplier may from time to time agree. Each Purchase Order will specify the following items: National Purchasing Partners contract number, specific Products requested (by id number), unit price per Product, quantity, delivery schedule, destination (with contact/recipient), and total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement on the face of each Purchase Order. Should any Purchase Order not conform to or satisfy the terms of this Agreement, Supplier shall have five (5) business days after receipt to reject the Purchase Order. By not rejecting the Purchase Order within five (5) business days, Supplier will have accepted the Purchase Order. Acceptance by Supplier is limited to the provisions proposed by Supplier or Purchaser shall apply. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.8 "Unemployment Insurance" shall mean the contribution required of Supplier, 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.

1.9 "National Purchasing Partners" is a subsidiary of two nonprofit health care systems and provides group purchasing marketing and administrative support for governmental entities within the membership. National Purchasing Partners' membership includes participating public entities across North America.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners that Supplier for which Supplier has agreed to extend the terms of this Master Purchase Agreement pursuant to Article 2.5 and Attachment C herein.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Supplier hereby agrees to sell to Purchaser such Products 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 ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Supplier 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. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Supplier, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Supplier's standard printed terms and conditions, on Supplier's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have no obligation to order or purchase any Products hereunder and the placement of any Purchase Order shall be in the sole discretion of Purchaser. Without limiting the generality of the foregoing, the actual quantity of Products to be purchased hereunder shall be determined by Purchaser in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, products which are identical or similar to the Products described in this Agreement from any third party.

2.4 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) Supplier's Proposal; and
- (iii) The RFP.

Supplier has responded with an exception to the RFP. Supplier's exception is approved.

"Our manufacturing partners have assigned LNCS with primary responsibility to serve our markets in the thirteen Western United States. However, our offer is nation-wide in scope, given the stipulation placed upon us by our manufacturing partners. Our manufacturing partners, each with geographically dispersed distribution network, requests that LNCS s able to accept an order, refuse an order, or work through the local distributor for inquiries from NPP members outside of the area of our primary responsibilities, at the manufacturer's option. Once LNCS has been given the "go-ahead" to accept and process an "out-of-area" request, the member will be supported by LNCS' Special Program Office, located in Oakland, CA. LNCS' primary geographical responsibility for commercial(non-federal agencies) customers includes the States of Hawaii, Alaska, Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, New Mexico, and Colorado."

2.5 Extension of contract terms to National Purchasing Partners, LLC

2.5.1 Pursuant to Section 1.0 of the RFP, Supplier agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies and non-profit entities that are members of National Purchasing Partners, that have executed a National

Purchasing Partners IGA as a Participating Agency as may be required by the government agency's local regulations, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference ("Participating Agencies"). Each Participating Agency will be exclusively responsible for and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them under and in accordance with the laws of the State in which the Participating Public Agency exists. Pursuant to 1.2A) and 3.2 of the RFP, South Davis Metro Fire Agency shall not incur any liability as a result of the access and utilization of this Agreement by other NPP Participating Agencies.

2.5.2 Supplier acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to Section 1.2C) of the RFP.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the date of contract award. By mutual written agreement between South Davis Metro Fire Agency and contractor, the contract may be extended for up to three consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by South Davis Metro Fire Agency.

3.2 Month-to-month extensions: South Davis Metro Fire Agency reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members.

3.3 Renewal of contract: Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. rovided that the Lead Contracting Agency, through NPP, and/or the Proposer may opt to decline extension of the Master Purchase Agreement by providing notification in writing least thirty (30) calendar days prior to the annual automatic extension anniversary of the original Master Purchase Agreement term.

3.4 Either party 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, AND PAYMENT

4.1 Purchaser shall pay Supplier for all Products ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the price or prices specified for each such Product on Attachment A. Unless Attachment A or Supplier's Proposal expressly provides otherwise, the discount off list for Products set forth on Attachment A hereto shall

remained fixed for the entire term of the agreement but manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Unless otherwise directed by Purchaser for expedited orders, Supplier shall utilize such common carrier for the delivery of Products as Supplier may select; provided, however, that for expedited orders Supplier shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Supplier for its own account or for the account of any other similarly situated customer of Supplier.

4.2 Supplier 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 purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement and such reasonable requirements as may be prescribed by Purchaser from time to time. Invoices shall be addressed as directed by Purchaser.

4.3 Unless Attachment A or Supplier's Proposal (Attachment D) expressly provides otherwise, the prices specified on Attachment A include (i) all taxes and duties of any kind which Supplier is required to pay with respect to the sale of Products covered by this Agreement and (ii) all charges for packing, packaging and loading.

4.4 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs and subject to Attachments A and F herein, Supplier shall offer delivery and/or shipping costs prepaid Shipments shall be F.O.B. Ship Point, with freight charges added to the invoice. Title and risk of loss of material shall not pass to SDMFA or participating Members until SDMFA/Member receives and inspects/accepts the material at delivery point, unless otherwise provided in the contract. To see additional terms please contact the distributor. If there are handling fees, these also shall be included in the pricing. Supplier shall bear all risk of loss during transit.

4.5 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 Supplier in connection with the provision of the Products, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Attachment A expressly requires Purchaser to reimburse Supplier for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Supplier to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

4.6 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.

ARTICLE 5 – INSURANCE

During the term of this Agreement, Supplier 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 the states where Products are to be sold hereunder.

ARTICLE 6 – INDEMNIFICATION

Supplier agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the “Indemnities”), and National Purchasing Partners 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 Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Supplier in this Agreement, (ii) any failure by Supplier to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Supplier, any subcontractor of Supplier, or any of their respective employees or agents, (iv) any failure of Supplier, 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 Supplier under this Agreement or Supplier’s performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products 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, Purchaser or its officials, directors, employees, agents or contractors. In addition, Supplier shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Supplier by Purchaser. The provisions of this Article shall survive the expiration or termination of this Agreement.

LIMITATION OF LIABILITY: IN NO EVENT WILL 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.

ARTICLE 7 – WARRANTIES

Warrant, maintenance and repair services will be provided on-site by certified Service Technicians, at the specific Supplier Operation Center location nearest Purchaser or the NPP/FireRescue GPO Member needing support. In case of a customer outside the Supplier’s region, Supplier will coordinate support from the manufacturer or their designated representative.

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 Supplier's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Supplier for correction or replacement, or (ii) require Supplier 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 Supplier fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect and sort the Products and Supplier 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 Supplier 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, Supplier 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 Supplier agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, Supplier shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at Supplier's expense, secure and maintain in full force during the Term of this Agreement, any and 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, Supplier 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 Supplier or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products covered by this Agreement shall not, unless otherwise designated by Supplier, 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 Supplier's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Supplier, during normal business hours, audit the books, records and accounts of Supplier to the extent that such books, records and accounts pertain to sale of any Products hereunder or otherwise relate to the performance of this Agreement by Supplier. Supplier 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. 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 and Purchaser shall continue to have the right to audit during such period.

ARTICLE 13 - DELIVERY REQUIREMENTS

TIME IS OF THE ESSENCE WITH RESPECT TO EACH PURCHASE ORDER ISSUED HEREUNDER. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Supplier shall promptly notify Purchaser in writing. Except as otherwise provided in Article 18 below, if Supplier does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Supplier without additional cost to Purchaser. It is Supplier's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Supplier.

ARTICLE 14 - RISK OF LOSS AND PASSAGE OF TITLE

Supplier shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 15 - REMEDIES

Except as otherwise provided herein, any right or remedy of Supplier or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Supplier 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 16 - RELATIONSHIP OF PARTIES

Supplier 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 Supplier and Purchaser. Neither party has the power or authority to bind or commit the other.

ARTICLE 17 - 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 Purchaser:
South Davis Metro Fire Agency
ATTN: Chief Jeff Bassett
255 South 100 West
Bountiful, UT 84011

If to Supplier:
Nick Lawrence
L.N. Curtis & Sons
1195 South 300 West
Salt Lake City, UT 84101

with a copy to:

Bruce R. Busch
Senior Vice President
National Purchasing Partners, LLC
1100 Olive Way, Suite 1020
Seattle, WA 98101

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

ARTICLE 18 - FORCE MAJEURE

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 God, 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 19 - 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 20 - 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 Supplier without the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Supplier shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 21 - SEVERABILITY

To the extent possible, each provision of this Agreement and any Purchase Order shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement or any Purchase Order issued in accordance with this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement or Purchase Order, but rather the entire Agreement or Purchase Order 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 22 - INCORPORATION; ENTIRE AGREEMENT

22.1 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 Supplier's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

22.2 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 23 - 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 24 - MODIFICATIONS

This Agreement may be modified or amended only by a writing executed by both parties hereto.

ARTICLE 25 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Purchaser exists, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PURCHASER:

By: South Davis Metro Fire Agency
Name: [Signature]
Title: Fire Chief
Dated: 9-19-13

SUPPLIER:

By: L.N. Curtis & Sons
Name: [Signature]
Title: DIVISION MANAGER
Dated: 9-20-2013

ATTACHMENT A

to Purchase Agreement by and between **SUPPLIER** and **PURCHASER**.

Fire Turnouts and Fire Related Equipment

****Contact L.N. Curtis & Sons for Complete Pricelist****

Pricing Proposal for Fire Turnouts and Fire Related Equipment

L.N. Curtis & sons

Contract Vendor's Name:

Brand	Part Number	Product Name and Description	Discount off List	Standard Delivery (days after receipt of order)	Warranty Period (90 Days, 1 year, etc.)
2.1 Fire (firefighter) Turnouts (insert rows or attach additional pages, as needed)					
Globe Manufacturing Company	Catalog	G-XTREME style firefighter turnout ensembles & accessories	40%	75	lifetime
Globe Manufacturing Company	Catalog	G-XCEL style firefighter turnout ensembles & accessories	40%	75	lifetime
Globe Manufacturing Company	Catalog	Classix style firefighter turnout ensembles & accessories	40%	75	lifetime
Globe Manufacturing Company	E1177-G	South Davis Metro Fire Turnout Pant Specification (this price is available only to the SDMFA)	Price per pant: \$715.00	75	lifetime
Globe Manufacturing Company	D1177-G	South Davis Metro Fire Turnout Jacket Specification (this price is available only to the SDMFA)	Price per Jacket: \$887.00	75	lifetime
Globe Manufacturing Company	Catalog	Caims (REACTION) style firefighter turnout ensembles & accessories	40%	75	lifetime
ECMS, Inc.	Catalog	2.1.21 Services for fire turnouts (repair, tailoring, maintenance, testing and cleaning)	net	21	NA
2.2 Breathing Apparatus (insert rows or attach additional pages, as needed)					
Honeywell Safety Products	TBD Catalog	SCBA, parts, and accessories	5% (catalog will be made available upon product certification to NFPA 2013 Edition 1981 & 1982)		
Drager Safety Inc.	TBD Catalog	SCBA, parts, and accessories	5% (catalog will be made available upon product certification to NFPA 2013 Edition 1981 & 1982)		
Eagle Compressors, Inc.	Catalog	2.2.12 Cylinder recharging	5%	90	1 yr
LN Curtis & sons CurtisCare	Hydro Test	2.2.14 Cylinder testing services	10%	based upon statement of work (SOW)	NA

Products and prices listed herein are available to the membership of the FireRescue-GPO / National Purchasing Partners (NPP) who are located in the following states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming

Public agencies located in other states may also use this contract and are invited to contact FRGPO@LNCurtis.com for additional information

Pricing Proposal for Fire Turnouts and Fire Related Equipment

L.N. Curtis & sons

Contract Vendor's Name:

Brand	Part Number	Product Name and Description	Discount off List	Standard Delivery (days after receipt of order)	Warranty Period (90 Days, 1 year, etc.)
2.3 Firefighting and firefighter Equipment (insert rows or attach additional pages, as needed)					
Bullard Helmets	Catalog	2.3.01 Firefighting and firefighter equipment includes thermal imaging cameras, axe holders, boots, clothing and accessories, eye protection / goggles, floor, smoke, and/or room fans, generators, flashlights, fire helmets and decals, gear bags, gloves, tool pouches, wildland fire gear and other	30%	21	5 yr / 10 yr
ESS Goggles	Catalog		5%	14	5 yr
FireCraft	Catalog		5%	21	Mfg. Defects for useful life
FoxFury	Catalog		10%	14	2 yr
Globe_Footgear	Catalog		27%	30	1 yr
Honeywell Ranger-Warrington	Catalog		30%	30	1 yr
PGL_Fireline	Catalog		20%	60	Mfg. Defects for useful life
PGL_Hoods	Catalog		10%	14	Mfg. Defects for useful life
Shelby Gloves	Catalog		20%	7	1 yr
Streamlight	Catalog		30%	14	lifetime
Tempest	Catalog		12%	30	5 yr
Bullard Thermal Imagers	Catalog		5%	30	1 yr
Weckworth	Catalog		20%	5	1 yr
Western Shelter	Catalog		5%	60	1 yr
White_Hathorn	Catalog		10%	75	1 yr
White_Hathorn HiLine	Catalog		10%	75	1 yr

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Pricing Proposal for Fire Turnouts and Fire Related Equipment

L.N. Curtis & sons

Contract Vendor's Name:

Brand	Part Number	Product Name and Description	Discount off List	Standard Delivery (days after receipt of order)	Warranty Period (90 Days, 1 year, etc.)
Whites	Catalog		10%	75	1 yr
Wolfpack	Catalog		2%	10	lifetime
Ziamatic	Catalog		25%	10	90 days
Cutters Edge	Catalog	2.3.02 Firefighting and firefighter attack tools includes axes, Halligan bars, chain and/or rescue saws, shovels, forcible entry tools, rescue tools, and other	5%	21	2 yr
Husqvarna Cut Off Saw	Catalog		20%	5	2 yr
Nupla	Catalog		25%	14	lifetime
Paratech	Catalog		5%	30	5 yr
Hurst e-Draulic Jaws-of-Life	Catalog	2.3.03 Extraction tools and supplies includes manual, hydraulic and electric cribbing, cutters, blankets, spreaders, combo tools, rams, rapid stabilization struts, and other	10%	75	10 yr
Hurst 10,000PSI Jaws-of-Life	Catalog		15%	75	10 yr
Hurst 5,000PSI Jaws-of-Life	Catalog		15%	75	10 yr
Rescue 42, Inc.	Catalog		net	21	1 yr / 5 yr
CMC Rescue	Catalog	2.3.04 Rescue equipment includes rescue straps, Rapid Intervention Team (RIT), rope escape; and other supplies, life safety, personal escape, rope bags, utility items, and	10%	10	1 yr
Rit Bag	Catalog		net	10	1 yr

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Aluminum Ladder	Catalog	2.3.05 Ladders and ladder safety accessories	5%	14	Lifetime
Duo Safety	Catalog		10%	14	2 yr
Gemtor	Catalog		10%	10	2 yr
CMC Rescue	Catalog	2.3.06 Firefighter bailout systems	10%	10	1 yr
CMC Rescue	Catalog	2.3.07 Firefighter escape belts, ropes, harnesses, buckles, repelling equipment, and other escape equipment	10%	10	1 yr
Simulaid, Inc.	Catalog	2.3.08 Firefighting and firefighter training: books and video, CPR Manikins, and on-site instructional classes	5%	21	1 yr
LN Curtis & sons CurtisCare	Catalog		10%	based upon statement of work (SOW)	NA
Zumro	Catalog	2.3.09 Hazardous Material (HAZ-MAT) equipment	5%	60	5 yr
Edwards & Cromwell	Catalog		5%	21	Mfg. Defects for useful life
Indian Springs	Catalog		net	21	1 yr
Kappler	Catalog		15%	30	90 days
Hurst Vetter	Catalog		5%	45	1/2/3 yr
ECMS, Inc.	Catalog	2.3.10 Fire (firefighter) turnout care and maintenance service to comply with all requirements subject to NFPA 1851.	net	21	1 yr

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Pricing Proposal for Fire Turnouts and Fire Related Equipment

Contract Vendor's Name:

L.N. Curtis & sons

Brand	Part Number	Product Name and Description	Discount off List	Standard Delivery (days after receipt of order)	Warranty Period (90 Days, 1 year, etc.)
Ansul Extinguisher	Catalog	2.3.11 Handheld, portable, or wheeled (cart mounted) fire extinguishers	25%	14	6 yr / 12 yr
Amerex	Catalog		25%	14	6 yr
2.4 Firefighting Foam (insert rows or attach additional pages, as needed)					
Ansul_Foam	Catalog	Firefighting foam: Low Expansion: between 2 to 1 and 20 to 1.	25%	10	none (12 month shelf life)
Ansul_Foam	Catalog	Firefighting foam: Medium Expansion: between 20 to 1 and 200 to 1.	25%	10	none (12 month shelf life)
Ansul_Foam	Catalog	Firefighting foam: High Expansion: above 200 to 1.	25%	10	none (12 month shelf life)
Phos-Chek	Catalog	Class A Foam and related products	25%	10	none (12 month shelf life)
LN Curtis & sons CurtisCare	Catalog	2.4.07 Training for applications of foam/foam systems	10%	based upon statement of work (SOW)	NA
2.5 Firefighting (Municipal) Hoses (insert rows or attach additional pages, as needed)					
All American Fire Hose	Catalog		30%	30	10 yr
North American Fire Hose	Catalog		30%	30	10 yr
2.6 Firefighter and Departmental Personal Apparel, Badges, Accessories and other Fire Department related items (insert rows or attach additional pages, as needed)					
5.11 Tactical	Catalog	2.6.01 Personal, firefighter, and departmental, apparel and accessories includes hats, T-shirts and shirts, pins, name bars, collar pins, ties, other lapel accessories, and other	20%	21	30 days
Workrite Uniforms	Catalog		5%	21	1 yr

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Pricing Proposal for Fire Turnouts and Fire Related Equipment

L.N. Curtis & sons

Contract Vendor's Name:

Brand	Part Number	Product Name and Description	Discount off List	Standard Delivery (days after receipt of order)	Warranty Period (90 Days, 1 year, etc.)
Blauer Uniforms, Outenwear and Accessories	Catalog		20%	21	1 yr / 3 yr
Blackinton	Catalog		10%	21	lifetime
C.W. Nielsen	Catalog		10%	21	10 yr
5.11 Tactical	Catalog	Personal, firefighter, and departmental accessories includes stationary items, calendars, business cards, watches, mugs and glassware, awareness magnets and pins, educational giveaways, school or classroom awareness and educational items, and other fire department promotional material	20%	21	30 days
LN Curtis & sons CurtisCare	Catalog	Personalized firefighter/departmental apparel and accessories includes custom printing of fire department logos and insignia on products are requested.	10%	based upon statement of work (SOW)	NA
Firefighters Bookstore, Inc.	Catalog	Firefighter literature including books, magazines, periodicals, and electronic format (e-books)	10%	10	NA
Blackinton	Catalog	Firefighter badges includes custom or special badges with Member provided designs are requested.	10%	21	lifetime
C.W. Nielsen	Catalog		10%	21	10 yr
3.0 Additional Products and/or Services Offered (insert rows or attach additional pages, as needed)					
Task Force Tips (TFT)	Catalog	3.1 Firefighting Hose Nozzles, monitors and Accessories	30%	30	5 yr
Akron Brass	Catalog	3.2 Firefighting Hose Nozzles, monitors and Accessories	30%	30	5 yr / 10 yr
Red Head	Catalog	3.3 Firefighting Hose Adapters and Accessories	25%	14	1 yr

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L.N. Curtis & sons

Contract Vendor's Name:

Brand	Part Number	Product Name and Description	Discount off List	Standard Delivery (days after receipt of order)	Warranty Period (90 Days, 1 year, etc.)
Performance Advantage	Catalog	3.4 Firefighting Brackets	5%	7	lifetime
Zumro	Catalog	3.5 Inflatable Shelters (decon, med, command) and Accessories	5%	60	5 yr
Waterax	Catalog	3.6 Wildland Firepumps	net	30	lifetime
Drager Gas Detection	Catalog	3.7 Gas Detection & Accessories	5%	21	1 yr / 5 yr
Gosport	Catalog	3.8 Firefighting Salvage Covers & Accessories	15%	14	Mfg. Defects for useful life
FoL-Da-Tank	Catalog	3.9 Portable tanks & Accessories	20%	30	3 yr
Honda	Catalog	3.10 Firefighting Generators & Pumps	5%	30	90 days / 3 yr
Hannay Reels	Catalog	3.11 Firefighting Hose Reels	15%	30	2 yr
Zistos	Catalog	3.12 Security and Rescue Video Systems	net	21	1 yr
Groves Ready Racks	Catalog	3.13 PPE Gear Storage	10%	30	5 yr

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ATTACHMENT B

to Purchase Agreement by and between **SUPPLIER** and **PURCHASER**.

ADDITIONAL SELLER WARRANTIES

L.N. Curtis & Sons works with many manufactures some of which are listed above in Attachment A. Manufacture warranties will vary; contact your local L.N. Curtis & Sons for complete warranty data.

ATTACHMENT C

to Purchase Agreement by and between **SUPPLIER** and **PURCHASER**.

PARTICIPATING AGENCIES

Purchaser served as the Lead Contracting Agency in cooperation with National Purchasing Partners and on behalf of other government agencies that desire to access the Master Purchase Agreement. Supplier must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any other Participating Agency.

The subsequent contract 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 required to execute a National Purchasing Partners Member Intergovernmental Cooperative Purchasing Agreement ("IGA"), all as set forth on the National Purchasing Partners web site, www.mynpp.com, under the L.N. Curtis & sons vendor page. The IGA allows the Participating Agency to purchase products from the Supplier in accordance with each Participating Agency's legal requirements.

ATTACHMENT D

to Price Agreement by and between SUPPLIER and PURCHASER.

Supplier's Proposal

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

(The Supplier's Proposal is incorporated herein.)

ATTACHMENT E

to Price Agreement by and between **SUPPLIER** 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 herein.)

ATTACHMENT F

to Price Agreement by and between SUPPLIER and PURCHASER.

ADDITIONAL TERMS OF PURCHASER, IF ANY.