

File ID: 2026-01013

6/16/2026

[Cooperative Purchasing Agreement] Purchase Fire Fighting Equipment, Self-Contained Breathing Apparatus (SCBA), and Protective Gear [Published for 10-day Review on 06/05/2026]

File ID: 2026-01013

Location: Citywide

Recommendation: Pass a **Motion:** 1) approving cooperative purchase for firefighting equipment, Self-Contained Breathing Apparatus (SCBA) and protective gear with: a) L.N. Curtis and Sons (contract No. PS26220 which is incorporated herein by this reference with NPPGov) for an amount not to exceed \$1,350,000 through February 27, 2030; and b) Municipal Emergency Services (contract No. PS26240 which is incorporated herein by this reference with NPPGov) for an amount not to exceed \$1,460,000 through March 18, 2030; 2) authorize the City Manager or designee to execute a cooperative/piggybacking agreement with L.N. Curtis and Sons and Municipal Emergency Services; and 3) issuing the required purchase order(s) for the not-to-exceed an amount specific for the vendors under each cooperative agreement referenced above until their respective period of performance.

Contact: Robert Knaggs, Assistant Chief, (916) 808-1300, rknaggs@sfd.cityofsacramento.org, Fire Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-PRC004245 LN Curtis and Sons
- 3-PRC004247 Municipal Emergency Services

Description/Analysis

Issue Detail: The Fire Department has an ongoing need to purchase need to purchase firefighting equipment, SCBA, and protective gear. After evaluating a variety of options, the staff is recommending that the Council approve the purchase of the required equipment from L.N. Curtis and Sons until February 27, 2030, and Municipal Emergency Services until March 18, 2030, through the cooperative purchase agreement with the Public Procurement Authority/National Purchasing Partners Rescue GPO (NppGov), with a City executed cooperative/piggybacking purchase agreement.

Policy Considerations: The Sacramento City Code Section 4.04.020 and the Council Rules of Procurement (Chapter 7, Section E.2.d) mandate that, unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action.

The recommendations in this report are in accordance with provisions of the City Code Section 3.56.240, which authorizes the City Manager, where advantageous to the City, to utilize cooperative purchasing agreements approved by the City Council to purchase supplies or nonprofessional services through legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City.

Economic Impacts: None.

Environmental Considerations: Ongoing administrative maintenance activities, such as purchases of supplies, equipment, or materials which are not made for purposes of a public construction project, do not constitute a “project” and are exempt from the California Environmental Quality Act (CEQA) CEQA Guidelines, Section 15061(b) (3), 15378(b) (2).

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: The Fire Department must provide staff with emergency medical, safety, and rescue equipment, such as Self-Contained Breathing Apparatus (SCBA) bottles, throughout the fiscal year to deliver breathable air in hazardous environments. There are two different ways to provide air in an emergency, and both require connections that fit correctly. Currently, the department’s neighboring fire agencies have upgraded their SCBA’s to the newer NFPA 2016 standard, which has different connections. To provide mutual aid in emergency situations, the Fire Department must upgrade their connections to be compatible with our neighboring agencies whom we respond with frequently. After reviewing the available purchase options, the Fire Department has determined that the cooperative purchase agreement with L.N. Curtis and Sons, Municipal Emergency Services, Inc. represents the most advantageous and responsible purchasing strategy.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs by buying in volume. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, potential protest, and contract administration. Cooperative purchasing is more beneficial in eliminating additional time and resources spent on administrative processes.

Financial Considerations: Sufficient funding is included in the Fire Department's FY2025/26 adopted budget. Purchases in subsequent years are subject to funding available in the budget adopted for the applicable fiscal years.

Cooperative Purchases:

Cooperative Purchases			
Vendor Name	Not to Exceed Amount	Cooperative Purchase Agreement	Description
LN Curtis and Sons	\$1,350,000	NPPGOV Contract No PS26220	Firefighting Equipment, Self-Contained Breathing Apparatus (SCBA), Protective Gear
Municipal Emergency Services	\$1,460,000	NPPGOV Contract No PS26240	Firefighting Equipment, Self-Contained Breathing Apparatus (SCBA), Protective Gear

Local Business Enterprise (LBE): The City's LBE program does not apply to cooperative purchasing agreements resulting from another public agency's competitive bid process.

CONTRACT #: PRC004245 |
CONTRACT NAME: Fire Fighting Equipment, SCBA, and Protective Gear |
AGREEMENT TERM: June 15, 2026-February 27, 2030 |
AUTHORIZED RENEWALS: 1 one-year renewal |
DEPARTMENT/DIVISION: Fire-Logistics |

PROJECT: N/A |
NOT-TO-EXCEED AMOUNT: \$1,350,000 |
SOLICITATION: COOPERATIVE |
LBE (Y/N): N |
COUNCIL FILE ID: 2026-01013 |

CITY OF SACRAMENTO

COOPERATIVE/PIGGYBACKING AGREEMENT

The City of Sacramento ("City") and L.N. CURTIS and SONS ("Contractor"), hereby agree to this Cooperative/Piggybacking Purchase Agreement ("Agreement"), effective as of June 15, 2026.

WHEREAS, the City wishes to purchase Fire Fighting Equipment, SCBA, and Protective Gear, pursuant to the terms of this Agreement and Contract No. PS26220, dated February 27, 2026 (the "Cooperative Contract," which is incorporated herein by this reference), with NPPGOV ("Cooperative Purchasing Organization").

NOW THEREFORE, Contractor and the City agree as follows:

1. The City agrees to purchase, pursuant to the terms of this Agreement and the Cooperative Contract, Fire Fighting Equipment, SCBA, and Protective Gear. In no way shall payment from City to Contractor under this Agreement exceed \$1,350,000.

2. Scope of work. [**To be completed by the City representative**] [**Check one or both**]:

City's purchase of the goods and/or services described herein shall be as set forth in Exhibit ___. The goods and/or services shall be delivered to the City no later than DATE. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in Exhibit __; and/or

City's purchase of the goods and/or services described herein, including the date(s) of delivery, shall be as set forth in purchase order(s) issued by the City. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in a purchase order.

3. The City shall have all the same pricing, terms, conditions, rights, and obligations as the Cooperative Purchasing Organization under the Cooperative Contract.

4. Term. [**To be completed by the City representative**] [**Check one**]:

The term of this Agreement shall run through END DATE.

The term of this Agreement shall run concurrent with the term of the Cooperative Contract. If the Cooperative Purchasing Organization renews or extends the Cooperative Contract by written amendment, then this Agreement will automatically extend, not to go beyond a total term of five years.

In addition to whichever line above in this Section 4 is checked, (i) the City may terminate this Agreement upon notice to Contractor, and (ii) at any time prior to expiration of this Agreement, the City has the option to extend the term of this Agreement through the term of the Cooperative Contract, inclusive of any renewals and extensions to the Cooperative Contract.

5. Contractor shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Agreement or the Cooperative Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement or the Cooperative Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

6. Insurance Requirements. [**To be completed by the City representative**].

Contractor shall, at Contractor's sole cost and expense and for the full term of this Agreement or any extension thereof, satisfy the following insurance requirements which shall apply to Contractor's performance under this Agreement. [**Check one**]:

the insurance limits and obligations contained in the Cooperative Contract. The City shall have all the same rights as the Cooperative Purchasing Organization under the Cooperative Contract. Contractor shall provide the City with certificates of insurance evidencing the insurance required upon request.

the insurance requirements contained in the document titled "Cooperative Agreement Insurance Exhibit" located at: <https://www.cityofsacramento.gov/finance/procurement/standard-agreements>, which is incorporated herein by reference.

7. Public Work Requirements. [**To be completed by the City representative**].

The services provided under this Agreement include [**Check any if applicable**]:

Construction work in an amount exceeding \$25,000;

Land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or

Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If any lines above in this section 7 is checked, this Agreement includes "Public Work" under the California Labor Code and is subject to the additional terms and conditions specified in the

document titled "Public Work Requirements" located at:
<https://www.cityofsacramento.gov/finance/procurement/standard-agreements>, which is incorporated herein by reference.

8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of or related to this Agreement will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts. All disputes arising out of or relating to this Agreement shall be resolved exclusively in the courts identified above. No party shall be required to submit to arbitration, mediation, or any other form of alternative dispute resolution, and no waiver of the right to a jury trial shall apply. Each party shall bear its own attorneys' fees and costs in connection with any claim, dispute, or litigation arising out of or relating to this Agreement.
9. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under this Agreement, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
10. Contractor warrants and represents that the person or persons executing this Agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this Agreement and bind Contractor to the terms hereof.
11. Except as specifically modified herein, all terms and conditions of the Cooperative Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions of the Cooperative Contract as modified by this Agreement. In the event of any conflict or inconsistency between the Cooperative Contract and this Agreement, this Agreement shall govern. In the event of any conflict or inconsistency between this Agreement and any document provided by Contractor, including but not limited to quotes, invoices, order forms, and acknowledgements, this Agreement shall govern. City's signature on, or approval of, any of Contractor's documents shall not constitute agreement to any term conflicting or inconsistent with this Agreement.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: Angela Mackey
Angela Mackey (May 20, 2026 13:08:38 PDT)

Title: Director of Customer Service

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: Gary Lindsey
Gary Lindsey (May 20, 2026 13:36:05 PDT)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title:

CONTRACT #: PRC004247
CONTRACT NAME: Fire Fighting Equipment, SCBA, and Protective Gear
AGREEMENT TERM: June 15, 2026- March, 18 2030
AUTHORIZED RENEWALS: 1 one-year renewal
DEPARTMENT/DIVISION: Fire-Logistics

PROJECT: N/A
NOT-TO-EXCEED AMOUNT: \$1,460,000
SOLICITATION: Cooperative
LBE (Y/N): N
COUNCIL FILE ID: 2026-01082

CITY OF SACRAMENTO

COOPERATIVE/PIGGYBACKING AGREEMENT

The City of Sacramento ("City") and MUNICIPAL EMERGENCY SERVICES, INC. ("Contractor"), hereby agree to this Cooperative/Piggybacking Purchase Agreement ("Agreement"), effective as of June 1, 2026 .

WHEREAS, the City wishes to purchase Fire Fighting Equipment, SCBA, and Protective Gear, pursuant to the terms of this Agreement and Contract No. PS26240, dated March 18, 2026 (the "Cooperative Contract," which is incorporated herein by this reference), with NPPGOV ("Cooperative Purchasing Organization").

NOW THEREFORE, Contractor and the City agree as follows:

1. The City agrees to purchase, pursuant to the terms of this Agreement and the Cooperative Contract, Fire Fighting Equipment, SCBA, and Protective Gear. In no way shall payment from City to Contractor under this Agreement exceed \$1,460,000.

2. Scope of work. [**To be completed by the City representative**] [**Check one or both**]:

City's purchase of the goods and/or services described herein shall be as set forth in Exhibit __. The goods and/or services shall be delivered to the City no later than DATE. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in Exhibit __; and/or

City's purchase of the goods and/or services described herein, including the date(s) of delivery, shall be as set forth in purchase order(s) issued by the City. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in a purchase order.

3. The City shall have all the same pricing, terms, conditions, rights, and obligations as the Cooperative Purchasing Organization under the Cooperative Contract.

4. Term. [**To be completed by the City representative**] [**Check one**]:

The term of this Agreement shall run through END DATE.

The term of this Agreement shall run concurrent with the term of the Cooperative Contract. If the Cooperative Purchasing Organization renews or extends the Cooperative Contract by written amendment, then this Agreement will automatically extend, not to go beyond a total term of five years.

In addition to whichever line above in this Section 4 is checked, (i) the City may terminate this Agreement upon notice to Contractor, and (ii) at any time prior to expiration of this Agreement, the City has the option to extend the term of this Agreement through the term of the Cooperative

Contract, inclusive of any renewals and extensions to the Cooperative Contract.

5. Contractor shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Agreement or the Cooperative Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement or the Cooperative Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

6. Insurance Requirements. [**To be completed by the City representative**].

Contractor shall, at Contractor's sole cost and expense and for the full term of this Agreement or any extension thereof, satisfy the following insurance requirements which shall apply to Contractor's performance under this Agreement. [**Check one**]:

the insurance limits and obligations contained in the Cooperative Contract. The City shall have all the same rights as the Cooperative Purchasing Organization under the Cooperative Contract. Contractor shall provide the City with certificates of insurance evidencing the insurance required upon request.

the insurance requirements contained in the document titled "Cooperative Agreement Insurance Exhibit" located at: <https://www.cityofsacramento.gov/finance/procurement/standard-agreements>, which is incorporated herein by reference.

7. Public Work Requirements. [**To be completed by the City representative**].

The services provided under this Agreement include [**Check any if applicable**]:

Construction work in an amount exceeding \$25,000;

Land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or

Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If any lines above in this section 7 is checked, this Agreement includes "Public Work" under the

California Labor Code and is subject to the additional terms and conditions specified in the document titled "Public Work Requirements" located at:
<https://www.cityofsacramento.gov/finance/procurement/standard-agreements>, which is incorporated herein by reference.

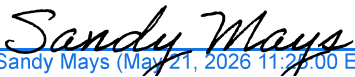
8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of or related to this Agreement will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts. All disputes arising out of or relating to this Agreement shall be resolved exclusively in the courts identified above. No party shall be required to submit to arbitration, mediation, or any other form of alternative dispute resolution, and no waiver of the right to a jury trial shall apply. Each party shall bear its own attorneys' fees and costs in connection with any claim, dispute, or litigation arising out of or relating to this Agreement.
9. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under this Agreement, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
10. Contractor warrants and represents that the person or persons executing this Agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this Agreement and bind Contractor to the terms hereof.
11. Except as specifically modified herein, all terms and conditions of the Cooperative Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions of the Cooperative Contract as modified by this Agreement. In the event of any conflict or inconsistency between the Cooperative Contract and this Agreement, this Agreement shall govern. In the event of any conflict or inconsistency between this Agreement and any document provided by Contractor, including but not limited to quotes, invoices, order forms, and acknowledgements, this Agreement shall govern. City's signature on, or approval of, any of Contractor's documents shall not constitute agreement to any term conflicting or inconsistent with this Agreement.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: 
Sandy Mays (May 21, 2026 11:25:00 EDT)

Title: VP, Sales Programs


Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: 
Gary Lindsey (May 21, 2026 10:18:17 PDT)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: