

Second Amendment to Master Price Agreement for CONSULTING SERVICES FOR PUBLIC ORGANIZATIONS

Price List Update

This Amendment to the Master Price Agreement is entered into this 1st day of November 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and EMERGENCY SERVICES CONSULTING INTERNATIONAL (ESCI) ("Vendor") based upon the sales and/or service of Consulting Services for Public Organizations.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20365 on or about May 27, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about February 16, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to amend in its entirety the Price List on Attachment A to reflect Vendor's new pricing; and

WHEREAS, Vendor has provided notice, on or about October 29, 2024, of the price list Attachment A in the Master Price Agreement; and

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Price List Update.** Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following product offerings and pricing:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Figure 1: Long-Range Master Plan Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$55,230	\$52,469
11 to 19	\$67,119	\$63,923
20 to 30	\$80,926	\$77,073
*Add 5% for per 5 stations in excess of 30 stations		
Add On Options		
Communications Add On	\$2,100	\$2,000
EMS Support and Oversight	\$3,150	\$3,000
HAZMAT Support and Response	\$2,100	\$2,000
Technical Rescue Support and Response	\$2,100	\$2,000
Public Input Meetings	\$3,150	\$3,000
Additional Public Input Meetings if in the same trip as above	\$2,100	\$2,000
<i>An additional 5% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Customer-Centered Strategic Plan Pricing

Figure 2: Customer-Centered Strategic Plan Pricing

Item	Listed Price	Discounted Price
Strategic Plan and Citizen Forum	\$21,221	\$20,211
Addition trip/Citizen Forum	\$3,675	\$3,500
Additional trip/Presentation	\$3,675	\$3,500

ESCI has found that agencies often benefit from completing an Agency Evaluation, followed by a Strategic Plan to implement the findings of the Evaluation.

An additional 5% discount is provided to members of the International Association of Fire Chiefs (IAFC)

Cooperative Efforts Feasibility Study Pricing

Figure 3: Cooperative Efforts Feasibility Study Pricing

Participating Agencies	Listed Price	Discounted Price
------------------------	--------------	------------------

2 Agencies, 1 to 10 stations	\$58,448	\$55,665
2 Agencies, 11 to 19 stations	\$73,848	\$70,332
2 Agencies, 20 to 30 stations	\$93,376	\$88,930
*Add 5% for per 5 stations in excess of 30 stations		

When more than two agencies are to participate in the study,
ESCI will provide individual pricing for additional agencies.

An additional 5% discount is provided to members of the International Association of Fire Chiefs

Community Risk Assessment and Standards of Cover Planning

Figure 4: Community Risk Assessment and Standards of Cover Planning Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$54,780	\$52,172
11 to 19	\$68,033	\$64,794
20 to 30	\$84,661	\$80,630
*Add 5% for per 5 stations in excess of 30 stations		
<i>An additional 5% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Fire Station Location Pricing

Figure 5: Fire Station Location Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$34,237	\$32,607
11 to 19	\$38,948	\$37,094
20 to 30	\$44,196	\$42,092
*Add 5% for per 5 stations in excess of 30 stations		
<i>An additional 5% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Agency Evaluation Pricing

Figure 6: Agency Evaluation Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$41,707	\$39,721
11 to 19	\$47,744	\$45,471
20 to 30	\$54,780	\$52,172
*Add 5% for per 5 stations in excess of 30 stations		
<i>An additional 5% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

ESCI Interactive Performance Dashboard Pricing

Figure 7: ESCI Performance Dashboard

	Listed Price	Price with ESCI Study	Price as a Standalone Product
Setup fee and year of data dashboard following the delivery of the final report or data load if purchased separately	\$5,500	\$4,950	\$4,950

PRICING SCHEDULE FOR CATEGORY 2

Job Analysis Pricing

Figure 8: Job Analysis Pricing (Per Position)

Department Size (Personnel)	Listed Price	Discounted Price
Up to 75 members	\$6,000	\$5,500
75 to 200 members	\$8,200	\$7,500
More than 200 members	\$10,800	\$10,000
OTHER SERVICES RELATED TO JOB ANALYSIS		PRICE
Consultant travel for on-site work (airfare, hotel, per diem)		At Cost

Public Safety Executive Recruitment Services Pricing

Our most popular executive recruitment process includes Executive Search Services that include revising the job profile, placing the advertisement, conducting the recruitment, and screening candidates; conducting a pre-interview questionnaire; and conducting an interview and employment checks.

Some clients occasionally choose a full assessment center in addition to the other steps. A full background check can likely be done by the local government's police department at a low or no cost; however, ESCI offers that option. Other services proposed such as assisting your new hire with a transition plan can be discussed in full at a negotiated cost.

Figure 9: Public Safety Executive Recruitment Services Pricing

Service Description	Population up to 50,000	Population 50,000–100,000	Population over 100,000
Executive Recruitment Services	\$5,000	\$7,500	\$10,000
Pre-assessment questionnaire	\$2,500	\$2,500	\$3,000
Design and conduct interviews/facilitate final recommendation including employment history check	\$7,500	\$10,000	\$12,000
Design and conduct assessment center/facilitate final recommendation including employment history check	\$10,000	\$10,000	\$15,000
Design and conduct interviews PLUS assessment center/facilitate final recommendation including employment history check (OPTION 1)	\$12,500	\$17,500	\$25,000
Background Investigation	\$1,000/candidate	\$1,000/candidate	\$1,000/candidate

Entry-Level Exam Pricing

Public Safety Entry-Level Cognitive Ability Exam

Our entrance exam includes the test booklet, on-line study material and scoring. We price shipping, if needed, at cost.

Figure 10: Firefighter/Police/Sheriff Officer Entry-Level Exam Pricing

Public Safety Entry Level Exam Pricing (Pen and Paper Exam)	Price
Entry-Level Police Officer exam	\$50/candidate
Entry-Level Firefighter exam	\$50/candidate
Entry-Level Sheriff exam	\$50/candidate
Virtual/Online exam	\$50/candidate

	Up to 75 members	75 to 200 members	More than 200 members
Custom Entrance Exam	\$50,000	\$50,000	\$80,000

Other Services Related to Entry Level Exam	Price
Provide a test administrator with on-site test scoring and analysis	\$800 per administrator per day
Consultant travel for above services (airfare, hotel, per diem)	At cost
Provide administrator training	\$200 per training session
Off-site test scoring and analysis	Included in exam cost
Shipping of equipment and/or materials	At cost

Customized Multiple-Choice Written Exam Pricing for Promotion**Figure 11: Written Multiple-Choice Exam Pricing**

Written Multiple Choice Exam Pricing	Department Size	Listed	Discounted Price
Full Service Written Exam Process: includes the services presented in scope of work— job analysis review, development and validation of one (1) 100 item exam, test booklets and answer sheets, test administration, appeals process, test scoring and analysis, score reporting	Up to 200 members	\$8,200	\$7,500
	More than 200 members	\$10,800	\$10,000
Written Exam: one (1) 100 item exam (test-writing only)	All sizes	\$6,500	\$6,000

Other Services Related to Written Exams	Price
Consultant travel for on-site work (airfare, hotel, per diem)	At cost
Provide administrator training to local government agency	\$200 per training session
Off-site test scoring and analysis	\$1,500 per testing process
Shipping of equipment and/or materials	At cost

Figure 12: Firefighter/Police/Sheriff Promotional Exams, Off the Shelf

Public Safety Off-the-Shelf Exam Pricing	Price
Non-customized Exam	\$1,500 base (minimum of 10 tests), plus \$50/each candidate above 10
Partially-Customized Exam	\$1,500 base (minimum of 10 tests), plus \$50/each candidate above 10, plus \$800 for each set of 10 customized questions (up to 3 sets)

Assessment Center/Structured Interview Pricing

Figure 13: Assessment Center/Structured Interview Pricing

Assessment Center/Structured Interview Pricing	Department Size	Listed	Discounted Price
Development and validation of Assessment Center Exercise such as: <ul style="list-style-type: none"> • Role Play Scenario • Emergency Response Scenario • Oral Presentation • In Basket • Writing Exercise 	Up to 200 members	\$5,500 (each exercise)	\$5,000 (each exercise)
	More than 200 members	\$7,800 (each exercise)	\$7,500 (each exercise)
Development and validation of Structured Panel Interview (in lieu of assessment center)	Up to 200 members	\$10,800	\$10,000
	More than 200 members	\$16,000	\$15,000
Assessment Center or Interview Orientation/Preparation Training	1 day (up to two sessions per day) Included in Base; \$800 each additional day		
Live Interactive Test Administration and Assessor Training Program	\$3,000 (based on a program lasting up to 5 days)		
Video-based Assessment Fee	\$2,000		
Test Scoring and Analysis	\$2,000		
Candidate Feedback Options Feedback	Candidate Score Reports		Included in Base
	Interactive Candidate Feedback		\$150 per candidate
	Comprehensive Written Candidate		\$300 per candidate
Bundled Assessment Center/Structured Panel Interview Services pricing	\$TBD		
Other Services Related to Assessment Center/Structured Interview			Price
Consultant travel for on-site work (airfare, hotel, per diem)			At cost
Shipping of equipment and/or materials			At cost
USERRA Makeup			\$TBD
Legal Consultation above the limit stated in the scope of work			\$350/hr

Physical Abilities Test/CPAT Validation

Figure 14: Physical Abilities/CPAT Validation Pricing

	Up to 75 members	75 to 200 members	More than 200 members
Physical Abilities Exam	\$25,000	\$50,000	\$80,000
CPAT Validation	\$15,000		

Supervisory/Leadership Training Pricing

Figure 15: Supervisory/Leadership Training Pricing

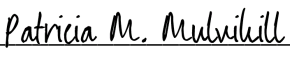
Public Safety	Department Size	Listed	Discounted Price
Trainer Fee—including: <ul style="list-style-type: none">• Three (3) day course• Two (2) trainers per day	Up to 200 members	\$5,500	\$5,000
	More than 200 members	\$6,500	\$6,000
Training Manuals/ materials (where applicable)	\$50/student		
Instructor Manuals/Materials (where applicable)	\$75/instructor		
Box Set, Including 2 Instructor Manuals, 15 Student Manuals, 1 Thumb Drive with Course Contents, 2 Certification Exams	\$2,500		
Development of Customized Training Program	Price TBD		

Other Services Related to Public Safety Training	Price
Consultant travel for on-site work (airfare, hotel, per diem)	At cost
Shipping of equipment and/or materials	At cost

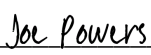
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

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

LEAGUE OF OREGON CITIES

Signed by:

0BD4F25C35F54D0...
Date November 4, 2024 | 3:38 PM PST
BY: Patricia M. Mulvihill
ITS: Executive Director

EMERGENCY SERVICES CONSULTING INTERNATIONAL

DocuSigned by:

138C90AC4DDE4CE...
Date November 4, 2024 | 11:37 AM PST
BY: Joe Powers
ITS: Managing Director

First Amendment to Master Price Agreement for CONSULTING SERVICES FOR PUBLIC ORGANIZATIONS

Price List Update

This Amendment to the Master Price Agreement is entered into this 15th day of February 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and EMERGENCY SERVICES CONSULTING INTERNATIONAL (ESCI) ("Vendor") based upon the sales and/or service of Consulting Services for Public Organizations.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20365 on or about May 27, 2020, and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the Price List on Attachment A to reflect Vendor's new pricing effective the beginning of the year 2023; and

WHEREAS, Vendor desires to increase the additional discount offered to members of the International Association of Fire Chiefs (IAFC) from 2% to 5%; and

WHEREAS, Vendor desires to remove the Levrum product line from the Price List on Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about February 12, 2023, to update Attachment A in the Master Price Agreement; and

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Price List Update.** Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following product offerings and pricing:

ATTACHMENT A

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

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Figure 1: Long-Range Master Plan Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$53,056	\$50,403
11 to 19	\$64,638	\$61,406
20 to 30	\$77,935	\$74,038
*Add 5% for per 5 stations in excess of 30 stations		
Add On Options		
Communications Add On	\$1,790	\$1,700
EMS Support and Oversight	\$2,813	\$2,672
HAZMAT Support and Response	\$1,750	\$1,700
Technical Rescue Support and Response	\$1,750	\$1,700
Public Input Meetings	\$2,813	\$2,672
Additional Public Input Meetings if in the same trip as above	\$1,750	\$1,700
<i>An additional 5% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Customer-Centered Strategic Plan Pricing

Figure 2: Customer-Centered Strategic Plan Pricing

Item	Listed Price	Discounted Price
Strategic Plan and Citizen Forum	\$20,437	\$19,415
Addition trip/Citizen Forum	\$3,487	\$3,312
Additional trip/Presentation	\$3,487	\$3,312

ESCI has found that agencies often benefit from completing an Agency Evaluation, followed by a Strategic Plan to implement the findings of the Evaluation.

An additional 5% discount is provided to members of the International Association of Fire Chiefs (IAFC)

Cooperative Efforts Feasibility Study Pricing

Figure 3: Cooperative Efforts Feasibility Study Pricing

Participating Agencies	Listed Price	Discounted Price
2 Agencies, 1 to 10 stations	\$56,288	\$53,473
2 Agencies, 11 to 19 stations	\$71,118	\$67,562
2 Agencies, 20 to 30 stations	\$89,925	\$85,428
*Add 5% for per 5 stations in excess of 30 stations		

When more than two agencies are to participate in the study,
ESCI will provide individual pricing for additional agencies.

An additional 5% discount is provided to members of the International Association of Fire Chiefs

Community Risk Assessment and Standards of Cover Planning

Figure 4: Community Risk Assessment and Standards of Cover Planning Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$52,756	\$50,118
11 to 19	\$65,519	\$62,243
20 to 30	\$81,532	\$77,455
*Add 5% for per 5 stations in excess of 30 stations		
<i>An additional 5% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Fire Station Location Pricing

Figure 5: Fire Station Location Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$32,972	\$31,323
11 to 19	\$37,510	\$35,634
20 to 30	\$42,564	\$40,435
*Add 5% for per 5 stations in excess of 30 stations		
<i>An additional 5% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Agency Evaluation Pricing

Figure 6: Agency Evaluation Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$40,166	\$38,157
11 to 19	\$45,980	\$43,681
20 to 30	\$52,756	\$50,118
*Add 5% for per 5 stations in excess of 30 stations		
<i>An additional 5% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

ESCI Interactive Performance Dashboard Pricing

Figure 7: ESCI Performance Dashboard

	Listed Price	Price with ESCI Study	Price as a Standalone Product
Setup fee and year of data dashboard following the delivery of the final report or data load if purchased separately	\$5,500	\$4,675	\$4,675

PRICING SCHEDULE FOR CATEGORY 2

Job Analysis Pricing

Figure 8: Job Analysis Pricing (Per Position)

Department Size (Personnel)	Listed Price	Discounted Price
Up to 75 members	\$6,000	\$5,500
75 to 200 members	\$8,200	\$7,500
More than 200 members	\$10,800	\$10,000
OTHER SERVICES RELATED TO JOB ANALYSIS		PRICE
Consultant travel for on-site work (airfare, hotel, per diem)		At Cost

Public Safety Executive Recruitment Services Pricing

Our most popular executive recruitment process includes Executive Search Services that include revising the job profile, placing the advertisement, conducting the recruitment, and screening candidates; conducting a pre-interview questionnaire; and conducting an interview and employment checks.

Some clients occasionally choose a full assessment center in addition to the other steps. A full background check can likely be done by the local government's police department at a low or no cost; however, ESCI offers that option. Other services proposed such as assisting your new hire with a transition plan can be discussed in full at a negotiated cost.

Figure 9: Public Safety Executive Recruitment Services Pricing

Service Description	Population up to 50,000	Population 50,000–100,000	Population over 100,000
Executive Recruitment Services	\$5,000	\$7,500	\$10,000
Pre-assessment questionnaire	\$2,500	\$2,500	\$3,000
Design and conduct interviews/facilitate final recommendation including employment history check	\$7,500	\$10,000	\$12,000

Design and conduct assessment center/facilitate final recommendation including employment history check	\$10,000	\$10,000	\$15,000
Design and conduct interviews PLUS assessment center/facilitate final recommendation including employment history check (OPTION 1)	\$12,500	\$17,500	\$25,000
Background Investigation	\$700/candidate	\$700/candidate	\$700/candidate

Entry-Level Exam Pricing

Public Safety Entry-Level Cognitive Ability Exam

Our entrance exam includes the test booklet, on-line study material and scoring. We price shipping, if needed, at cost.

Figure 10: Firefighter/Police/Sheriff Officer Entry-Level Exam Pricing

Public Safety Entry Level Exam Pricing (Pen and Paper Exam)		Price
Entry-Level Police Officer exam		\$50/candidate
Entry-Level Firefighter exam		\$50/candidate
Entry-Level Sheriff exam		\$50/candidate
Virtual/Online exam		\$50/candidate

	Up to 75 members	75 to 200 members	More than 200 members
Custom Entrance Exam	\$50,000	\$50,000	\$80,000

Other Services Related to Entry Level Exam		Price
Provide a test administrator with on-site test scoring and analysis		\$800 per administrator per day
Consultant travel for above services (airfare, hotel, per diem)		At cost
Provide administrator training		\$200 per training session
Off-site test scoring and analysis		Included in exam cost
Shipping of equipment and/or materials		At cost

Customized Multiple-Choice Written Exam Pricing for Promotion

Figure 11: Written Multiple-Choice Exam Pricing

Written Multiple Choice Exam Pricing	Department Size	Listed	Discounted Price
Full Service Written Exam Process: includes the services presented in scope of work— job analysis review, development and validation of one (1) 100 item exam, test booklets and answer sheets, test administration, appeals process, test scoring and analysis, score reporting	Up to 200 members	\$8,200	\$7,500
	More than 200 members	\$10,800	\$10,000
Written Exam: one (1) 100 item exam (test-writing only)	All sizes	\$5,400	\$5,000

Other Services Related to Written Exams	Price
Consultant travel for on-site work (airfare, hotel, per diem)	At cost
Provide administrator training to local government agency	\$200 per training session
Off-site test scoring and analysis	\$1,500 per testing process
Shipping of equipment and/or materials	At cost

Figure 12: Firefighter/Police/Sheriff Promotional Exams, Off the Shelf

Public Safety Off-the-Shelf Exam Pricing	Price
Non-customized	\$150/candidate
Customized set of 10 questions (up to 3 sets)	\$500/set

Assessment Center/Structured Interview Pricing

Figure 13: Assessment Center/Structured Interview Pricing

Assessment Center/Structured Interview Pricing	Department Size	Listed	Discounted Price
Development and validation of Assessment Center Exercise such as: <ul style="list-style-type: none">• Role Play Scenario• Emergency Response Scenario• Oral Presentation• In Basket• Writing Exercise	Up to 200 members	\$5,000 (each exercise)	\$5,000
	More than 200 members	\$7,800 (each exercise)	\$7,500
Development and validation of Structured Panel Interview (in lieu of assessment center)	Up to 200 members	\$10,800	\$10,000
	More than 200 members	\$16,000	\$15,000
Assessment Center or Interview Orientation/Preparation Training	1 day (up to two sessions per day) Included in Base; \$800 each additional day		
Live Interactive Test Administration and Assessor Training Program	\$3,000 (based on a program lasting up to 5 days)		
Video-based Assessment Fee	\$2,000		
Test Scoring and Analysis	\$2,000		
Candidate Feedback Options	Candidate Score Reports		Included in Base
	Interactive Candidate Feedback		\$100 per candidate
	Comprehensive Written Candidate Feedback		\$250 per candidate
Bundled Assessment Center/Structured Panel Interview Services pricing	\$TBD		
Other Services Related to Assessment Center/Structured Interview			Price
Consultant travel for on-site work (airfare, hotel, per diem)			At cost
Shipping of equipment and/or materials			At cost
USERRA Makeup			\$TBD
Legal Consultation above the limit stated in the scope of work			\$250/hr

Physical Abilities Test/CPAT Validation

Figure 14: Physical Abilities/CPAT Validation Pricing

	Up to 75 members	75 to 200 members	More than 200 members
Physical Abilities Exam	\$25,000	\$50,000	\$80,000
CPAT Validation	\$15,000		

Supervisory/Leadership Training Pricing

Figure 15: Supervisory/Leadership Training Pricing

Public Safety	Department Size	Listed	Discounted Price
Trainer Fee—includes: <ul style="list-style-type: none"> • Three (3) day course • Two (2) trainers per day 	Up to 200 members	\$5,500	\$5,000
	More than 200 members	\$6,500	\$6,000
Training Manuals/ materials (where applicable)	\$50/student		
Instructor Manuals/Materials (where applicable)	\$75/instructor		
Box Set, Including 2 Instructor Manuals, 15 Student Manuals, 1 Thumb Drive with Course Contents, 2 Certification Exams	\$2,500		
Development of Customized Training Program	Price TBD		

Other Services Related to Public Safety Training	Price
Consultant travel for on-site work (airfare, hotel, per diem)	At cost
Shipping of equipment and/or materials	At cost

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 Emergency Services Consulting International ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Consulting Services for Public Organizations, 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 Consulting Services for Public Organizations 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. 2035 for Consulting Services for Public Organizations; and

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

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

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

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2035 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – AGREEMENT TO SELL

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

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

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

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

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

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

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

2.6 Extension of contract terms to Participating Agencies:

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

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

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

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

ARTICLE 3 – TERM AND TERMINATION

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

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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

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

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

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

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

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

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

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

ARTICLE 5 – INSURANCE

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

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

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

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

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - INSPECTION AND REJECTION

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

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

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

ARTICLE 9 – SUBSTITUTIONS

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

ARTICLE 10 - COMPLIANCE WITH LAWS

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

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

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

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

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

ARTICLE 12 - RIGHT TO AUDIT

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - RELATIONSHIP OF PARTIES

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

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

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

If to Vendor:

EMERGENCY SERVICES CONSULTING INTERNATIONAL
4795 Meadow Wood Lane
Suite 110
Chantilly VA 20151
ATTN: Andrea Hobi
Email: Andrea.Hobi@esci.us

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

ARTICLE 16 - FORCE MAJEURE

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

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

ARTICLE 19 - SEVERABILITY

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

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

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

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

ARTICLE 21 - HEADINGS

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

ARTICLE 22 - MODIFICATIONS

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

ARTICLE 23 - GOVERNING LAW

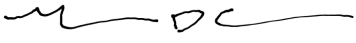
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS


This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: _____
38C546F8869143E...
Printed Name: Mike Cully
Title: Executive Director
LEAGUE OF OREGON CITIES
Dated: 5/27/2020

VENDOR:

DocuSigned by:

Signature: _____
40894A6ABDCF451...
Printed Name: Andrea Hobi
Title: Business Manager
Emergency Services Consulting International
Dated: 5/27/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

ESCI's pricing tables include a GPO discount of 5 percent. The following figures provide pricing based on a number of variables. In some studies, the price varies based on the size of the agency, typically using the number of stations. In others, the figures may list the number of agencies participating in a combined study. Other variables may include the size of the local jurisdiction, anticipated testing candidate pool numbers, and options.

Pricing Schedule for Category 1 Services

Long-Range Master Plan Pricing

Figure 1: Long Range Master Plan Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$51,609	\$48,233
11 to 19	\$62,875	\$58,762
20 to 30	\$75,810	\$70,850
*Add 5% for per 5 stations in excess of 30 stations		
Add On Options		
Communications Add On	\$1,750	\$1,628
EMS Support and Oversight	\$2,750	\$2,558
Haz-Mat Support and Response	\$1,750	\$1,628
Technical Rescue Support and Response	\$1,750	\$1,628
Public Input Meetings	\$2,750	\$2,558
Additional Public Input Meetings if in the same trip as above	\$1,750	\$1,628
<i>An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Customer-Centered Strategic Plan Pricing

Figure 2: Customer-Centered Strategic Plan Pricing

Item	Listed Price	Discounted Price
Strategic Plan and Citizen Forum	\$17,495	\$16,350
Addition trip/Citizen Forum	\$3,000	\$2,790
Additional trip/Presentation	\$3,000	\$2,790
ESCI has found that agencies often benefit from completing an Agency Evaluation, followed by a Strategic Plan to implement the findings of the Evaluation.		
<i>An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Cooperative Efforts Feasibility Study Pricing

Figure 3: Cooperative Efforts Feasibility Study Pricing

Participating Agencies	Listed Price	Discounted Price
2 Agencies, 1 to 10 stations	\$55,343	\$51,171
2 Agencies, 11 to 19 stations	\$69,179	\$64,653
2 Agencies, 20 to 30 stations	\$87,473	\$81,750
*Add 5% for per 5 stations in excess of 30 stations		
When more than two agencies are to participate in the study, ESCI will provide individual pricing for additional agencies.		
<i>An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Community Risk Assessment and Standards of Cover Planning

Figure 4: Community Risk Assessment and Standards of Cover Planning Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$51,317	\$47,960
11 to 19	\$63,732	\$59,563
20 to 30	\$79,308	\$74,120
*Add 5% for per 5 stations in excess of 30 stations		
<i>An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Fire Station Location Pricing

Figure 5: Fire Station Location Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$32,073	\$29,975
11 to 19	\$36,487	\$34,100
20 to 30	\$41,404	\$38,695
*Add 5% for per 5 stations in excess of 30 stations		
<i>An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Agency Evaluation Pricing

Figure 6: Agency Evaluation Pricing

Department Size (Stations)	Listed Price	Discounted Price
1 to 10	\$39,071	\$36,515
11 to 19	\$44,726	\$41,800
20 to 30	\$51,317	\$47,960
*Add 5% for per 5 stations in excess of 30 stations		
<i>An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

ESCI/NFORS Interactive Dashboard Pricing

Figure 7: NFORS Interactive Dashboard Pricing

	Listed Price	Price with ESCI Study	Price as a Standalone Product
Setup fee and 30 days of live CAD streaming following the delivery of the final report or data load if purchased separately.	\$5,000	\$4,250	\$4,750
*Additional subscription rates are available at https://i-psdi.org/ .			

ESCI/Levrum Deployment Analysis and Predictive Modeling

Figure 8: ESCI/Levrum Deployment Analysis and Predictive Modeling

Annual Calls for Service (Up To):	Full Suite Listed Price	Single Component Listed Price	Full Suite Discounted Price	Single Component, Discounted Price
5,000	\$4,000	\$3,000	\$3,600	\$2,700
10,000	\$6,500	\$4,800	\$5,800	\$4,300
20,000	\$9,000	\$6,700	\$8,100	\$6,000
50,000	\$11,500	\$8,600	\$10,300	\$7,700
150,000	\$13,500	\$10,100	\$12,100	\$9,000
500,000	\$15,000	\$11,200	\$13,500	\$10,000

"Full Suite" prices represent prices for complete offerings (historical analysis, deployment modeling, and future event modeling).

"Single Component" prices are for future event modeling tools only, OR for deployment modeling and historical analysis tools only.

50% of the per-engagement price will be credited to purchase of similar products within 18 months of initial ESCI consulting engagement. Additional information is available at <https://www.levrum.com/>.

Figure 9: ESCI/Levrum Software Suites and Licenses

Annual CFS (Up To):	Full Suite Listed Price	Single Component Listed Price	Full Suite Discounted Price	Single Component, Discounted Price
5,000	\$10,300	\$7,725	\$9,270	\$6,901
10,000	\$18,025	\$13,493	\$16,171	\$12,051
20,000	\$30,900	\$23,175	\$27,810	\$20,806
50,000	\$61,800	\$46,350	\$55,620	\$41,715
150,000	\$139,050	\$104,236	\$125,145	\$93,730
500,000	\$154,500	\$115,875	\$139,050	\$104,236

An annual maintenance subscription is included with license fee during the first year and is available at 30% of the license price thereafter. The cost of the license may also be amortized over 3 years with a 5% interest charge. For agencies not wishing to own the license, these products can be delivered via a Software as a Service (SaaS) for 47.5% of the cost of owning the license and included support and initial training.

Pricing Schedule for Category 2 Services

Job Analysis Pricing

Figure 10: Job Analysis Pricing (Per Position)

Department Size (Personnel)	Listed Price	Discounted Price
Up to 75 members	\$5,500	\$5,115
75 to 200 members	\$7,500	\$6,975
More than 200 members	\$10,000	\$9,300
OTHER SERVICES RELATED TO JOB ANALYSIS		PRICE
Consultant travel for on-site work (airfare, hotel, per diem)		At Cost
<i>An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>		

Public Safety Executive Recruitment Services Pricing

Our most popular executive recruitment process includes Executive Search Services that include revising the job profile, placing the advertisement, conducting the recruitment, and screening candidates; conducting a pre-interview questionnaire; and conducting an interview and employment checks.

Some clients occasionally choose a full assessment center in addition to the other steps. The local government's police department can likely do a full background check at a low or no cost; however, ESCI offers that option. Other services proposed, such as assisting your new hire with a transition plan, can be discussed in full at a negotiated cost.

Figure 11: Public Safety Executive Recruitment Services Pricing

Service Description	Population up to 50,000	Population 50,000–100,000	Population over 100,000
Executive Recruitment Services	\$5,000	\$7,500	\$10,000
Pre-assessment questionnaire	\$2,500	\$2,500	\$3,000
Design and conduct interviews/facilitate final recommendation including employment history check	\$7,500	\$7,500	\$10,000
Design and conduct assessment center/facilitate final recommendation including employment history check	\$10,000	\$10,000	\$15,000
Design and conduct interviews PLUS assessment center/facilitate final recommendation including employment history check (OPTION 1)	\$12,500	\$17,500	\$27,000
Background Investigation	\$525/candidate	\$525/candidate	\$525/candidate
<i>An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>			

Entry-Level Exam Pricing

Public Safety Entry-Level Cognitive Ability Exam

Our entrance exam includes the test booklet, on-line study material, and scoring. We price shipping, if needed, at cost.

Figure 12: Firefighter/Police/Sheriff Officer Entry-Level Exam Pricing

Public Safety Entry Level Exam Pricing	Price
Entry-Level Police Officer exam	\$25/candidate
Entry-Level Firefighter exam	\$25/candidate
Entry-Level Sheriff exam	\$15/candidate

	Up to 75 members	75 to 200 members	More than 200 members
Custom Entrance Exam	\$50,000	\$50,000	\$80,000

Other Services Related to Entry Level Exam	Price
Provide a test administrator with on-site test scoring and analysis	\$700 per administrator per day
Consultant travel for above services (airfare, hotel, per diem)	At cost
Provide administrator training	\$200 per training session
Off-site test scoring and analysis	Included in exam cost
Shipping of equipment and/or materials	At cost

An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)

Customized Multiple-Choice Written Exam Pricing for Promotion

Figure 13: Written Multiple-Choice Exam Pricing

Written Multiple-Choice Exam Pricing	Department Size	Listed	Discounted Price
Full Service Written Exam Process: includes the services presented in the scope of work— job analysis review, development and validation of one (1) 100-item exam, test booklets and answer sheets, test administration, appeals process, test scoring and analysis, score reporting	Up to 200 members	\$7,500	\$6,975
	More than 200 members	\$10,000	\$9,300
Written Exam: One (1) 100 item exam (test-writing only)	All sizes	\$5,000	\$4,650

Other Services Related to Written Exams	Price
Consultant travel for on-site work (airfare, hotel, per diem)	At cost

Provide administrator training to local government agency	\$200 per training session
Off-site test scoring and analysis	\$500 per testing process
Shipping of equipment and/or materials	At cost
<i>An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>	

Figure 14: Firefighter/Police/Sheriff Promotional Exams, Off the Shelf

Public Safety Off the Shelf Exam Pricing	Price
Non-customized	\$50/candidate
Customized, up to 15 questions	\$150/candidate
Customized, up to 25 questions	\$300/candidate
Customized, above 25 questions, is priced at full customization above	

Assessment Center/Structured Interview Pricing

Figure 15: Assessment Center/Structured Interview Pricing

Assessment Center/Structured Interview Pricing	Department Size	Listed	Discounted Price
Development and validation of Assessment Center Exercise such as: <ul style="list-style-type: none"> • Role Play Scenario • Emergency Response Scenario • Oral Presentation • In Basket • Writing Exercise 	Up to 200 members	\$5,500 (each exercise)	\$5,115
	More than 200 members	\$8,000 (each exercise)	\$7,440
Development and validation of Structured Panel Interview (in lieu of assessment center)	Up to 200 members	\$10,500	\$9,765
	More than 200 members	\$16,000	\$14,880
Assessment Center or Interview Orientation/ Preparation Training	1 day (up to two sessions per day) Included in Base; \$700 each additional day		
Live Interactive Test Administration and Assessor Training Program	\$1,500 (based on a program lasting up to 5 days)		
Video-based Assessment Fee	\$1,500		
Test Scoring and Analysis	\$1,000		
Candidate Feedback Options	Candidate Score Reports		Included in Base
	Interactive Candidate Feedback		\$50 per candidate
	Comprehensive Written Candidate Feedback		\$200 per candidate
Bundled Assessment Center/Structured Panel Interview Services pricing	\$TBD		
Other Services Related to Assessment Center/Structured Interview			Price
Consultant travel for on-site work (airfare, hotel, per diem)			At cost

Shipping of equipment and/or materials	At cost
USERRA Makeup	\$TBD
Legal Consultation above the limit stated in the scope of work	\$250/hr
<i>An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>	

Physical Abilities Test/CPAT Validation

Figure 16: Physical Abilities/CPAT Validation Pricing

	Up to 75 members	75 to 200 members	More than 200 members
Physical Abilities Exam	\$25,000	\$50,000	\$80,000
CPAT Validation	\$15,000		
An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)			

Supervisory/Leadership Training Pricing

Figure 17: Supervisory/Leadership Training Pricing

Public Safety	Department Size	Listed	Discounted Price
Trainer Fee—includes: <ul style="list-style-type: none"> • Three (3) day course • Two (2) trainers per day 	Up to 200 members	\$5,500	\$5,115
	More than 200 members	\$6,500	\$6,045
Training Manuals/ materials (where applicable)	\$50/student		
Instructor Manuals/Materials (where applicable)	\$75/instructor		
Box Set, Including 2 Instructor Manuals, 15 Student Manuals, 1 Thumb Drive with Course Contents, 2 Certification Exams	\$2,500		
Development of Customized Training Program	Price TBD		
Other Services Related to Public Safety Training			Price
Consultant travel for on-site work (airfare, hotel, per diem)			At cost
Shipping of equipment and/or materials			At cost
<i>An additional 2% discount is provided to members of the International Association of Fire Chiefs (IAFC)</i>			

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

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at <http://>], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

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

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

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

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

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

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

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

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

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

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

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: B782A43AE8664DC9A5F7AC664F725955	Status: Completed
Subject: Please DocuSign: MPA 2035 Between LOC and ESCI - MS FINAL.pdf	
Source Envelope:	
Document Pages: 22	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28

Record Tracking

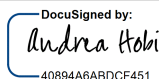
Status: Original	Holder: Bill DeMars	Location: DocuSign
5/27/2020 7:53:54 AM	bill.demars@nppgov.com	

Signer Events

Andrea Hobi
Andrea.Hobi@esci.us
Business Manager

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

40894A6ABDCF451...

Signature Adoption: Pre-selected Style
Using IP Address: 76.105.230.41

Timestamp

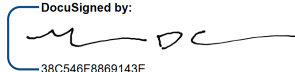
Sent: 5/27/2020 7:56:04 AM
Viewed: 5/27/2020 8:10:24 AM
Signed: 5/27/2020 8:10:58 AM

Electronic Record and Signature Disclosure:

Accepted: 5/27/2020 8:10:24 AM
ID: edb9f486-36f2-427e-87ae-4846928a72f6

Mike Cully
mcully@orcities.org
Executive Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:

38C546F8869143E...

Signature Adoption: Drawn on Device
Using IP Address: 71.63.237.219

Sent: 5/27/2020 8:11:00 AM
Viewed: 5/27/2020 8:55:52 AM
Signed: 5/27/2020 8:56:04 AM

Electronic Record and Signature Disclosure:

Accepted: 5/27/2020 8:55:52 AM
ID: f6e98e21-9368-4a70-866d-e475e99622f0

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/27/2020 8:11:00 AM
Certified Delivered	Security Checked	5/27/2020 8:55:52 AM
Signing Complete	Security Checked	5/27/2020 8:56:04 AM
Completed	Security Checked	5/27/2020 8:56:04 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		