

**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 Station Automation Inc. dba PSTrax ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain Software Solutions for Government, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Software Solutions for Government the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2360 for Software Solutions for Government; and

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

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

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

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2360 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2 – AGREEMENT TO SELL**

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

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

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

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

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

- (i) This Agreement, including Attachments A-E;
- (ii) Attachment F (Additional Vendor Terms of Purchase);
- (iii) The RFP;
- (iv) 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. However, Vendor will have sole discretion not to extend pricing in Attachment A to any Participating Agency that (i) currently has a separate contract (or has had a separate contract with Vendor within the previous 90 days) with Vendor, (ii) chooses to enter a separate contract with Vendor, or (iii) previously had a separate direct contract with Vendor twenty-four (24) months prior to the date such Participating Agency requests to extend the terms of this Agreement. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

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

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA24070, with NPPGov, pursuant to the terms of the RFP.

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

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

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

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party. Agreement Term for Convenience upon sixty (60) days' written notice.

#### **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 Attachments A or F 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. However, Vendor will have sole discretion not to extend pricing in Attachment A to any Participating Agency that (i) currently has a separate contract (or has had a separate contract with Vendor within the previous 90 days) with Vendor, (ii) chooses to enter a separate contract with Vendor.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to the Parties. 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 direct 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. Specifically, Vendor agrees to carry a) Commercial General Liability insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate, b) Professional E&O insurance in the amount of \$2,000,000, and c) Cyber Liability insurance in the amount of \$2,000,000. 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.

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. Specifically, Vendor agrees to carry Workers' Compensation insurance in the amount of \$1,000,000. 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 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 to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, , or (vi) 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. In no event shall Vendor's liability arising out of or related to this Agreement, whether pursuant to this Section 6.1 or otherwise in contract, tort or under any other theory of liability exceed in the aggregate the total annual software license fees paid by Purchaser during the three (3) months immediately preceding the date of the event giving rise to the claim. 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. However, Vendor will have sole discretion not to extend pricing in Attachment A to any Participating Agency that (i) currently has a separate contract with Vendor, (ii) chooses to enter a separate contract with Vendor, or (iii) previous had a separate contract with Vendor twenty-four (24) months prior to the date such Participating Agency requests to extend the terms of this Agreement. 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.

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. For greater clarity, Vendor's software, source code, and any related resources and documentation are confidential. Vendor will retain full rights and ownership to such confidential information. In no event shall Purchaser sell, market, or commercialize Vendor's confidential information or use Vendor's confidential information to create derivative Products and Services or applications.

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

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser and subject to reasonable confidentiality restrictions, may 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 to Purchaser hereunder. 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 for a period of three (3) years after the date of such expiration or termination.

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

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

#### **ARTICLE 15 - NOTICES**

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

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Kevin Toon  
Email: [rfp@ORCities.org](mailto:rfp@ORCities.org)

If to Vendor:

PSTrax  
5837 S. Gallup St.  
Suite 140  
Littleton, CO 80120  
ATTN: Ryan Larson  
Email: [ryan@pstrax.com](mailto:ryan@pstrax.com)

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

[Signature page to follow]

**ARTICLE 24 - COUNTERPARTS**

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

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

PURCHASER:

Signed by:  
Signature: Patricia M. Mulvihill  
0BD4F25C35F54D0...  
Printed Name: Patricia M. Mulvihill  
  
Title: Executive Director  
LEAGUE OF OREGON CITIES  
  
Dated: December 12, 2024 | 7:49 AM PST

VENDOR:

DocuSigned by:  
Signature: Ryan Larson  
1CCACBB8AA9243F...  
Printed Name: Ryan Larson  
  
Title: chief operating officer  
PSTRAX  
  
Dated: December 5, 2024 | 1:15 PM EST

**ATTACHMENT A**

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

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

SOFTWARE SOLUTIONS FOR GOVERNMENT	
Product Category	Percentage (%) off List Price *
Software Solutions	10% Discount on then-current List Pricing. *
Associated Hardware and Ancillary Equipment, Accessories, and Training	10% Discount on then-current List Pricing. *
Other	10% Discount on then-current List Pricing. *

\* Discount is based on then-current list pricing.

**Additional Discounts:**

Organizations that purchase 4 or more modules initially (Vehicle, Station, SCBA, PPE, Asset, Supplies, Controlled Substance) will receive an additional 5% Discount on then-current List Pricing. \*

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement. However, Vendor will have sole discretion not to extend pricing in Attachment A to any Participating Agency that (i) currently has a separate contract (or has had a separate contract with Vendor within the previous 90 days) with Vendor, (ii) chooses to enter a separate contract with Vendor.

**ATTACHMENT B**

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

**ADDITIONAL SELLER WARRANTIES**

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

**ATTACHMENT C**

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

**PARTICIPATING AGENCIES**

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

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

**ATTACHMENT D**

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

**Vendor's Proposal**

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

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

**ATTACHMENT E**

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

**Purchaser's Request for Proposal**

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

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

**ATTACHMENT F**

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

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

[Remainder of page intentionally left blank]



## PSTRAX MASTER AGREEMENT

This Master Agreement (this "Agreement") is entered into by and between Station Automation, Inc. dba PSTRax, a Delaware corporation ("PSTRax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and [Client.Company] ("CLIENT"). PSTRax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

**WHEREAS**, CLIENT desires to obtain access to the hosted "software as a service" modules with respect to automate its operations; and PSTRax wishes to provide the hosted "software as a service" modules to CLIENT, each on the terms and conditions set forth in this Agreement. Any changes to this Agreement shall be mutually agreed upon by the Parties.

**NOW, THEREFORE**, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

1. **INITIAL TERM.** The Initial Term of this Agreement shall be the number of years selected by CLIENT in Exhibit B: Financing Terms. The start date of the Initial Term shall be the date this Agreement is mutually executed by the Parties.
2. **TERMINATION NOTICE.** CLIENT shall be committed to the entirety of the Initial Term and shall be responsible for the fees of all the licensed modules originally purchased in Exhibit A: Modules & Pricing. At the end of the Initial Term (or any subsequent Renewal Term), either Party may notify the other Party upon 30 days written notice of its intent to terminate this Agreement or to make adjustments to the modules originally purchased in Exhibit A: Modules & Pricing.
3. **AUTO RENEWAL.** Upon the expiration of the Initial Term (or any subsequent Renewal Term), and provided neither Party has given Termination Notice, this Agreement shall be automatically renewed for one (1) year Renewal Term at the current per-unit pricing plus any applicable annual price increases (see Section 9 – Annual Increase). This will allow CLIENT to continue using its license(s) without any service interruption. The terms, conditions, and provisions set forth in this Agreement shall remain in effect for the Renewal Term(s).

**4. LICENSED MODULES.** PSTrax is a hosted "software as a service" that consists of several modules. This Agreement grants CLIENT a license to use one or more of the modules. CLIENT has selected the modules it wants to license in Exhibit A: Modules & Pricing. CLIENT has the right to use the modules for the duration this Agreement remains in effect.

**5. ADDITIONAL MODULES.** CLIENT may license additional modules at any time by executing an amendment to this Agreement. If additional modules are licensed in the first year of this Agreement, PSTrax will honor any previous pricing that was provided.

**6. USER LICENSES.** PSTrax does not limit the numbers of users in the system. CLIENT may add as many users as needed. Each user in the PSTrax system will have a unique login and password and role-based security access for each module.

**7. SCOPE OF WORK.** Pricing for each module is determined by the scope of work. The scope of work is based on either the "number of active" stations, vehicles or managed locations. Active means items being actively managed in the system. Active does not include retired items. CLIENT'S initial scope of work is detailed in Exhibit A: Modules & Pricing.

**8. SCOPE OF WORK INCREASES & ANNUAL AUDIT.** CLIENT is able to add stations, vehicles or managed locations into the system at any time throughout the year. Before each anniversary date, PSTrax will perform an audit of CLIENT'S system to compare the "number of active" stations, vehicles or managed locations to the initial scope of work detailed in Exhibit A: Modules & Pricing. Additional charges may apply if the "number of active" stations, vehicles or managed locations exceeds the initial scope of work. PSTrax shall notify CLIENT about any additional charges due to scope of work increases.

**9. ANNUAL INCREASE.** Software license fees may be subject to an annual price increase to account for additional system functionality, cost of business, and inflation. Except for Section 4 – Auto Renewal and Section 9 - Scope of Work Increases, the annual increase to the per-unit pricing will not exceed nine (9) percent compared to the previous year's per-unit pricing unless otherwise specified in this Agreement. CLIENT shall receive written notice of any price increase at least 45 days prior to its renewal date.

**10. CHANGES TO PRICING TERMS.** Occasionally PSTrax makes changes to its pricing terms. With the exception of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Inflation Adjustments, the general pricing terms in Exhibit A: Modules & Pricing shall be "locked in" for the duration of the Initial Term. After the Initial Term, should a change to the pricing terms be necessary, PSTrax shall notify CLIENT at least 60 days prior to any changes occurring.

**11. PAYMENT.** PSTrax shall send invoices to the contact provided by CLIENT in the Invoicing section below. Payment terms for all invoices shall be Net-45 days. Annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties and according to the preferences selected by CLIENT in Exhibit B: Financing Terms. Each year thereafter, the annual software license fees, and any amortized/spread one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date. PSTrax may suspend CLIENT'S license(s) in the event of payment delinquency. In the event this Agreement is terminated, any outstanding unpaid fees shall be due including any amortized/spread one-time implementation fees.

**12. IMPLEMENTATION.** PSTrax shall be responsible for managing the implementation of the modules licensed by CLIENT. This includes set up of the modules, organizing documents provided by CLIENT, configuring modules to CLIENT'S requirements, importing CLIENT'S data, admin training, and assisting with go-live. PSTrax will assign a Project Manager from its team to manage the implementation process and to ensure the project is completed in the agreed upon time period. CLIENT shall provide its existing documentation to PSTrax in a timely manner. CLIENT shall have the opportunity to review and approve the modules prior to go-live.

**13. ONGOING CHANGES & SUPPORT.** As part of CLIENT'S annual software license fees, PSTrax shall provide unlimited ongoing changes and support to CLIENT including configuration, training, technical support and adjustments for the licensed modules.

**14. TRAVEL.** PSTrax shall conduct all implementation, training and support meetings with CLIENT virtually using a video conferencing service. Travel is not anticipated and is not included in the pricing provided. Any travel requested by CLIENT shall be invoiced separately. PSTrax shall have CLIENT approve all travel requests in writing prior to purchasing.

**15. CHANGES TO PLATFORM.** PSTrax is a multi-tenant platform. PSTrax may, in its sole discretion, make any changes to the modules that it deems necessary or useful to maintain or enhance the quality or delivery of PSTrax's products or services to its customers, the competitive strength of, or market for, PSTrax's products or services, the modules' cost efficiency or performance, or to comply with applicable law.

**16. DATA OWNERSHIP & RETENTION.** CLIENT owns its data stored in PSTrax under all circumstances. CLIENT may export its data at any time using the front-end user interface. Upon request, PSTrax will provide CLIENT a copy of its data in digital format. CLIENT may request a copy of its data while this Agreement remains in effect, and up to 36 months after the termination of this Agreement. PSTrax shall retain CLIENT'S data for at least 36 months after the termination of this Agreement, unless CLIENT requests otherwise.

**17. HOSTING SERVICES.** The PSTrax system is hosted by Rackspace Inc. – or a comparable top-tier hosting services provider – and uses commercially reasonable measures to maintain the security, stability and availability of the service. PSTrax and its hosting services provider shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, failure, outages, delay or interruption of service resulting from the hosting services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

**18. FORCE MAJEURE.** PSTrax shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

**19. COMPLIANCE.** CLIENT is responsible for ensuring that its checks and inspections being documented in PSTrax comply with local, state and federal regulations, including, without limitation, NFPA guidelines, Department of Transportation (DOT) guidelines, OSHA guidelines, DEA

requirements, manufacturer recommendations, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ).

**20. INTELLECTUAL PROPERTY.** Except for rights expressly granted under this Agreement, nothing in this Agreement shall function to transfer any of either Party's intellectual property rights to the other Party, and Parties shall retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

**21. CONFIDENTIAL INFORMATION.** The terms, provisions, and conditions of this Agreement and any software, materials, information, files, and documentation provided by one Party to the other Party in connection herewith shall be regarded as confidential and proprietary, and shall be treated and maintained as such. Parties shall not disclose any confidential or proprietary information received from the other Party in connection herewith without the prior written consent of the other Party, except as may be required by law and public records requirements.

**22. USE OF NAME.** CLIENT agrees that PSTrax may identify it as a customer and use CLIENT'S logo in its promotional materials for the purpose of identifying a business relationship only. CLIENT may request that PSTrax stop doing so by submitting an email to [marketing@pstrax.com](mailto:marketing@pstrax.com) at any time. Customer acknowledges that it may take PSTrax up to 30 days to process such request.

**23. DISPUTE RESOLUTION.** The Parties agree to attempt to resolve any disputes amicably by mutual discussion. If the dispute cannot be resolved by mutual discussion, the Parties shall participate in mediation to attempt to resolve the dispute before conducting litigation.

**24. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

**25. LIMITATION OF LIABILITY.** In no event shall PSTrax's liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability exceed in the aggregate the total annual software license fees paid by CLIENT during the three (3) months immediately preceding the date of the event giving rise to the claim.

**26. SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**27. ENTIRETY OF AGREEMENT.** This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter contained herein. Neither party shall be bound by any representation other than as expressly stated in this Agreement, or by a written amendment to this Agreement signed by authorized representatives of the Parties.

**28. ELECTRONIC SIGNATURES.** The Parties may execute this Agreement, including any amendments, by electronic means, including the use of electronic signatures. This Agreement may be signed and delivered in two or more counterparts, all of which when so signed shall have the full force and effect of an original.