

Sixth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Increase and Product Additions

This Amendment to the Master Price Agreement is entered into this 17th day of May 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and FOUTS BROTHERS ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20225 on or about May 26, 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 April 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about April 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about July 20, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about March 10, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about April 15, 2022 and by this reference incorporated herein; and

WHEREAS, due to material cost increases, Vendor desires to increase the List Price for the Apparatus product line and continue a 10% off List Price discount as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to add eight new product options to the product catalog in Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about May 16, 2022 of the price increases and new product additions 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 increases and product additions.

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

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Pricing Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following new pricing:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS. SERVICES. SPECIFICATIONS AND PRICES

Product	List Price	Discount	Net Price
Fouts 2000 Water Tender/Tanker	\$ 392,600.00	10%	\$ 353,340.00
Fouts 3000 Water Tender/Tanker	\$ 425,100.00	10%	\$ 382,590.00
Fouts CJ Series Commercial Chassis Pumper	\$ 418,600.00	10%	\$ 376,740.00
Fouts F.O.U.R. "First Out Utility Rescue"	\$ 339,300.00	10%	\$ 305,370.00
Fouts Type 6 Patrol W/108" Body	\$ 223,600.00	10%	\$ 201,240.00
Fouts Type 6 Patrol W/132" Body	\$ 269,100.00	10%	\$ 242,190.00
Fouts Brush Attack	\$ 236,600.00	10%	\$ 212,940.00
Fouts Light Rescue/Medic	\$ 223,600.00	10%	\$ 201,240.00
Fouts Paramedic Squad, Model C-LA-100	\$ 269,100.00	10%	\$ 242,190.00

2. **Product Additions.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product additions:

ATTACHMENT A

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

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Product	Item Description	List Price	Discount	Net Price
Water Tender/Tanker	Telma Retarder	\$ 27,500.00	10%	\$ 24,750.00
	Locking Rear Differential	\$ 2,624.00	10%	\$ 2,361.60
	CARB Emissions	\$ 4,136.00	10%	\$ 3,722.40
Type 6/ Patrol/ Brush Truck	Darley HM 500 Pump	\$ 37,950.00	10%	\$ 34,155.00
	Super Single Tire Kit	\$ 26,400.00	10%	\$ 23,760.00
	Akron Monitor	\$ 7,480.00	10%	\$ 6,732.00
	Flat bed with Man Wells	\$ 9,020.00	10%	\$ 8,118.00
Additional Options				
	Dodge Chassis in lieu of Ford	\$ 12,500.00	10%	\$ 11,250.00

3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 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.

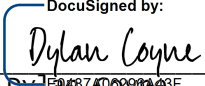
IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date May 19, 2022 | 7:11 PM PDT
BY: Patty Mulvihill
ITS: Interim Executive Director

FOUTS BROTHERS

DocuSigned by:

Date May 17, 2022 | 12:50 PM PDT
BY: Dylan Coyne
ITS: Sales

Certificate Of Completion

Envelope Id: 40B77C2E5ADC48EB8B03EEF6C39D5901

Status: Completed

Subject: Please DocuSign: Amendment 6 Fouts Bros 1905 FINAL.pdf

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Marshall Stiles

AutoNav: Enabled

17930 International Boulevard

Envelopeld Stamping: Enabled

Suite 900

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

SeaTac, WA 98188

marshall.stiles@mynpp.com

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Record Tracking

Status: Original

Holder: Marshall Stiles

Location: DocuSign

5/17/2022 12:11:56 PM

marshall.stiles@mynpp.com

Signer Events

Dylan Coyne

dcoyne@foutsfire.com

Sales

Security Level: Email, Account Authentication
(None)**Signature**

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Sent: 5/17/2022 12:26:22 PM

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Signed: 5/17/2022 12:50:12 PM

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Electronic Record and Signature Disclosure:

Accepted: 4/28/2021 5:04:08 AM

ID: f4450fc0-ced9-4f25-8cec-9d3b03bcd045

Patty Mulvihill

pmulvihill@orcities.org

Interim Executive Director

Security Level: Email, Account Authentication
(None)

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Signed by link sent to pmulvihill@orcities.org

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Electronic Record and Signature Disclosure:

Accepted: 5/19/2022 7:11:37 PM

ID: 63ff7174-9bdc-4abd-b8b3-641e3ab8bda8

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**

Marshall Stiles

marshall.stiles@mynpp.com

Contract Administrator

NPP & NPPGov

Security Level: Email, Account Authentication
(None)

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Sent: 5/17/2022 12:50:13 PM

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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2022 12:26:22 PM
Certified Delivered	Security Checked	5/19/2022 7:11:37 PM
Signing Complete	Security Checked	5/19/2022 7:11:47 PM
Completed	Security Checked	5/19/2022 7:11:47 PM
Payment Events	Status	Timestamps
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