

## **Eighth Amendment to Master Price Agreement for FIRE APPARATUS**

### **Pricing Increase and Product Addition**

This Amendment to the Master Price Agreement is entered into this 1<sup>st</sup> day of December 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, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about September 22, 2022 and by this reference incorporated herein; and

WHEREAS, due to material cost increases, Vendor desires to increase the price for seven products and continue a 10% discount off the List Price on Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to add a new product - Fouts Custom Chassis Pumper - to the product catalog on Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 30, 2022, of the product pricing increases and of the product addition; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the price increases and product addition.

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**

Fouts Brothers is pleased to offer preferred price discount of 10% off the advertised "List Price".

Pricing is for a quantity of One (1) unit. Additional Pricing discounts are negotiable for orders of two (2) or more units.

Product	List Price	Discount	Net Price
Fouts 2000 Water Tender/Tanker	\$ 532,004.00	10%	\$ 483,640.00
Fouts 3000 Water Tender/Tanker	\$ 539,000.00	10%	\$ 490,000.00
Fouts CJ Series Commercial Chassis Pumper	\$ 502,720.00	10%	\$ 457,000.00
Fouts FOUR "First Out Utility Rescue	\$ 274,797.00	10%	\$ 305,370.00
Type 6 Patrol W/ 108" Body	\$ 266,200.00	10%	\$ 242,000.00
Type 6 Patrol W/ 132" Body	\$ 269,500.00	10%	\$ 245,000.00
Fouts Light Rescue/ Medic	\$ 231,000.00	10%	\$ 210,000.00

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

### **ATTACHMENT A**

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

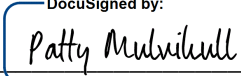
### **PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Product	List Price	Discount	Net Price
Fouts Custom Chassis Pumper	\$ 621,500.00	10%	\$ 565,000.00

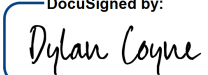
3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement 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 December 5, 2022 | 7:22 AM PST  
BY: Patty Mulvihill  
ITS: Interim Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
Date December 1, 2022 | 7:39 PM PST  
BY: Dylan Coyne  
ITS: Sales

**Certificate Of Completion**

Envelope Id: DEBFCD48BFB470C9DF4B7CC2C87703D

Status: Completed

Subject: Complete with DocuSign: Amendment 8 MPA 1905 Fouts Bros FINAL.pdf

Source Envelope:

Document Pages: 3

Signatures: 2

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Envelope Originator:

Marshall Stiles

17930 International Boulevard

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IP Address: 4.79.109.94

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Status: Original

12/1/2022 12:40:37 PM

Holder: Marshall Stiles

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**Signer Events**

Dylan Coyne

dcoyne@foutsfire.com

Sales

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

DocuSigned by:

  
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Signature Adoption: Pre-selected Style

Using IP Address: 99.122.189.63

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Viewed: 12/1/2022 7:39:27 PM

Signed: 12/1/2022 7:39:41 PM

**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)

DocuSigned by:

  
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Signature Adoption: Pre-selected Style

Using IP Address: 65.152.168.162

Sent: 12/1/2022 2:35:27 PM

Viewed: 12/5/2022 7:21:46 AM

Signed: 12/5/2022 7:22:00 AM

**Electronic Record and Signature Disclosure:**

Accepted: 12/5/2022 7:21:46 AM

ID: 0febcd8d-2370-43ba-a024-fa02383c1e97

**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**

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Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	12/5/2022 7:21:46 AM
Signing Complete	Security Checked	12/5/2022 7:22:00 AM
Completed	Security Checked	12/5/2022 7:22:00 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact National Purchasing Partners:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com)

#### **To advise National Purchasing Partners of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from National Purchasing Partners**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with National Purchasing Partners**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.