

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
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Marshall Stiles
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	17930 International Boulevard
	Suite 900
	SeaTac, WA 98188
	marshall.stiles@mynpp.com
	IP Address: 98.232.37.85


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

DocuSigned by:

 E0487A06296A43F...
 Signature Adoption: Pre-selected Style
 Signed by link sent to dcoyne@foutsfire.com
 Using IP Address: 206.246.226.27

Timestamp

Sent: 5/17/2022 12:26:22 PM
 Viewed: 5/17/2022 12:48:29 PM
 Signed: 5/17/2022 12:50:12 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:

 A49AFD929F7246E...
 Signature Adoption: Pre-selected Style
 Signed by link sent to pmulvihill@orcities.org
 Using IP Address: 65.152.168.162

Sent: 5/19/2022 8:10:04 AM
 Viewed: 5/19/2022 7:11:37 PM
 Signed: 5/19/2022 7:11:47 PM

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)

VIEWED
 Using IP Address: 98.232.37.85

Sent: 5/17/2022 12:50:13 PM
 Viewed: 5/19/2022 8:10:04 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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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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Electronic Record and Signature Disclosure

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