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Ninth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 26th day of April 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 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 June 4, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 September 29, 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 October 27, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price, effective May 5, 2023, with a 5.5% discount off as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 25, 2023, to update the pricing in the price list on Attachment A of the Master Price Agreement; and

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

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 price list:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

npp gov

Pricing listed below reflects the final calculated price of 5.5% off Pierce List

Pricing Effective May 5, 2023

Effective 05/05/2023

1.0 AERIAL PRODUCTS

Bid	ID #	Description	Contract Pricing
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	$1,170,725.15
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	$1,314,843.30
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	$1,394,699.61
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	$1,398,139.18
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	$1,468,881.35
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	$1,706,510.23
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	$1,779,970.99
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	$1,684,519.66
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	$1,393,149.06
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	$1,431,479.40
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	$1,573,075.89
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	$1,713,110.71
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	$1,254,092.83

2.0 PUMPER PRODUCTS

Bid	ID #	Description	Contract Pricing
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	$732,550.63
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	$820,934.21
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	$672,476.61
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	$385,325.61
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	$797,023.65
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	$896,579.98
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	$336,054.60
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	$797,811.33
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	$332,266.15
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	$963,657.95

3.0 TANKER PRODUCTS

Bid	ID #	Description	Contract Pricing
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	$363,473.04
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	$357,179.26
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	$1,131,001.46
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	$1,009,714.35

4.0 SPECIAL SERVICE APPARATUS

Bid	ID #	Description	Contract Pricing
238	5.01	Enforcer, Single, Non-Walk-In, HDR	$735,619.02
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	$803,010.71

256	5.03	Enforcer, Tandem, Combination, HDR	$1,008,251.76
255	5.04	Enforcer, Single, Walk-In, HDR	$997,747.36
254	5.05	Freightliner, Single Axle, ENCORE	$402,564.44
5.0 WILDLAND FIRE APPARATUS (BRUSH FIRE)			
Bid	ID #	Description	Contract Pricing
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	$498,733.63
6.0 OTHER			
Bid	ID #	Description	Contract Pricing
	8.01	Ford, Critical Response Unit, CRU-22	$250,197.00

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

DocuSigned by:
Patricia M. Mulvihill
A49AFD929F7246E...

Date May 5, 2023 | 7:20 AM PDT

BY: Patricia M. Mulvihill
ITS: Executive Director

PIERCE MANUFACTURING, INC.

DocuSigned by:
Summer Munao
B53695F55705415...

Date May 4, 2023 | 7:11 AM PDT

BY: Summer Munao
ITS: Sales Operations Contract Administrator

DocuSign

Certificate Of Completion

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SeaTac, WA 98188
marshall.stiles@mynpp.com
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Signer Events	Signature	Timestamp
Summer Munao smunao@piercemfg.com Sales Operations Contract Administrator Security Level: Email, Account Authentication (None)	DocuSigned by: Summer Munao B53695F55705415... Signature Adoption: Pre-selected Style Using IP Address: 198.190.231.15	Sent: 5/3/2023 12:39:09 PM Viewed: 5/4/2023 7:10:09 AM Signed: 5/4/2023 7:11:35 AM

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Patricia M. Mulvihill pmulvihill@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patricia M. Mulvihill A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 65.152.168.162	Sent: 5/4/2023 9:43:23 AM Viewed: 5/5/2023 7:20:37 AM Signed: 5/5/2023 7:20:48 AM

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Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 4.79.109.94	Sent: 5/4/2023 7:11:36 AM Viewed: 5/4/2023 9:43:23 AM

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Certified Delivered	Security Checked	5/5/2023 7:20:37 AM
Signing Complete	Security Checked	5/5/2023 7:20:48 AM
Completed	Security Checked	5/5/2023 7:20:48 AM

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