

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

### **Pricing Correction**

This Amendment to the Master Price Agreement is entered into this 22<sup>nd</sup> day of April 2025 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, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about December 5, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about April 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about December 27, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 8, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about February 26, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about March 26, 2024, and by this reference incorporated herein; and

WHEREAS, Amendment 11 of this Agreement added eight products, including their original list price, a 10% discount, and the net price after the 10% discount, to the price list in Attachment A; and

WHEREAS, the net price listed for the eight products added in Amendment 11 is incorrect and does not equal 10% off the original list price; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the correct net price for the eight products added in Amendment 11.

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

## AMENDMENT TO MASTER PRICE AGREEMENT

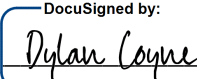
1. **Price Correction.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following pricing:

Product	List	Discount	Net
Fouts 2000 Water Tender/Tanker	\$ 572,000.00	10%	\$ 514,800.00
Fouts 3000 Water Tender/Tanker	\$ 585,200.00	10%	\$ 526,680.00
Fouts CJ Series Commercial Chassis Pumper	\$ 550,000.00	10%	\$ 495,000.00
Fouts FOUR "First Out Utility Rescue"	\$ 382,800.00	10%	\$ 344,520.00
Type 6 Patrol W/ 108" Body	\$ 308,000.00	10%	\$ 277,200.00
Type 6 Patrol W/ 132" Body	\$ 311,300.00	10%	\$ 280,170.00
Fouts Light Rescue/Medic	\$ 292,050.00	10%	\$ 262,845.00
Fouts Custom Chassis Pumper	\$ 783,200.00	10%	\$ 704,880.00

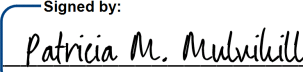
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement 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 April 23, 2025 | 6:21 AM PDT  
E0487A06296A43F...  
 BY: Dylan Coyne  
 ITS: sales

FOUTS BROTHERS

Signed by:  
  
 \_\_\_\_\_ Date April 23, 2025 | 9:01 AM PDT  
0BD4F25C35F54D0...  
 BY: Patricia M. Mulvihill  
 ITS: Executive Director

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

### **Product Addition**

This Amendment to the Master Price Agreement is entered into this 14<sup>th</sup> day of October 2024 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, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about December 5, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about April 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about December 27, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 8, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about February 26, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about March 26, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to add approximately 80 products to the price list on Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 9, 2024, of the product additions to the price list in Attachment A in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following products to the price list:

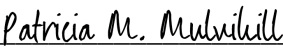
Model	Description	Price	Discount	15% Discount
CTL-MT48 FSS	MCLEOD FIRE TOOL W/48" ASH HANDLE (MUST BE SOLD IN QTY OF 6)	\$ 132.94	15%	\$ 113.00
CTL-CT42FSS	COMBINATION TOOL (SHOVEL & PICK MULTIPURPOSE)	\$ 167.06	15%	\$ 142.00
CTL-FFSHOSS38-FSS	FOREST FIRE SHOVEL SOLID SHANK	\$ 114.12	15%	\$ 97.00
CTL-38PE136	PULASKI W/ 36" STRAIGHT HANDLE 3.75#	\$ 87.06	15%	\$ 74.00
FHU-SPBP	SOFT PACK BRUSH PUMP 5 GALLON CAPACTIY	\$ 325.88	15%	\$ 277.00
PHO-WD881	PHOS-CHEK CLASS A FOAM 5 GALLON PAIL .1% TO 1.0% CONCENTRATE BIODEGRADABLE CONTAINS NO EPA LISTED HAZARDS	\$ 211.76	15%	\$ 180.00
CDC-MS-170	16" HOMEOWNER COMPACT SAW INCLUDES 16" BAR AND CHAIN	\$ 280.65	15%	\$ 238.55
CDC-0000-886-3904	9-LAYER APRON CHAPS 32" LEG LENGTH, ORANGE	\$ 184.19	15%	\$ 156.56
KOC-HWC	HEAVY RUBBER WHEEL CHOCKS 8" X 7" X 10"	\$ 92.94	15%	\$ 79.00
PAR-22-796165	CHAIN 20' X 3/8" GRADE 80	\$ 333.06	15%	\$ 283.10
NUP-69703	30" BOLT CUTTER (69703) HEAVY DUTY	\$ 243.53	15%	\$ 207.00
HASBRA-HB229	1.5" FORESTRY HOSE CLAMP	\$ 68.24	15%	\$ 58.00
KOC-P252-10-A52	PVC SUCTION HOSE 2.5" X 10' NH FEMALE ROCKER LUG TO 2.5" MALE	\$ 384.71	15%	\$ 327.00
KEY-FF10-600PU-WHT-100-ARI	FORESTRY TYPE II 1 X 100' WHITE HOSE ROCKER LUG NPT COUPLING SINGLE JACKET POLYURETHANE LINER	\$ 187.06	15%	\$ 159.00
KEY-FF15-600PU-WHT-100-ARN	FORESTRY TYPE II 1.5 X 100' WHITE HOSE ROCKER LUG NH COUPLING SINGLE JACKET POLYURETHANE LINER	\$ 197.65	15%	\$ 168.00
KEY-FF075-600-WHT-100-GHT	1061 PENCIL LINE WHITE 3/4" X 100' GHT COUPLINGS	\$ 157.65	15%	\$ 134.00
KEY-FF15-600PU-WHT-100-ARN	FORESTRY TYPE II 1.5 X 100' WHITE HOSE ROCKER LUG NH COUPLING SINGLE JACKET POLYURETHANE LINER	\$ 197.65	15%	\$ 168.00
MET-ITEM	KEY-FF15-600PU-WHT-15-ARNFORESTRY TYPE II 1.5"X15' WHITE HOSEROCKER LUG NH COUPLING SINGLE JACKET POLYURETHANE LINER	\$ 176.47	15%	\$ 150.00
CSS-TT300-NST	1" NH WILDLAND NOZZLE TWIN TIP STRAIGHT STREAM & FOG	\$ 609.41	15%	\$ 518.00
TFT-D1040-ID	1" NPSH TWISTER TIP 10 AND 40 GPM @ 100 PSI	\$ 105.88	15%	\$ 90.00
TFT-F2060-IF	1.5" NPSH TWISTER TIP 20 AND 60 GPM @ 100 PSI	\$ 222.35	15%	\$ 189.00
MET-ITEM	TFT-C1040TWISTER TIP .75" GHT 10/40 GPM	\$ 176.47	15%	\$ 150.00
TFT-AYNJ-NF	2.5" FORESTRY GATED WYE 2.5" F NH RL SW INLET X (2) 1.5" M NH OUTLET	\$ 568.24	15%	\$ 483.00
KOC-37R1P1-H52	1" F NPSH RL RIGID X 1" M NH 37R - RIGID ROCKER LUG FEMALE BLACK HC	\$ 31.76	15%	\$ 27.00
KOC-37R11P-H52	1" F NH RL RIGID X 1" M NPSH 37R - RIGID ROCKER LUG FEMALE BLACK HC	\$ 31.76	15%	\$ 27.00
KOC-37R15P15-H52	1.5" FNPSH RL RIGID X 1.5" MNH 37R - RIGID ROCKER LUG FEMALE BLACK HC	\$ 36.47	15%	\$ 31.00
KOC-37R1515P-H52	1.5" FNH RL RIGID X 1.5" MNPSH 37R - RIGID ROCKER LUG FEMALE BLACK HC	\$ 36.47	15%	\$ 31.00
KOC-35R1P1P-H52	1.5" F NPSH X 1.5" F NPSH 35R - DOUBLE SWIVEL ROCKER LUG BLACK HC	\$ 107.06	15%	\$ 91.00
KOC-37RG1P-H52	GHT FM RL RIGID X 1" M NPSH, 37R - RIGID ROCKER LUG FEMALE BLACK HC	\$ 36.47	15%	\$ 31.00
KOC-37R1P15-H52	1" F NPSH RL RIGID X 1.5" M NH 37R - RIGID ROCKER LUG FEMALE BLACK HC	\$ 41.18	15%	\$ 35.00
KOC-36R1P1P-H52	1" M NPSH RL X 1" M NPSH RL 36R - DOUBLE ROCKER LUG BLACK HC	\$ 34.12	15%	\$ 29.00
KOC-35R15P15P-H52	1.5" F NPSH X 1.5" F NPSH 35R - DOUBLE SWIVEL ROCKER LUG BLACK HC	\$ 109.41	15%	\$ 93.00
KOC-37R1PG-H52	1" F NPSH RL RIGID X M GHT 37R - RIGID ROCKER LUG FEMALE BLACK HC	\$ 32.94	15%	\$ 28.00
KOC-37R151P-H52	1.5" F NH RL RIGID X 1" M NPSH 37R - RIGID ROCKER LUG FEMALE BLACK HC	\$ 50.59	15%	\$ 43.00
KOC-37R151-H52	1.5" F NH RL RIGID X 1" M NH 37R - RIGID ROCKER LUG FEMALE BLACK HC	\$ 57.65	15%	\$ 49.00
KOC-37R2515-H52	2.5" F NH RL RIGID X 1.5" M 37R - RIGID ROCKER LUG FEMALE BLACK HC	\$ 58.82	15%	\$ 50.00

TFT-D75D	1" NH RL SW X 1" NH BALL VALVE - 3/4" WATERWAY	\$ 256.47	15%	\$ 218.00
TFT-F100F	1" WATERWAY BALL VALVE 1.5" NH RL SWIVEL INLET X 1.5" NH OUTLET	\$ 380.00	15%	\$ 323.00
ELK-T-464	UNIVERSAL SPANNER WRENCH	\$ 49.41	15%	\$ 42.00
ELK-T-464	UNIVERSAL SPANNER WRENCH	\$ 49.41	15%	\$ 42.00
CTL-FS15FSS	FIRE SWATTER WOODEN HANDLE AKA FIRE FLAPPER *SOLD ONLY IN PACKS OF 6*	\$ 83.53	15%	\$ 71.00
CTL-LW12-52-FSS	FIRE RAKE, 12" HEAD, 52" HANDLE *SOLD ONLY IN PACKS OF 12*	\$ 68.24	15%	\$ 58.00
CTL-FFSHOSS38-FSS	FOREST FIRE SHOVEL SOLID SHANK	\$ 114.12	15%	\$ 97.00
MET-MISC-EQUIPMENT	LOOSE EQUIPMENT	\$5,882.35	15%	\$ 5,000.00
KOC-35R2525-H52	2.5" F NH X 2.5" F NH 35R - DOUBLE SWIVEL ROCKER LUG BLACK HC	\$ 120.00	15%	\$ 102.00
KOC-36R2525-H52	2.5" M NH RL X 2.5" M NH RL 36R - DOUBLE ROCKER LUG BLACK HC	\$ 60.00	15%	\$ 51.00
KOC-S54L445-H52	4" STORZ X 4.5" F NH SW LH S54L - STORZ TO SWIVEL LH BLACK HC	\$ 315.29	15%	\$ 268.00
KOC-S60S54-H52	5" STORZ X 4" STORZ S60S - STORZ TO STORZ BLACK HC	\$ 352.94	15%	\$ 300.00
KOC-KS34-KBR	SET OF (4) STORZ X SPANNER WRENCH W/ HOLDER K-BRITE	\$ 194.12	15%	\$ 165.00
MET-HYDRANT/SPANNER SET IG	ONE ADJUSTABLE HYDRANT WRENCH TWO 2.5" SPANNERS AND MOUNT		15%	\$ -
ELK-S-454	ADJUSTABLE HYDRANT WRENCH	\$ 163.53	15%	\$ 139.00
ELK-T-464	UNIVERSAL SPANNER WRENCH	\$ 49.41	15%	\$ 42.00
KOC-K48-P18	SPANNER/HYDRANT WRENCH HOLDER HOLDS (2)SPANNERS/(1) HYDRANT BLACK PC	\$ 82.35	15%	\$ 70.00
KOC-BS60-P09	6" F NH BARREL STRAINER SILVER PC	\$ 322.35	15%	\$ 274.00
KEY-DP17-100S-YLW-50-ARN	COMBAT SNIPER 1.75" X 50' YELLOW HOSE ROCKER LUG NH COUPLING HEAVY DUTY DOUBLE JACKET NITRILE WEAVE/PVC TUBE	\$ 314.12	15%	\$ 267.00
KEY-DP17-100S-RED-50-ARN	COMBAT SNIPER 1.75" X 50' RED HOSE ROCKER LUG NH COUPLING HEAVY DUTY DOUBLE JACKET NITRILE WEAVE/PVC TUBE	\$ 314.12	15%	\$ 267.00
KEY-DP25-800-WHT-50-ARN	BIG-10 - 2.5" X 50' WHITE HOSE ROCKER LUG NH COUPLING HEAVY DUTY DOUBLE JACKET EPDM RUBBER LINER	\$ 248.24	15%	\$ 211.00
KEY-RC40-500-YLW-100-STZ	PRO FLOW LDH 4" STZ X 100' YELLOW HOSE 4" STORZ COUPLING NITRILE/PVC RUBBER SUPPLY HOSE	\$ 865.88	15%	\$ 736.00
KEY-RC40-500-YLW-25-STZ	PRO FLOW LDH 4" STZ X 25' YELLOW HOSE 4" STORZ COUPLING NITRILE/PVC RUBBER SUPPLY HOSE	\$ 432.94	15%	\$ 368.00
TFT-AXD1SP-NX-F	LOW PROFILE BALL INTAKE VALVE 4" STORZ RIGID X 6" NH SWIVEL FRONT CRANK	\$3,140.00	15%	\$ 2,669.00
TFT-A01SP	BLIND CAP 4" STORZ W/ LANYARD LOCK NOT INCLUDED BLACK IN COLOR	\$ 144.71	15%	\$ 123.00
TFT-AYNJ-NF	2.5" FORESTRY GATED WYE 2.5" F NH RL SW INLET X (2) 1.5" M NH OUTLET	\$ 568.24	15%	\$ 483.00
TFT-GF3D1S	1.5" F NH G-FORCE NOZZLE ONE PIECE WITH SLIDE VALVE & PISTOL GRIP SELECTABLE 30-60- 95-125-150 GPM @ 75 PSI SPINNING TEETH	\$1,089.41	15%	\$ 926.00
HASBRA-HB228-5	5" HOSE CLAMP SCREW TYPE	\$1,015.29	15%	\$ 863.00
MET-MR-PAC TRAC IG	PAC TRAC INSTALLED PER COMPARTMENT. INCLUDES (2) PAC-1004-PT MOUNTS AND 3M DIAMOND GRADE STRIPING		15%	\$ -
MET-LABOR	LABOR	\$ 3.29	15%	\$ 2.80
MET-MR-ASSY PARTS	PARTS AND MATERIALS	\$ 3.29	15%	\$ 2.80
PAC-1004-PT	HANDLELOK STRAP MOUNT GRIP RANGE .125" - 1.75" INCLUDES HARDWARE	\$ 42.35	15%	\$ 36.00
PAC-7000	120" PAC TRACK MOUNTING BOARD 6063-T5 MIL FINISH	\$ 296.46	15%	\$ 251.99
SEN-25F	2.5" DOUBLE FEMALE MOUNT POST	\$ 47.06	15%	\$ 40.00
SEN-25M	2.5" DOUBLE MALE MOUNT POST	\$ 47.06	15%	\$ 40.00
SEN-SH-2	DUAL STORZ MOUNT DUAL ADAPTER HOLDER 4" / 5"	\$ 118.82	15%	\$ 101.00
SEN-SH1	SINGLE STORZ MOUNT SINGLE ADAPTER HOLDER 4" / 5"	\$ 84.71	15%	\$ 72.00
SPC-RMP4906AC	2.5" NH SCREW PLATE CHROME	\$ 38.82	15%	\$ 33.00
MET-CHASSIS HANDLING FEE	HANDLING FEE FOR NEW CHASSIS	\$ 588.24	15%	\$ 500.00
MET-BT-HD ELECTRICAL IG	HEAVY DUTY ELECTRICAL SYSTEM		15%	\$ -
MET-LABOR	LABOR	\$ 3.29	15%	\$ 2.80
PJP-404-1231-032	SOLENOID, TROMBETTA	\$ 225.88	15%	\$ 192.00
ORE-PEK PKCOAX	MOBILE POWER	\$ 387.06	15%	\$ 329.00
MET-LABOR 1	LABOR TO INSTALL CUSTOMER SUPPLIED EXTENDEBED , WIRE IN INVERTER, RUN 120V & 12V INTO BED FOR SLIDE OUT	\$4,743.53	15%	\$ 4,032.00
MET-BT-LETTERING	LETTERING AND STRIPING DIAMOND GRADE PER FIRE DEPT SPEC	\$2,823.53	15%	\$ 2,400.00

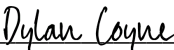
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement 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

Signed by:  
  
Date October 15, 2024 | 8:04 AM PDT  
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BY: Patricia M. Mulvihill  
ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
Date October 15, 2024 | 5:27 AM PDT  
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BY: Dylan Coyne  
ITS: Sales

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

### **Product Addition**

This Amendment to the Master Price Agreement is entered into this 25<sup>th</sup> day of March 2024 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, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about December 5, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about April 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about December 27, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 8, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about February 26, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to the price list on Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about March 20, 2024, of the product addition to the price list on Attachment A in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

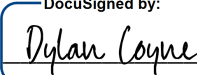
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

Product	List Price	Discount	Net Price
Fouts 132" Rescue: Ford F-550 Crew Cab, 132" Aluminum Enclosed Body, Transverse front compartment, Roll up doors for compartments, NFPA Warning Light package, Kussmaul system, and rear hitch	\$ 322,000	10%	\$ 289,800

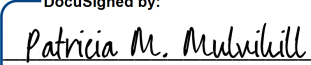
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement 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 March 26, 2024 | 4:44 AM PDT  
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 BY: Dylan Coyne  
 ITS: sales

FOUTS BROTHERS

DocuSigned by:  
  
 \_\_\_\_\_ Date March 26, 2024 | 7:22 AM PDT  
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 BY: Patricia M. Mulvihill  
 ITS: Executive Director

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

### **Product Addition**

This Amendment to the Master Price Agreement is entered into this 22<sup>nd</sup> day of February 2024 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, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about December 5, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about April 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about December 27, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about February 8, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to add approximately eight products to the price list on Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about February 21, 2024, of the product additions to the price list on Attachment A in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

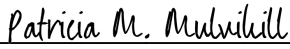
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product additions:

Product	List Price	Discount	Net Price
4000 Gallon Demo Tanker T880 chassis, Qmax 1500 GPM pump, and 4000 Gallon Poly tank	\$680,000	10%	\$612,000
Q2B 2 Foot Switches and 1 brake	\$6,850	10%	\$6,165
Automatic Tire Chains	\$6,200	10%	\$5,580
Additional Shelves and Tool boards in Rescue Style Body	\$40,000	10%	\$36,000
SAM Pump option	\$100,000	10%	\$90,000
SAM Smart Nozzels	\$15,000	10%	\$13,500
Additional Shelves and Tool boards in Tanker Style Body	\$36,000	10%	\$32,400
Akron Electric Deck Gun	\$15,876	10%	\$14,289


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 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 February 26, 2024 | 8:06 AM PST  
0BD4F25C35F54D0...  
 BY: Patricia M. Mulvihill  
 ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
 Date February 23, 2024 | 5:00 AM PST  
E0487A06296A43F...  
 BY: Dylan Coyne  
 ITS: Sales

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

### **Product Additions**

This Amendment to the Master Price Agreement is entered into this 8<sup>th</sup> day of February 2024 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, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about December 5, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about April 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about December 27, 2023, and by this reference incorporated herein; and

WHEREAS, Vendor desires to add three products 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 February 6, 2024, of the product additions to Attachment A in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. 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	List Price	Discount	Net Price
<b>Fouts 4000 Water Tender/Tanker</b> - T880 Kenworth Tandem rear axle chassis, Hale QMax 1500 Midship pump, Akron Valves, 4000-gallon poly water tank, Rear 4" tank fill, manual 180 degree 10" stainless steel swivel dump valve, 4000-gallon aluminum frame portable tank, rear view camera w/7" monitor, Whelen LED warning light package	\$ 585,200.00	10%	\$ 532,000.00
<b>Fouts Quick Attack</b> - Ford F-Series 4x4 chassis, 12,000 lbs. Winch, class V rear receiver hitch with plug, center console, Kussmaul battery conditioner Auto Eject, Skid design rear pump with a gas motor, Akron Valves, Hannay Booster Reel w/150' of 1" hose, 300-gallon poly water tank, 10 gallon foam tank, Aluminum body, satin finish roll-up doors, Whelen LED warning light package	\$ 377,660.00	10%	\$ 339,900.00
<b>Fouts Brush Truck</b> -Ford F-Series 4x4 chassis, 12,000 lbs. Winch, class V rear receiver hitch with plug, center console, Kussmaul battery conditioner Auto Eject, Skid design rear pump with a gas motor, Foam System, Akron Valves, Hannay Booster Reel w/150' of 1" hose, 300-gallon poly water tank, 10 gallon foam tank, Aluminum Flat bed body, Aluminum box compartments, Whelen LED warning light package	\$ 290,000.00	10%	\$ 261,000.00

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 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:  
Patricia M. Mulvihill Date February 8, 2024 | 3:11 PM PST  
0BD4F25C35F54D0...  
BY: Patricia M. Mulvihill  
ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
Dylan Coyne Date February 8, 2024 | 11:18 AM PST  
E0487A06296A43F...  
BY: Dylan Coyne  
ITS: Sales

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

### **Pricing Update**

This Amendment to the Master Price Agreement is entered into this 22<sup>nd</sup> day of December 2023 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, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about December 5, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about April 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2023, and by this reference incorporated herein; and

WHEREAS, due to material cost increases, Vendor desires to increase the price for eight 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 has provided notice, on or about July 17, 2023, of the product price increase in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** 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.

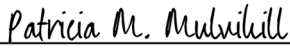
### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Product	List Price	Discount	Net Price
Fouts 2000 Water Tender/Tanker	\$ 572,000.00	10%	\$ 520,000.00
Fouts 3000 Water Tender/Tanker	\$ 585,200.00	10%	\$ 532,000.00
Fouts CJ Series Commercial Chassis Pumper	\$ 550,000.00	10%	\$ 500,000.00
Fouts FOUR "First Out Utility Rescue"	\$ 382,800.00	10%	\$ 348,000.00
Type 6 Patrol W/ 108" Body	\$ 308,000.00	10%	\$ 280,000.00
Type 6 Patrol W/ 132" Body	\$ 311,300.00	10%	\$ 283,000.00
Fouts Light Rescue/ Medic	\$ 292,050.00	10%	\$ 265,500.00
Fouts Custom Chassis Pumper	\$ 783,200.00	10%	\$ 712,000.00


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 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 27, 2023 | 1:28 PM PST  
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 BY: Patricia M. Mulvihill  
 ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
 \_\_\_\_\_ Date December 27, 2023 | 5:58 AM PST  
E0487A06296A43F...  
 BY: Dylan Coyne  
 ITS: sales

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

### **Pricing Update**

This Amendment to the Master Price Agreement is entered into this 17<sup>th</sup> day of July 2023 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, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about December 5, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about April 20, 2023, and by this reference incorporated herein; and

WHEREAS, due to material cost increases, Vendor desires to increase the price for three 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 has provided notice, on or about July 17, 2023, of the product price increase in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** 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.

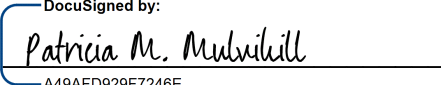
### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Product	List Price	Discount	Net Price
Foust FOUR "First Out Utility Rescue	\$ 351,000.00	10%	\$ 315,900.00
Fouts Brush Attack	\$ 250,000.00	10%	\$ 225,000.00
Fouts Light Rescue/ Medic	\$ 255,000.00	10%	\$ 229,500.00

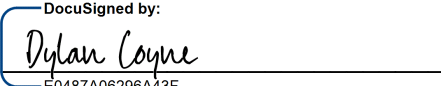
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement 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 July 21, 2023 | 11:34 AM PDT  
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 BY: Patricia M. Mulvihill  
 ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
 \_\_\_\_\_ Date July 18, 2023 | 5:34 AM PDT  
E0487A06296A43F...  
 BY: Dylan Coyne  
 ITS: sales

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

### **Product Addition**

This Amendment to the Master Price Agreement is entered into this 19<sup>th</sup> day of April 2023 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, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about December 5, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product – Dodge Chassis - 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 April 18, 2023, of the product addition to Attachment A; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** 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.

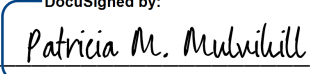
### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Product	List Price	Discount	Net Price
Dodge Chassis	\$ 20,000.00	10%	\$ 18,000.00
Dodge Chassis Truck	\$ 83,500.00	10%	\$ 75,150.00

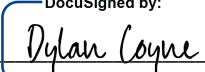
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement 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 April 20, 2023 | 1:13 PM PDT  
 BY: Patricia M. Mulvihill  
 ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
 Date April 19, 2023 | 2:37 PM PDT  
 BY: Dylan Coyne  
 ITS: sales

## **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:  
Patty Mulvihill Date December 5, 2022 | 7:22 AM PST  
BY: Patty Mulvihill  
ITS: Interim Executive Director

FOUTS BROTHERS

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

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

### **Product Addition**

This Amendment to the Master Price Agreement is entered into this 22<sup>nd</sup> day of September 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, Vendor desires to add two 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 September 29, 2022 to add two new product options in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** 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.

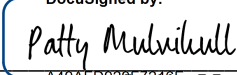
### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Product	Item Description	List Price	Discount	Net Price
Water Tender/Tanker	Spartan FC-94	\$ \$195,000	10%	\$ 175,500
	Kenworth T880	\$ \$145,000	10%	\$ 130,500

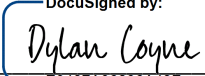
- 2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price 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 September 22, 2022 | 4:59 PM PDT  
 BY: Patty Mulvihill  
 ITS: Interim Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
 Date September 21, 2022 | 6:11 PM PDT  
 BY: Dylan Coyne  
 ITS: sales

## **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 17<sup>th</sup> 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**

<b>Product</b>	<b>Item Description</b>	<b>List Price</b>	<b>Discount</b>	<b>Net Price</b>
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

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

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 14<sup>th</sup> day of April 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, Vendor desires to add a new product to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 13, 2022 to add product 4000 Gallon Water Tanker with a 10% discount to Attachment A in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **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.

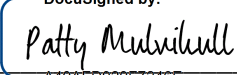
### PRODUCTS. SERVICES. SPECIFICATIONS AND PRICES

Product	List Price	Discount	Net Price
<b>4,000 Gallon Water Tender/Tanker:</b> T880 Kenworth tandem rear axle, Hale PTO 500GPM – 1500GPM Pump, Akron Valves, 4000-gallon poly water tank, Rear 4" and 2.5" Direct tank fill, 180 degree 10" stainless steel swivel dump valve, 4000 -gallon aluminum frame portable tank, rear view camera w/7" monitor, Whelen LED warning light package.	\$581,100.00	10%	\$ 522,990.00

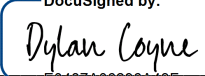
- 2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price 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 April 15, 2022 | 5:24 AM PDT  
 BY: Patty Mulvihill  
 ITS: Interim Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
 Date April 14, 2022 | 7:57 AM PDT  
 BY: Dylan Coyne  
 ITS: sales

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

### **Pricing Increase and Product Line Additions**

This Amendment to the Master Price Agreement is entered into this 10<sup>th</sup> day of March 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 28, 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, 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 two new products - Hale SmartFoam System and FC94 - to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about March 7, 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 line 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 Description	List Price
Fouts CJ Series Commercial Chassis Pumper	\$ 405,600.00
Fouts 2000 Water Tender/Tanker	\$ 373,100.00
Fouts 3000 Water Tender/Tanker	\$ 386,100.00
Fouts F.O.U.R. "First Out Utility Rescue"	\$ 326,300.00
Fouts Type 6 Patrol W/108" Body	\$ 210,600.00
Fouts Type 6 Patrol W/132" Body	\$ 221,000.00
Fouts Brush Attack	\$ 204,100.00
Fouts Light Rescue/Medic	\$ 217,100.00

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**

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.

<b>PRODUCT</b>	<b>LIST PRICE</b>
Hale SmartFoam System	\$ 7,800.00

<b>CHASSIS OPTIONS</b>	<b>LIST PRICE</b>
FC94	\$120,000.00 increase add to base truck price

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:  
Patty Mulvihill Date March 10, 2022 | 7:34 PM PST  
BY: Patty Mulvihill  
ITS: Interim Executive Director

FOUTS BROTHERS

DocuSigned by:  
Dylan Coyne Date March 10, 2022 | 1:07 PM PST  
BY: Dylan Coyne  
ITS: sales

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

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 19<sup>th</sup> day of July, 2021 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, 2021 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, Vendor desires to add a new product to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about July 15, 2021 to add product Fouts Brothers Paramedic Squad, Model C-LA-100 with a 10% discount to the product catalog in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **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.

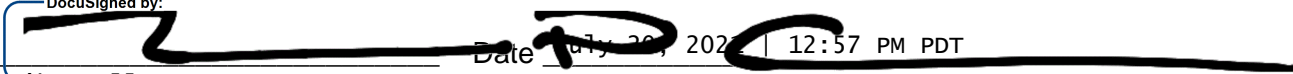
### PRODUCTS. SERVICES. SPECIFICATIONS AND PRICES

Product	List Price	Discount	Net Price
<b>Fouts Brothers Paramedic Squad, Model C-LA-100</b> - Ford F-450 4-Door chassis, class V rear receiver hitch with plug, center counsel, Kenwood Dual Radio Package, Sigtronics 4-Position Intercom, 111" Galvanneal Steel body, Pan Type Flush Doors Opticom Emitter, Scene Lighting, Whelen LED warning light package.	\$236,564.95	10%	\$212,908.46

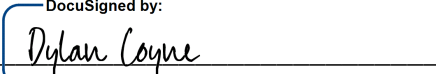
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2021 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement 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 July 20, 2021 | 12:57 PM PDT  
BY: Mike Curry  
ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
Date July 20, 2021 | 5:11 AM PDT  
BY: Dylan Coyne  
ITS: sales

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

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 28 day of April, 2021 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, Vendor desires to add a two new chassis options to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, due to manufacture cost increase Vendor desires to update the list price for the Traffic Advisor option as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 27, 2021, to add products Kenworth T440 and Kenworth T880 with a 10% discount to the product catalog and to update the list price of the Traffic Advisor option in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

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

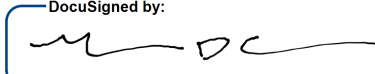
Chassis Options	List Price	Discount	Net Price
Kenworth T440	\$39,500.00 increase add to base truck price	10%	\$35,550.00
Kenworth T880	\$64,650.00 increase add to base truck price	10%	\$58,185.00

Additional Options	List Price	Discount	Net Price
Traffic Advisor	\$5,380.00	10%	\$4,842.00

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 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:  
  
38C548F2809143E...

Date April 28, 2021 | 2:53 PM PDT

BY: Mike Cully  
ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
E0487A06296A43F...

Date April 28, 2021 | 1:53 PM PDT

BY: Dylan Coyne  
ITS: sales

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

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 28 day of April, 2021 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, Vendor desires to add a new product to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 26, 2021, to add product High Water Rescue with a 10% discount to the product catalog in the Master Price Agreement; and

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

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

## AMENDMENT TO MASTER PRICE AGREEMENT

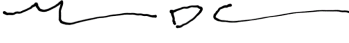
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

Product	List Price	Discount	Net Price
<b>High Water Rescue</b> - M1078 LMTV 4x4 Chassis, GASOLINE PORTABLE PUMP, A DARLEY model number 2BE 18 Vanguard gasoline powered, skid, Two (2) Hannay Wet Booster Reels, 500 Gallon Water Tank, FRC Crestlight Brow Light	\$238,000.00	10%	\$214,200.00


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 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 April 28, 2021 | 6:20 AM PDT  
BY: Mike Cully  
ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
Date April 28, 2021 | 5:05 AM PDT  
BY: Dylan Coyne  
ITS: sales

**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 FOUTS BROTHERS ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain FIRE APPARATUS, 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 FIRE APPARATUS 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. 1905 for FIRE APPARATUS; 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. 1905 (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 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 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. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

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;
- (ii) The RFP;
- (iii) 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. 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 and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement 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.

#### **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 Attachment A 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.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. 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 cause 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. 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 and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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. 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 of, or 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 in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) 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. 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. 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.

11.2 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.

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

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time 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 hereunder or otherwise relate to the performance of this Agreement by Vendor. 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.

#### **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: Jamie Johnson-Davis  
Email: [rfp@ORCities.org](mailto:rfp@ORCities.org)

If to Vendor:

FOUTS BROTHERS  
138 Roberson Mill Rd  
Milledgeville GA 31061  
ATTN: Dylan Coyne  
Email: [dcoyne@foutsfire.com](mailto:dcoyne@foutsfire.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**

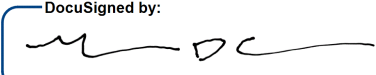
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

**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:

DocuSigned by:  
  
Signature: \_\_\_\_\_  
38C346F8809143E...  
Printed Name: Mike Cully

Title: Executive Director  
LEAGUE OF OREGON CITIES

Dated: 5/26/2020

VENDOR:

DocuSigned by:  
  
Signature: \_\_\_\_\_  
E0487A06296A43F...  
Printed Name: Dylan Coyne

Title: Sales  
FOUTS BROTHERS

Dated: 5/26/2020

**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.

<b>Product Description</b>	<b>List Price</b>
<b>Fouts CJ Series Commercial Chassis Pumper</b> – T370 Kenworth single rear axle chassis, Hale QMAX-XS 1500 GPM, Akron Valves, 1000-gallon poly water tank, Amdor satin finish roll-up doors, LED compartment lights, Whelen LED warning light, rear camera w/7" monitor, Alco-Lite ground ladders.	\$366,600.00
<b>Fouts 2000 Water Tender/Tanker</b> – T370 Kenworth single rear axle chassis, Hale APS 500 PTO driven pump, Akron Valves, 2000-gallon poly water tank, Rear 4" tank fill, manual 180 degree 10" stainless steel swivel dump valve, 2100-gallon aluminum frame portable tank, rear view camera w/7" monitor, Whelen LED warning light package.	\$275,600.00
<b>Fouts 3000 Water Tender/Tanker</b> - T370 Kenworth single rear axle chassis, Hale MBP 1000 PTO driven pump, Akron Valves, 3000-gallon poly water tank, Rear 4" tank fill, manual 180 degree 10" stainless steel swivel dump valve, 3000-gallon aluminum frame portable tank, rear view camera w/7" monitor, Whelen LED warning light package.	\$309,249.00
<b>Fouts F.O.U.R. "First Out Utility Rescue"</b> - Ford F-550 4-Door 4x4 chassis, 12,000 lbs. Warn Winch, class V rear receiver hitch with plug, center counsel, Kussmaul Pump Plus 1000 battery conditioner W/20 amp Auto Eject, Hale DSD 1500 GPM Split Shaft Driven Pump, Akron Valves, Hale TRV 120, Hannay Booster Reel w/100' of 1" hose, Hale SmartFoam 2.1 Foam System, 285-gallon poly water tank, 15 gallon foam tank, 108" Aluminum body, satin finish roll-up doors, Whelen LED warning light package.	\$275,600.00
<b>Fouts Type 6 Patrol W/108" Body</b> - Ford F-550 4-Door 4x4 chassis, 12,000 lbs. Warn Winch, class V rear receiver hitch with plug, center counsel, Kussmaul Pump Plus 1000 battery conditioner W/20 amp Auto Eject, CET Gas Driven Pump, Honda gas motor, Akron Valves, Hannay Booster Reel w/150' of 1" hose, Scotty Foam System, 300-gallon poly water tank, 10 gallon foam tank, 108" Aluminum body, satin finish roll-up doors, Whelen LED warning light package.	\$178,100.00
<b>Fouts Type 6 Patrol W/132" Body</b> - Ford F-550 4-Door 4x4 chassis, 12,000 lbs. Warn Winch, class V rear receiver hitch with plug, center counsel, , CET Gas Driven Pump, Honda gas motor, Akron Valves, Hannay Booster Reel w/150' of 1" hose, Scotty Foam System, 300-gallon poly water tank, 10 gallon foam tank, 132" Aluminum body, satin finish roll-up doors, Whelen LED warning light package.	\$184,100.00

<b>Fouts Brush Attack</b> - Ford F-550 2-Door 4x4 chassis equipped with <b>Super Singles</b> , 12,000 lbs. Warn Winch, class V rear receiver hitch with plug, center counsel, , CET Gas Driven Pump, Honda gas motor, Akron Valves, Hannay Booster Reel w/150' of 1" hose, Bumper mounted TFT remote controlled monitor. Scotty Foam System, 300-gallon poly water tank, 10-gallon foam tank, Flat Bed Aluminum locker compartments, Whelen LED warning light package.	\$178,100.00
<b>Fouts Light Rescue/Medic</b> - Ford F-550 4-Door 4x4 chassis, class V rear receiver hitch with plug, center counsel, 108" Aluminum body, Slide Master 100% rear slide try, satin finish roll-up doors, Whelen LED warning light package.	\$152,100.00

## Fouts Brothers Optional Equipment

Product	Item Description	List Price
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## Water Tender/Tanker Options

Hale SmartFoam System	\$	7,800.00
(2) Pole Lights	\$	5,200.00
Hydrant Spanner Set	\$	520.00
6' Fiberglass Pike Pole	\$	156.00
8' Fiberglass Pike Pole	\$	162.50
LED Tank Level Indicator on rear	\$	780.00
Hosebed Divider	\$	1,560.00
12', 24', 10' Ladders w/ Brackets	\$	3,250.00
Q2B Siren	\$	3,900.00
(4) SCBA Compartments	\$	2,600.00

## Commercial Pumper Options

Hale SmartFoam System	\$	9,100.00
(2) Pole Lights	\$	5,200.00
Hydrant Spanner Set	\$	520.00
6' Fiberglass Pike Pole	\$	156.00
8' Fiberglass Pike Pole	\$	162.50
LED Tank Level Indicator on rear	\$	780.00
Q2B Siren	\$	3,900.00

## Type 6/Patrol Option

CAFS System	\$	45,500.00
Darley Vanguard Gas Pump 375 GMP	\$	14,300.00
Darley Kubota Diesel Pump	\$	24,700.00
(2) Pole Lights	\$	5,200.00
(3) SCBA Compartments	\$	3,250.00

Fouts F.O.U.R

(2) Pole Lights	\$	5,200.00
Additional Hosebed Divider	\$	1,560.00

Additional Options

12,000 lb Warn Winch	\$	3,022.50
Go Light	\$	1,560.00
Traffic Advisor	\$	2,210.00
(2) Akron Scene Star 12V LED 14K Lumens	\$	3,900.00

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at [http:](http://)], as may be updated from time to time. [ A current list may be obtained from 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.**

## Certificate Of Completion

Envelope Id: 2BB6A337CCF44A1A8703F7DFB90CA1C0	Status: Completed
Subject: Please DocuSign: MPA 1905 Between LOC and Fouts FINAL.pdf	
Source Envelope:	
Document Pages: 18	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28


## Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
5/24/2020 9:38:29 AM	bill.demars@nppgov.com	

## Signer Events

Dylan Coyne  
dcoyne@foutsfire.com  
Sales  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
E0487A06296A43F...  
Signature Adoption: Pre-selected Style  
Using IP Address: 40.132.67.9

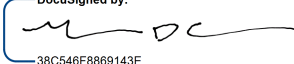
## Timestamp

Sent: 5/24/2020 9:42:18 AM  
Viewed: 5/26/2020 6:10:26 AM  
Signed: 5/26/2020 6:13:02 AM

## Electronic Record and Signature Disclosure:

Accepted: 5/26/2020 6:10:26 AM  
ID: cd71eb38-1ae4-40b8-8389-63c760dec7dd

Mike Cully  
mcully@orcities.org  
Executive Director  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
38C546F8869143E...  
Signature Adoption: Drawn on Device  
Using IP Address: 71.63.237.219

Sent: 5/26/2020 6:13:03 AM  
Viewed: 5/26/2020 1:10:26 PM  
Signed: 5/26/2020 1:10:40 PM

## Electronic Record and Signature Disclosure:

Accepted: 5/26/2020 1:10:26 PM  
ID: 965713c2-6e4e-46b0-ad10-da1a91a9a10d

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

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	5/26/2020 6:13:03 AM
Certified Delivered	Security Checked	5/26/2020 1:10:26 PM
Signing Complete	Security Checked	5/26/2020 1:10:40 PM
Completed	Security Checked	5/26/2020 1:10:40 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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