

**AMENDMENT NO. 1 TO COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
FREIGHTLINER OF ARIZONA, LLC**

THIS AMENDMENT NUMBER 1 TO COOPERATIVE PURCHASING AGREEMENT (this "Amendment") is between the City of Tolleson, an Arizona municipal corporation (the "City") and Freightliner of Arizona, LLC, an Arizona limited liability company (the "Contractor") and shall become effective (the "Effective Date") upon the date this Agreement is signed by both Parties.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~ font.

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement dated December 10, 2024, based upon the State of Arizona through its Department of Transportation (the "Contract"), for the purchase of Medium and Heavy Duty Cabs, Chassis and Busses ("Services"). The terms of the Agreement are incorporated herein by reference.

B. The City has determined that additional and Services are necessary.

C. The City and the Contractor desire to enter into this Amendment to increase the compensation authorized by the Agreement for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. The parties agree to amend Paragraph 3 Term of the Agreement as follows:

3. Compensation. The City's payments to the Contractor (if any) shall not exceed an aggregate amount of ~~\$250,000.00~~ **\$550,000.00** for each fiscal year, July 1st through June 30th, for the Services at payment rates that shall be agreed upon by the parties.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

4. Disengagement. In the event the Contract is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of City data to the City.

5. Survival. The obligations of Contractor under this Section shall survive the termination of the Contract.

6. Conflict of Interest. This Amendment and the Agreement may be cancelled by the City pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Contractor”

FREIGHTLINER OF ARIZONA, LLC,
an Arizona limited liability company

By:_____

Name:_____

Title:_____