

**AMENDMENT NO. 1 TO COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
MATLICK ENTERPRISES DBA UNITED FIRE EQUIPMENT COMPANY**

THIS AMENDMENT NUMBER 1 TO COOPERATIVE PURCHASING AGREEMENT (this "Amendment") is between the City of Tolleson, an Arizona municipal corporation (the "City") and Matlick Enterprises dba United Fire 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 September 26, 2024, based upon the State of Arizona through its Department of Environmental Quality (the "Contract"), for the purchase of Emergency Response, Firefighting and Safety Equipment and Supplies. The terms of the Agreement are incorporated herein by reference.

B. The City has determined that additional Materials and Services (the "Additional Materials 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 Materials and 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 shall pay Contractor for the Term, if any, an annual aggregate amount not to exceed ~~\$100,000.00~~ **\$250,000.00** for Equipment and Supplies.

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. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott” of goods and services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

5. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City’s action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

6. 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.

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

8. 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”

MATLICK ENTERPRISES DBA UNITED FIRE EQUIPMENT COMPANY,
an Arizona corporation,

By:_____

Name:_____

Title:_____