

**AMENDMENT NO. 1 TO THE COOPERATIVE PROCUREMENT AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
CAPITAL PUMP & EQUIPMENT, LLC**

THIS AMENDMENT NUMBER 1 TO THE COOPERATIVE PROCUREMENT AGREEMENT (this "Amendment") between the City of Tolleson, an Arizona municipal corporation (the "City") and Capital Pump & Equipment, LLC, an Arizona limited liability company (the "Contractor"), (collectively, "the parties"), is hereby entered into and shall be effective on the last signature date set forth below.

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 on May 8, 2025 (the "Agreement"), based upon ESC Region 19 Allied States Cooperative, as amended, (the "Cooperative Contract") for Maintenance, Repair and Operation (MRO) Equipment, Supplies, Materials and Services ("Equipment and Services"). The terms of the Agreement and the Cooperative Contract, and any amendments thereto, are incorporated herein by reference.

B. The City has determined that additional Equipment and Services are necessary and desires to increase the compensation paid to Contractor.

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 Compensation of the Agreement, as follows:

3. Compensation. The City's payments to the Contractor (if any) shall not exceed an aggregate amount of ~~\$100,000.00~~ **\$300,000.00** for each fiscal year, July 1st through June 30th, for the Equipment and 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. Conflict of Interest. This Amendment and the Agreement may be canceled by the City pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

“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”

CAPITAL PUMP & EQUIPMENT, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

Date