

**AMENDMENT NO. 1 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
BORDER STATES INDUSTRIES, INC.**

THIS AMENDMENT NUMBER 1 TO THE COOPERATIVE PURCHASING AGREEMENT (this “Amendment”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Border States Industries, Inc., a North Dakota corporation, (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 April 30, 2025 (the “Agreement”) to provide Maintenance, Repair and Operation (MRO) Equipment, Supplies, Materials and Services (“Materials and Services”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

B. The City and the Contractor desire to amend the Agreement to increase the compensation paid to the 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 8 Compensation of the Agreement, as follows:

8. Compensation. The City shall pay Contractor for the Term and for each an annual aggregate amount not to exceed ~~\$100,000.00~~**\$150,000.00** for the Materials and/or Services at the 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.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

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”

BORDER STATES INDUSTRIES, INC.,
a North Dakota corporation

By: _____

Name: _____

Its: _____

DATE