

**AMENDMENT NO. ONE TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
SEA-WESTERN, INC.**

THIS AMENDMENT NUMBER ONE TO THE COOPERATIVE PURCHASING AGREEMENT (this "Amendment") between the City of Tolleson, an Arizona municipal corporation (the "City") and SEA-WESTERN, INC., a Washington 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 July 3, 2025 (the "Agreement") based upon the State of Utah ("AGENCY") entered into Contract No. MA4493, dated March 5, 2024, as amended, (collectively, the "Cooperative Contract") for the Contractor to provide Public Safety Uniform Gear and Equipment ("Materials, Services and/or Supplies"). 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 Materials, Services and/or Supplies 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 shall pay Contractor for the Term and for each an annual aggregate amount not to exceed \$100,000.00 for the Materials, Services and/or Supplies at the rates that shall be agreed upon by the parties. Commencing with the fiscal year July 1, 2025 through June 30, 2029, the City's payments to the Contractor, if any, shall not exceed an aggregate amount of \$200,000.00 for each fiscal year, for the Materials, Services and/or Supplies at the rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit

multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

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”

SEA-WESTERN, INC., a Washington corporation

By: _____

Name: _____

Its: _____

Date