

**AMENDMENT NO. 3 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
WEST YOST & ASSOCIATES, INC.**

THIS AMENDMENT NO. 3 TO THE COOPERATIVE PURCHASING AGREEMENT (this “Third Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and WEST YOST & ASSOCIATES, INC., a California 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 10, 2024 (the “Agreement”) based upon the City of Tempe Contract No. T23-107-01, as amended (collectively, the “Cooperative Contract”), for Contractor to provide Program Management and Implementation Services to Operationalize SCADA Master Plan services (“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 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 Commencing with the fiscal year July 1, 2024~~5~~ through June 30, 2025~~6~~, the City’s payments to the Contractor, if any, shall not exceed an aggregate amount of ~~\$200,000.00~~**\$350,000.00** for each fiscal year, for the Services 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. The parties agree to amend Pierce Coleman PLLC notice address in Paragraph 15 of the Agreement as follows:

With copy to: Pierce Coleman PLLC
~~7730 East Scottsdale Road, Suite 105~~
17851 N. 85th Street, Suite 175
Scottsdale, Arizona ~~85260~~85255
Attn: Justin Pierce, City Attorney

3. 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.

4. Non-Default. By executing this Third 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 Third 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 Third Amendment are forever waived.

5. Conflict of Interest. This Third Amendment and the Agreement may be canceled by the City pursuant to A.R.S. § 38-511.

[SIGNATURE APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Third 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”

WEST YOST & ASSOCIATES, INC.,
a California corporation

By: _____
Name: _____
Its: _____

DATE