

**AMENDMENT NO. 2 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
FERGUSON ENTERPRISES, LLC**

THIS AMENDMENT NO. 2 TO THE COOPERATIVE PURCHASING AGREEMENT (this “Second Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and FERGUSON ENTERPRISES, LLC, a Virginia 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 January 15, 2025 (the “Agreement”) based upon the Arizona Department of Administration (“AGENCY”) Contract No. CTR074549, as amended, (collectively, the “Cooperative Contract”), for Contractor to provide Facilities and Building Supplies (“Materials and 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 and Supplies (the “Additional Materials and Supplies”) are necessary.

C. The City has determined that it wishes to increase the compensation of the Agreement.

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:

2. 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 annual aggregate amount not to exceed ~~\$200,000.00~~**\$300,000.00** for the Materials and Supplies at the rates that shall be agreed upon by the parties.

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 Second 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 Second 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 Second Amendment are forever waived.

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

[SIGNATURES ON FOLLOWING PAGE.]

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

FERGUSON ENTERPRISES, LLC,
a Virginia limited liability company

By: _____
Name: _____
Its: _____

Date