

**AMENDMENT NO. 2 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
SANDS MOTOR COMPANY**

THIS AMENDMENT NUMBER 2 TO THE COOPERATIVE PURCHASING AGREEMENT (this “Amendment”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Sands Motor Company, an Arizona corporation, (the “Vendor”), (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 Vendor entered into a Cooperative Purchasing Agreement on February 21, 2025 (the “Agreement”) based upon the State of Arizona through its Department of Transportation and Vendor entered into Contract No. CTR059324, as amended, (collectively, the “Cooperative Contract”), for New Vehicle Purchases (“Vehicles”). 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 vehicles (the “Vehicles”) are necessary.

C. The City and the Contractor desire to enter into this Amendment to increase the compensation authorized by the Agreement for Vehicles.

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 Vendor hereby agree as follows:

1. The parties agree to amend Paragraph 3 of the Agreement as follows:

3. Compensation. The City shall pay Vendor an annual aggregate amount not to exceed ~~\$100,000.00~~ **\$200,000.00** for the Vehicles.

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 Vendor 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

“Vendor”

SANDS MOTOR COMPANY,
an Arizona corporation

By: _____
Name: _____
Its: _____

DATE