

JUN -7 2016

Contract No. C2016-186.1

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
REDBURN TIRE COMPANY**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of June 16, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Redburn Tire Company, an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Western States Contracting Alliance ("WSCA") through its lead state, the State of Utah, entered into Contract No. MA210, dated April 1, 2012, as amended by Amendment No. 3, dated April 1, 2015, and Amendment No. 4, dated March 30, 2016 (collectively, the "Master Agreement"), with Bridgestone Americas Tire Operations, LLC, a Delaware limited liability company ("Bridgestone"), for the purchase of tires, tubes and services. A copy of Amendment No. 4 is attached hereto as Exhibit 1 and incorporated herein by reference.

B. As a participating entity of WSCA, the State of Arizona (the "State") entered into Participating Addendum Contract No. ADSPO12-021289, dated May 31, 2012, as amended by Change Order No. 1, dated June 8, 2012, Change Order No. 2, dated June 12, 2012, Change Order No. 3, dated August 22, 2012, Change Order No. 4, dated March 13, 2013, Change Order No. 5, dated August 29, 2013, Change Order No. 6, dated October 25, 2013, Change Order No. 7, dated October 17, 2013, Change Order Nos. 8, 9 and 10, dated March 21, 2014, Change Order No. 11, dated March 31, 2015, and Change Order No. 12, dated February 19, 2016 (collectively, the "State Addendum"), with Bridgestone for the purchase of tires, tubes and services. A copy of Change Order No. 12 is attached hereto as Exhibit 2 and incorporated herein by reference.

C. The Town and the Contractor, an authorized supplier for Bridgestone, entered into a Cooperative Purchasing Agreement dated September 22, 2015 (the "Agreement"), based upon the Master Agreement and State Addendum, for the Contractor to provide the Town with tires, tubes and services (the "Materials and Services"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

D. The Town has determined that additional Materials and Services by the Contractor are necessary (the "Additional Materials and Services").

E. The Town and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement and (ii) provide for the cost of and purchase additional Materials and Services.

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 Town and the Contractor hereby agree as follows:

1. Term of the Agreement. The term of this Agreement is hereby extended and shall remain in full force and effect until March 31, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement, Master Agreement or State Addendum. After the expiration of this renewal term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Master Agreement or State Addendum has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Master Agreement and State Addendum), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The initial term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Compensation. For each Renewal Term, the Town shall pay Contractor an aggregate amount not to exceed \$8,000.00 for the Materials and Services at the unit rates as set forth in the Master Agreement and State Addendum, resulting in an increase of the total compensation from \$8,000.00 to an aggregate amount not to exceed \$32,000.00.

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 First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First 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 First Amendment are forever waived.

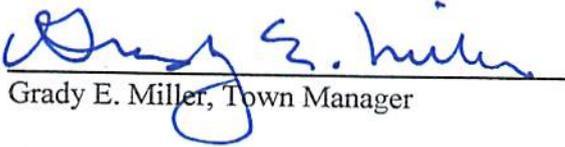
5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

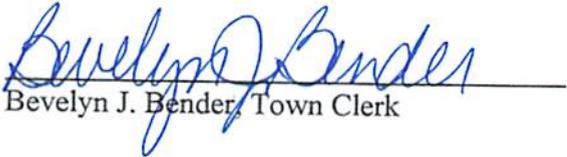
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation


Grady E. Miller, Town Manager

ATTEST:


Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 20, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.




Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Contractor"

REDBURN TIRE COMPANY,
an Arizona corporation

By: JD Chastain

Name: J D CHASTAIN

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 6-8-16, 2016, before me personally appeared JD Chastain, the President of REDBURN TIRE COMPANY, an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.



[Signature]
Notary Public

“Contractor”

REDBURN TIRE COMPANY,
an Arizona corporation

By: *JD Chaplin*

Name: *JD CHAPLIN*

Title: *President*

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On *6-9-16*, 2016, before me personally appeared *JD Chaplin*,
the *President* of REDBURN TIRE COMPANY,
an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to
be the person who he/she claims to be, and acknowledged that he/she signed the above document
on behalf of the corporation.



(Affix notary seal here)

[Signature]
Notary Public

EXHIBIT 1
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
REDBURN TIRE COMPANY

[WSCA Amendment No. 4]

See following page.



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 4

CONTRACT # MA210

Original Starting Date: 04/01/2012

Expiration Date: 03/31/2019

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: SAME

Effective Date of Amendment:

Potential Renewal Options Remaining:

The contract is amended to: Price decrease of 4.39% from April 1, 2016 through March 31, 2017. Please provide the following contact information.

Table with 4 columns: Name, Phone Number, Email Address, and General Contact/Sales Contact/Quarterly Report Contact.

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Linda Alberstadt 3-30-16 Contractor's Signature Date

Kent Beers Director 3/30/2014 State of Utah Division of Purchasing Date

Linda Alberstadt Contractor's Name (Print)

AMENDMENT REVIEWED BY: Chelvin

Manager, Purchase Resale, Light Truck Fleet, Military, Government Title (Print)

Table with 5 columns: Purchasing Agent, Phone #, e-mail, Fax #, Contract #.

EXHIBIT 2
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
REDBURN TIRE COMPANY

[State Change Order No. 12]

See following page.



Contract Change Order Summary

Contract No.: ADSPO12-021289

Change Order No.: 12

Date: February 19, 2016

Arizona Department of
Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

WSCA Tires, Tubes & Services PA

DIVISION OF BRIDGESTONE FIRESTONE NORTH AMERICAN T

1. The above mentioned contract is hereby amended as follows:
 - a. In accordance with Special Terms and Conditions paragraph 3, Term of Contract, the term of the contract shall be extended an additional twelve (12) months through 3/31/2017.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.