

**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES**

THIS FIRST AMENDMENT TO SERVICES AGREEMENT FOR DEMAND RESPONSE SERVICES ("First Amendment") is made and entered into this 1st day of September, 2015, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and ValuTrans Holding, LLC, an Arizona Limited Liability Corporation ("Operator").

RECITALS

A. WHEREAS, on September 2, 2014, the Maricopa City Council approved a Services Agreement for Demand Response Transit Services with Total Transit, Inc., an Arizona corporation ("Agreement") to provide City Transit Services.

B. WHEREAS, on October 21, 2014, the City Council approved a Consent to Assignment of Services Agreement for Demand Response Transit Services ("Consent"), which assigned the Agreement to Operator for insurance purposes;

C. WHEREAS, the Request for Proposal granted to City the option to extend the Original Term of the Agreement for two (2) additional one (1) year terms; and,

D. WHEREAS, the City believes the public interest can best be served by extending the Original Term of the Agreement for two (2) additional one (1) year terms.

AGREEMENT

NOW, THEREFORE, the parties specifically agree to amend the Agreement approved on September 2, 2014 and the Consent approved on October 21, 2014 as follows:

1. Section 1 of the Agreement shall be amended to replace the 2015 – 2016 Price Sheet set forth in Exhibit A with the 2015 – 2016 and 2016 – 2017 Price Sheets attached hereto as Exhibit 1, which is incorporated herein by reference.

2. Section 2 of the Agreement shall be amended reflect that the term shall be extended for two (2) additional one (1) year terms, beginning October 1, 2015, and terminating on September 30, 2017 ("Renewal Terms"), upon the same terms and conditions set forth in the Agreement approved on September 2, 2014, the Consent approved on October 21, 2014, and this First Amendment.

3. Section 3 of the Agreement shall be amended to reflect that, in no event, shall the total compensation under this Agreement exceed TWO HUNDRED FOUR THOUSAND FOUR HUNDRED and 00/100 Dollars (\$204,400.00) for 2015 - 2016 and TWO HUNDRED TEN THOUSAND FIVE HUNDRED and 00/100 Dollars (\$210,500.00) for 2016 – 2017. Exhausting the total amount payable for activities described in Section 1, as amended above, shall not relieve Company of its obligations to perform such services. Should City request additional services beyond those specified in Section 1, Company shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Company performing the additional services. If any such

requested change would cause an unanticipated increase in the cost of, or the time required for, the performance or any part of the work under this Agreement, the parties shall meet to negotiate an equitable adjustment to Company's rate, and the Agreement shall be amended accordingly in compliance with the City Code.

4. All other terms and conditions of the Agreement are to continue in full force and effect as stated and agreed to in the Agreement approved on September 2, 2014, the Consent approved on October 21, 2014, and this First Amendment.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed by their duly authorized representatives as of the day and year first above written.

OPERATOR

ValuTrans Holding, LLC, an Arizona Limited Liability Corporation

By: _____

Its: _____

CITY OF MARICOPA

an Arizona municipal corporation

Christian Price, Mayor

ATTEST:

Vanessa Bueras, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT 1
Price Sheets

Optional second year (2nd) if contract is recommended and approved for renewal

PRICE SHEET

2015 – 2016 BUDGET	
SUBSTANCE ABUSE PROGRAM	
Collection Site	\$
Medical Review Officer	\$
Laboratory Testing	\$ 500
Related Travel	\$
OPERATING BUDGET	
Driver/Dispatcher Salaries	\$ 68,870
Fringe Benefits	\$ 16,011
Uniform Purchase	\$ 1,000
Cell Phone Service	\$ 1,440
Operating Supplies	\$ 117,110

Total Bid: \$ 204,400

Note: 2016-2017 pricing sheet is available upon request

Optional third year (3nd) if contract is recommended and approved for renewal

PRICE SHEET

2016 – 2017 BUDGET	
SUBSTANCE ABUSE PROGRAM	
Collection Site	\$
Medical Review Officer	\$
Laboratory Testing	\$ 515
Related Travel	\$
OPERATING BUDGET	
Driver/Dispatcher Salaries	\$ 70,860
Fringe Benefits	\$ 16,474
Uniform Purchase	\$ 1,028
Cell Phone Service	\$ 1,482
Operating Supplies	\$ 120,141

Total Bid: \$ 210,500