

**CONSENT TO ASSIGNMENT OF SERVICES AGREEMENT
FOR DEMAND TRANSIT SERVICES**

THIS CONSENT TO ASSIGNMENT OF SERVICES AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICES ("Consent") is made and entered into this 21st day of October, 2014, by and between the CITY OF MARICOPA, Arizona, an Arizona municipal corporation ("City"), and Total Transit, Inc., an Arizona corporation ("Assignor").

RECITALS

A. On September 2, 2014, the Maricopa City Council approved an Agreement with Assignor to provide City Transit Services ("Agreement").

B. Pursuant to the Agreement, neither party may assign or transfer such party's rights or obligations under this Agreement without the prior written consent of the other party.

C. The City recently received notice from Assignor that for insurance purposed ValuTrans Holding, LLC, an Arizona limited liability company ("Assignee"), should be listed as the provider of these services.

D. Assignee is an affiliated company and under common ownership of Assignor and was reference in Assignor's original proposal to the City.

E. The City is willing to consent to such an assignment under the stipulations and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, the City hereby consents to assignment of the Agreement from Assignor to Assignee subject to the following:

1. Assignor shall remain responsible for fulfillment of all duties, responsibility and liability under the Agreement in the event that Assignee is unable or unwilling to perform.

2. Assignee shall assume any and all responsibility for all duties, responsibilities, and liabilities of Assignor under the Agreement.

3. Assignee shall obtain, execute and/or produce all documents required of the Assignor under the Agreement including but not necessarily limited to:

- a. Insurance Certificates as set forth in Article 12; and
- b. Licenses and Permits as set forth in Article 21.

The City's consent shall not be effective until such time as Assignee obtains and/or delivers the documents set forth above. The above notwithstanding, upon delivery by Assignee of the

Insurance Certificates as required by the Agreement and this Assignment, Assignor shall be relieved of the obligation to provide the same.

4. All other terms and conditions of the original Agreement are to continue in full force and effect as stated and agreed to in the Agreement dated September 2, 2014 as if fully set forth herein.

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

Total Transit, Inc.
an Arizona corporation

By: [Signature]
Title: CEO

ValuTrans Holdings, LLC
an Arizona limited liability company

By: [Signature]
Title: Managing Partner

CITY OF MARICOPA
an Arizona municipal corporation

[Signature]
Christian Price
Mayor

ATTEST:

[Signature]
Vanessa Bueras
City Clerk



APPROVED AS TO FORM:

[Signature]
City Attorney