

**SECOND AMENDMENT TO
AGREEMENT FOR DEMAND RESPONSE SERVICES**

THIS SECOND AMENDMENT TO SERVICES AGREEMENT FOR DEMAND RESPONSE SERVICES ("Second Amendment") is made and entered into this 20th day of September, 2016, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and Total Transit Enterprises, LLC, an Arizona Limited Liability Company ("Company").

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 ValuTrans Holding, LLC, an Arizona limited liability company, for insurance purposes;

C. WHEREAS, on September 1, 2015, the Maricopa City Council approved the First Amendment to the Agreement to extend the Original Term of the Agreement for two (2) additional one (1) year terms ("First Amendment"); and,

D. WHEREAS, on June 7, 2016, the City Council approved a Consent to Assignment of Services Agreement for Demand Response Transit Services, which assigned the Agreement, as amended by the First Amendment, to Company due to a company restructuring ("Second Consent"); and

E. WHEREAS, the City and Company desire to amend the Agreement and First Amendment to allow transit services based on six (6) hours of Route Deviation Service per day rather than four (4) hours and to adjust the compensation related thereto.

AGREEMENT

NOW, THEREFORE, the parties specifically agree to amend the Agreement approved on September 2, 2014, the Consent approved on October 21, 2014, the First Amendment approved on September 1, 2015 and the Second Consent approved on June 7, 2016 as follows:

1. Section 1 of the Agreement, including Exhibit A, Exhibit B and Exhibit C, shall be amended to include Route Deviation Service for six (6) hours per day.

2. Section 3 of the Agreement shall be amended to reflect that, in no event, shall the total compensation under this Agreement exceed TWO HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$231,500.00) 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.

3. 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, the First Amendment approved on September 1, 2015, the Second Consent approved on June 7, 2016 and this Second Amendment.

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

COMPANY

Total Transit Enterprises, LLC, an
Arizona Limited Liability Company

By: _____
Its: _____

CITY OF MARICOPA

an Arizona municipal corporation

Christian Price, Mayor

ATTEST:

Vanessa Bueras, City Clerk

APPROVED AS TO FORM:

City Attorney