

**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 1st day of June, 2016, by and between the CITY OF MARICOPA, Arizona, an Arizona municipal corporation ("City"), ValuTrans Holding, LLC, an Arizona limited liability company ("Assignor") and Total Transit Enterprises, LLC, an Arizona limited liability company ("Assignee").

**RECITALS**

A. 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. On October 21, 2014, the Maricopa City Council approved a Consent to Assignment of Services Agreement for Demand Response Transit Services, which assigned the Agreement to Assigner for insurance purposes;

C. On September 1, 2015, the Maricopa City Council approved the First Amendment to the Agreement which extended the term of the Agreement to September 30, 2017 ("First Amendment").

D. 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.

E. The City recently received notice from Assignor that due to a company restructuring, Transit Enterprises, LLC ("Assignee"), should be listed as the provider of these services.

F. Assignee is an affiliated company and under common ownership of Assignor.

G. 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 Assigner 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, the Consent to Assignment dated October 21, 2014 and the First Amendment dated September 1, 2015 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.

**ASSIGNOR:**

ValuTrans Holdings, LLC  
an Arizona limited liability company

By:   
Title: CFO

**ASSIGNEE:**

Total Transit Enterprises, LLC  
an Arizona limited liability company

By:   
Title: President

**CITY OF MARICOPA**  
an Arizona municipal corporation

Christian Price, Mayor

**ATTEST:**

Vanessa Bueras, City Clerk

**APPROVED AS TO FORM:**

City Attorney