

**FIRST AMENDMENT TO  
AGREEMENT FOR SERVICES**

THIS FIRST AMENDMENT TO SERVICES AGREEMENT FOR DEMAND RESPONSE SERVICES ("First Amendment") is made and entered into this 1<sup>st</sup> 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 (2<sup>nd</sup>) if contract is recommended and approved for renewal

**PRICE SHEET**

| 2015 – 2016 BUDGET             |            |
|--------------------------------|------------|
| <b>SUBSTANCE ABUSE PROGRAM</b> |            |
| Collection Site                | \$         |
| Medical Review Officer         | \$         |
| Laboratory Testing             | \$ 500     |
| Related Travel                 | \$         |
| <b>OPERATING BUDGET</b>        |            |
| 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 (3<sup>rd</sup>) if contract is recommended and approved for renewal

**PRICE SHEET**

| 2016 – 2017 BUDGET             |            |
|--------------------------------|------------|
| <b>SUBSTANCE ABUSE PROGRAM</b> |            |
| Collection Site                | \$         |
| Medical Review Officer         | \$         |
| Laboratory Testing             | \$ 515     |
| Related Travel                 | \$         |
| <b>OPERATING BUDGET</b>        |            |
| 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**