

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF APACHE JUNCTION AND CENTRAL ARIZONA COUNCIL ON DEVELOPMENTAL DISABILITIES

THIS AMENDMENT is made and entered into this 7 day of June, 2022 ("the Execution Date") by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and CENTRAL ARIZONA COUNCIL ON DEVELOPMENTAL DISABILITIES, a 501(c)(3) not for profit corporation ("Contractor"), collectively referred to as the "Parties" or individually as a "Party".

RECITALS

A. The Parties entered into an agreement for senior transportation services (the "Agreement") on August 28, 2017 for a year, and then with the automatic four (4) one-year renewal periods, have a final end date of June 30, 2022.

B. Beyond that date City will still need senior transportation services for meals, medical and shopping outings.

C. The Parties desire to extend the term of the Agreement for another six (6) years through the end of fiscal year 2027-2028.

D. Due to the increased cost of fuel and other inflationary operational expenses the transportation costs in Exhibit A need to be adjusted.

E. Formal procurement for the services provided under this Agreement are categorically exempted.

F. This First Amendment sets forth the renewal terms.

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

Section 2. PRICES: Prices shall be governed under attached Exhibit A "Transportation Costs".

Section 3. CONTRACT TERM: This Agreement shall be effective beginning on July 1, 2022 and shall remain in full force and effect through June 30, 2023, with five (5) additional one year renewal periods with the final end date of June 30, 2028, subject to the early termination option in § 16 Termination of Contract (90 day written notice of intent to terminate). However, no later than 90 calendar days before the end of the second and fourth year this First Amendment is in effect (*i.e.*, April 2, 2024 and April 2, 2026), Contractor has the right to notify City of a proposed price increase. If the Parties agree to a price increase, the terms shall

be reduced to writing in the form of a subsequent amendment to the Agreement. Should the negotiations fail, this First Amendment will be deemed terminated immediately after June 30, 2024 or June 30, 2026, as applicable, without the necessity of a notice of intent to terminate by either Party.

Section 12. SUCCESSORS & ASSIGNS: City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in this Agreement. Neither Party to the contract shall assign the contract as a whole or delegate the duties hereunder, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it without the previous written consent of City.

Except as expressly amended herein, all other terms and provisions of the Agreement executed by the Parties shall remain in full force and effect.

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

CONTRACTOR:

**CENTRAL ARIZONA COUNCIL ON
DEVELOPMENTAL DISABILITIES, a
501(c)(3) not for profit corporation**

Douglas Bacon
By: *DOUGLAS BACON*
Its: Executive Director

CITY:

**CITY OF APACHE JUNCTION, an
Arizona municipal corporation**

Chip Wilson
By: Walter "Chip" Wilson
Its: Mayor

ATTEST:

Jennifer Pena
Jennifer Pena
City Clerk

APPROVED AS TO FORM:

 5.24.22

R. Joel Stern
City Attorney

EXHIBIT A

Transportation Costs

- 1. TOTAL COST OF SERVICES:** In accordance with the terms and condition of this Agreement, City shall compensate Contractor for senior transportation services in amount not to exceed \$70,000 per year. This total is reliant on receiving all anticipated gift and grant funds and program revenue to supplement the City's expenses.
- 2. SENIOR TRANSPORTATION COST (HOME TO MGC):** Senior transportation from clients' home to and from the Multi-Generational Center ("MGC") shall be charged at a rate of \$17.50 per client per round trip. The route shall be coordinated by the Parties and shall run Monday through Friday all the days that the senior congregate meal program operates. A minimum of six (6) clients shall be charged each day that transportation to the MGC occurs.
- 3. SENIOR TRANSPORTATION COSTS (ADDITIONAL):** Senior transportation to and from medical and shopping trips shall be charged at a rate of \$6 per mile and \$25 per hour for each trip. Trips shall be scheduled on a case-by case basis with the Contractor only as funds are available.