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

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 2026, ("the Execution Date") by and between CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation ("City"), and CENTRAL ARIZONA COUNCIL ON DEVELOPMENTAL DISABILITIES, a 501(c)(3) not-for-profit corporation ("Contractor" or "CACDD"), sometimes each collectively referred to as the "Parties" or individually as the "Party".

RECITALS

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

B. The Parties entered into a First Amendment beginning on July 1, 2022, ending on June 30, 2028 with one-year automatic renewal options being exercised.

C. To address an increase in fuel and other inflationary operational expenses, the Parties entered into a Second Amendment beginning on May 21, 2024, ending on June 30, 2028 with one-year automatic renewal options being exercised.

D. To address the continued increase in fuel and other inflationary operational expenses, the Parties would like to enter in a Third Amendment beginning on July 1st, 2026 ending on June 30th 2027 with five (5) additional one-year renewal periods.

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 a third time as follows:

Section 2. PRICES. Prices shall be governed under attached Exhibit A "Transportation Costs", for general cost of services, senior transportation costs (trip from home to multi-generational center and back) and additional medical/shopping trips.

Section 3. CONTRACT TERM. This Third Amendment to the Agreement shall be effective beginning on July 1, 2026 and shall remain in full force and effect through June 30, 2027, with five (5) additional one-year renewal periods with the final end date of June 30, 2033, subject to the early termination option in Section 16, Termination of Contract (90 day written notice of intent to terminate).

Except as expressly amended herein, all other terms and provisions of the Agreement shall remain in full force and effect until the Agreement is terminated.

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, ARIZONA, an Arizona municipal corporation

By: Walter "Chip" Wilson
Its: Mayor

ATTEST:

Yvette McKinney
City Clerk

APPROVED AS TO FORM:

5-26-26

R. Joel Stern
City Attorney

EXHIBIT A
TRANSPORTATION COSTS

1. TOTAL COST OF SERVICES: In accordance with the terms and conditions of this Agreement, City shall compensate Contractor for the senior transportation services in an amount not to exceed $ 80,000 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 (TRIP HOME TO MGC AND BACK): Senior transportation from client's home to and from the Multi-Generational Center ("MGC") shall be charged at a flat rate of $275 per day, for up to 16 clients. The route shall be coordinated by the Parties and shall run Monday through Friday for all days the senior's congregate meal program operate. Special routes requested to run days CACDD are scheduled off (Holiday, Saturday or Sunday) will be charged at a flat rate of $320 per day, for up to 16 clients.

3. SENIOR TRANSPORTATION COST (Group shopping, food boxes, or other extended days): Will be charged an additional $80 per day (Monday through Friday), for up to 16 clients.

4. SENIOR TRANSPORTATION COST (Additional): Senior transportation for clients (1 to 2 clients) from their home and from medical or individual shopping trips shall be charged at a rate of $10.00 per mile and $40.00 per hour rounded to the next ¼ hour) for each trip. Trips shall be scheduled on a case-by-case basis with the contractor only as funds are available.

5. CITY BOUNDARIES For the purpose of the contract, Apache Junction is defined as the original area of population when the 1st contract was signed (North to McKellips, East to Mountain View, South to Baseline and West to Meridian). The new population area south of Baseline can be serviced at a rate of $20 per trip/per day (to and from Sr Center equals 1 trip).

6. SECOND VEHICLE COSTS If a second vehicle is required to service the seniors due to excess riders, excess durable medical equipment (wheelchairs, scooter, walker etc. or other needs) there will be a charge at $150 per day. Whether a second vehicle is needed is at the sole discretion of CACDD. The City will be advised in advance and given the option to decline the second vehicle.