

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

THIS SECOND AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, ("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"), 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. Since 2023, fuel and other inflationary operational expenses increased significantly which the Parties agree need adjustment.

D. Formal procurement for the services provided under this Agreement are categorically exempted under A.J.C.C., Vol. I, Art. 3-7.

E. This Second Amendment sets forth the above-noted 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", for general cost of services, senior transportation costs (home to multi-generational center) and additional medical/shopping trips.

**Section 3. CONTRACT TERMS.** This agreement shall be effective beginning on July 1, 2024 and shall remain in full force and effect through June 30, 2025, with five (5) additional one-year renewal periods with the final end date of June 30, 2028, 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**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY:**

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

By: Walter "Chip" Wilson  
Its: Mayor

**ATTEST:**

\_\_\_\_\_  
**Jennifer Pena  
City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**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 \$ 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 client's home to and from the Multi-Generational Center ("MGC") shall be charged at a flat rate of \$240 per day, for up to 18 clients. The route shall be coordinated by the Parties and shall run Monday through Friday for all days the senior's congregate meal program operates. Special routes requested to run Saturday or Sunday will be charged at a flat rate of \$320 per day, for up to 18 clients.
- 3. SENIOR TRANSPORTATION COST (Group shopping, food boxes, or other extended days):** Will be charged at an additional \$80 per day (Monday through Friday), for up to 18 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 \$8.00 per mile and \$25.00 per hour rounded to the next  $\frac{1}{4}$  hour) for each trip. Trips shall be scheduled on a case-by-case basis with the contractor only as funds are available.