

**SECOND AMENDMENT
TO
REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY CONTRACT FOR
TRANSIT SERVICES**

This **Second Amendment to Regional Transportation Authority of Pima County Contract for Transit Services** (this "Amendment") is made and entered into as of August 28, 2026 (the "Effective Date") by and between the **Regional Transportation Authority of Pima County ("RTA")** and **MTM Transit, LLC ("Contractor")**. RTA and Contractor are referred to collectively as the "Parties" and each individually as a "Party".

WHEREAS, the Parties are parties to that certain Regional Transportation Authority of Pima County Contract for Transit Services, dated August 28, 2025 (the "Agreement"); and

WHEREAS, the Parties now wish to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Amendment, the Parties hereby agree to the new terms as follows:

Scope of Work Section 1.32.3: No Independent Contractors and use of Third-Party Providers

Original Terms:

- a. No independent Contractors should be considered to fulfill the needs of driver staffing. A mix of full-time and part-time drivers is required to provide the quality of service expected for Sun Shuttle service.
- b. Third-party providers such as Uber, Lyft, and other ride sourcing as well as cab services may be used on an exception and temporary basis with prior approval by the RTA. The provider must meet RTA insurance requirements. The RTA does not pay for gasoline of third-party providers.
- c. RTA reimbursement for services by Third-party providers such as Uber, Lyft and other ride sourcing and cab service will be reimbursed 10% above the costs to the CONTRACTOR. CONTRACTOR must provide official service receipts of the trips provided.
- d. Prior to using third-party providers, CONTRACTOR must formalize Standard Operating Procedures (SOPs) that detail exactly how the trip dispatching process will occur when trips are dispatched to third party (Uber, Lyft, taxi service or other subcontractor). SOPs will be provided to RTA for review and approval prior to engaging third-party providers.
- e. If third-party providers and subcontractors are used for longer than 30 days, CONTRACTOR must outline how third-party service providers will be utilized, the circumstances why they are needed and a deadline for when the CONTRACTOR will discontinue use. f. RTA will audit the monthly passenger trips to make sure third-party contractors and subcontractors are not providing CONTRACTOR directly billed trips to the RTA.

New Terms:

- a. A mix of full-time and part-time drivers is required to provide the quality of service expected for Sun Shuttle service. Therefore, Independent Contractors should not be used to fulfill the need for necessary

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driver staffing. Nor may it serve as a substitute for vehicle shortages to meet capacity, delays in right-sizing a fleet, or due to a direct or indirect failure to maintain vehicles in a state of good repair. Additionally, all subcontracted transit services will be held to the same performance standards as MTM Transit and will be factored into the Key Performance Indicator (KPI) calculations each month.

b. Third-party providers such as Uber, Lyft, and any other ride sourcing, including cab services, may be used only with prior approval by the RTA. The provider must meet RTA insurance requirements and have the necessary provisions for providing equivalent service which includes but is not limited to scheduling and dispatching practices, shared closed-loop trips, and upholding equivalent safety and training standards. The training standards should be comparable to the training provided to employees of the contractor. The RTA reserves the right to review the Safety and ADA training practices of all third-party providers prior to approving subcontracted paratransit services.

c. RTA reimbursement for services by third-party providers such as Uber, Lyft and other ride sourcing and cab service will be reimbursed 10% above the costs to the CONTRACTOR. The CONTRACTOR must provide official service receipts of the trips provided. The RTA does not pay for gasoline of third-party providers. The RTA reserves the right to withhold or claw back reimbursements for any ineligible trip provided by a third-party provider. Ineligible trips include those provided by unapproved third-party providers, third party providers not meeting the agreed upon requirements, or providers who are “suspended” due to poor performance.

d. The CONTRACTOR must provide individual trip data for all subcontracted trips to the RTA each month. This data should be equivalent to what is collected and reported to the RTA for MTM provided paratransit trips. All subcontracted paratransit trips must be scheduled and reported through MTM Transit’s current trip scheduling software.

e. The CONTRACTOR must formalize Standard Operating Procedures (SOPs) that detail exactly how the trip dispatching process will occur when trips are dispatched to a third party (Uber, Lyft, taxi service or other subcontractor), and the process for resolving and reporting issues in a timely manner. The contractor must ensure the SOP clearly states any differences in the dispatching process or resolution practices between providers. Contact information for matters warranting resolution must be clearly identified within the SOP for each third-party provider.

The SOPs will be provided to RTA for review and must be approved prior to engaging any third-party provider.

f. Third-party providers and subcontractors must have provisions for closed-loop shared trips. Third party providers unable to meet the standard of providing closed loop shared trips may be used only for single rider trips on a limited and temporary basis not to exceed 30 days, unless approved by the RTA. The contractor may request from the RTA permission to extend past 30 days but not for increased use. The request must be made in writing and include an outline of how the third-party service provider (unable to provide shared closed loop trips) will be utilized, the circumstances for why they are needed and a proposed deadline for when the CONTRACTOR will discontinue use. All third-party providers are subject to review and approval for continued use at the RTA’s discretion. The RTA reserves the right to make these determinations based on the same performance metrics the contractor is held to, including reviewing any customer complaints. Third-party providers may be subject to suspension from providing service, if there

is a pattern of substandard performance or due to a high number of complaints or any potential egregious complaint.

g. RTA will audit the monthly passenger trips to ensure subcontractors are not providing CONTRACTOR directly billed trips to the RTA.

Scope of Work SECTION 1.3.1: Sun Shuttle Service

Original Terms:

The Sun Shuttle services that the CONTRACTOR will operate are comprised of nine (9) distinct transit routes that provide fixed route and in some cases deviated fixed-route services. The CONTRACTOR will provide the required ADA complementary paratransit service for Sun Shuttle via the Sun Shuttle Dial-a-Ride service for all routes except for Route 421X Green Valley/Sahuarita and Intercity Route 486. Contractor will also operate Valley Metro Route 685 that travels between Ajo to Phoenix. There are currently plans to transfer service operations to Valley Metro before the end of calendar year 2025.

New Terms:

The Sun Shuttle services that the CONTRACTOR will operate are comprised of eight (8) distinct transit routes that provide fixed route service. The CONTRACTOR will provide the required ADA complementary paratransit service for Sun Shuttle via the Sun Shuttle ADA Dial-a-Ride service for all routes except for Route 421X, Green Valley/Sahuarita, and Intercity Route 486.

Contract Section 5: Contract Value

Original Terms:

The RTA has authorized this Contract for three (3) years with two possible one (1) year extensions for a maximum contract period of five (5) years with a maximum three-year budget of \$41,325,870, not including TNC costs. Pricing will be renegotiated between the Contractor and the RTA at the end of the three-year term if optional extension year one is requested by the RTA.

New Terms:

The RTA has authorized this Contract for three (3) years with two possible one (1) year extensions for a maximum contract period of five (5) years with a maximum three-year budget, not to exceed \$41,914,716, including all TNC costs. Pricing will be renegotiated between the Contractor and the RTA at the end of the three-year term if optional extension year one is requested by the RTA.

Temporary Waiver of Paratransit On-Time Performance (OTP) Liquidated Damages (LDs)

RTA grants MTM Transit with a waiver for any Liquidated Damages associated with On-Time Performance for paratransit incurred between July 1st, 2026, and December 31st, 2026. This waiver is only valid for the 1% of total invoice scenario where OTP does not fall below 93% for complementary trips or below 88% for optional trips, as stated in the contract. OTP that falls below these values for paratransit service, will not be waived and are still expected to be deducted from the total invoice amount.

Contract Pricing Sheet

Original Pricing:

APPENDIX J - Pricing Page	
CONTRACTOR:	

Sun Shuttle Fixed Route and General Public Dial-a-Ride

		Year 1		Year 2		Year 3	
		Variable Rate					
SERVICE	ANNUAL ESTIMATED VEHICLE REVENUE MILES *	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL
Sun Shuttle Fixed Route - See note below	819,716	\$2.430	\$1,991,910	\$2.500	\$2,049,290	\$2.580	\$2,114,867
Sun Shuttle General Public Dial-a-Ride	143,233	\$4.070	\$582,958	\$4.190	\$600,146	\$4.320	\$618,767
Sun Shuttle ADA Dial-a-Ride	1,017,497	\$3.980	\$4,049,638	\$4.100	\$4,171,738	\$4.220	\$4,293,837
Total Annual Variable Rate Cost			\$6,624,506		\$6,821,174		\$7,027,471

* Estimates based on FY2024 revenue miles

NOTE: DO NOT INCLUDE FUEL COSTS FOR FIXED ROUTE SERVICE; RTA WILL PAY SAID COSTS DIRECTLY

Fixed Rate			
Administration	\$3,242,806	\$3,286,593	\$3,360,500
Customer Service	\$1,096,992	\$1,133,615	\$1,171,745
Insurance	\$528,390	\$536,316	\$544,361
Depreciation	\$1,311,569	\$1,311,569	\$1,311,569
Total Annual Fixed Rate Cost	\$6,179,757	\$6,268,093	\$6,388,175
Overhead	\$486,048	\$492,996	\$502,441
Profit	\$277,742	\$281,712	\$287,109
Total Profit & Overhead	\$763,790	\$774,708	\$789,550
Total Annual Costs/Pricing per Year	\$13,568,053	\$13,863,975	\$14,205,196

New Pricing:

New pricing sheet with exclusion of Route 685 variable and fixed rate costs, reduction of in-house paratransit trips, inclusion of expected TNC paratransit trip costs, and added vehicle insurance costs.

APPENDIX J - Pricing Page							
CONTRACTOR: MTM Transit							
Sun Shuttle Fixed Route and General Public Dial-a-Ride							
		Year 1		Year 2		Year 3	
		Variable Rate					
SERVICE	ANNUAL ESTIMATED VEHICLE REVENUE MILES *	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL
Sun Shuttle Fixed Route* - See note below	697,711	\$2.43	\$1,695,438	\$2.50	\$1,744,278	\$2.58	\$1,800,094
Sun Shuttle General Public Dial-a-Ride	143,233	\$4.07	\$582,958	\$4.19	\$600,146	\$4.32	\$618,767
Sun Shuttle ADA Dial-a-Ride**	723,924	\$3.98	\$2,881,218	\$4.10	\$2,968,088	\$4.22	\$3,054,959
* Estimates based on FY2026 revenue miles			\$5,159,613		\$5,312,512		\$5,473,821
** Based on 25% reduction of MTM paratransit service							
TNC Trips***	519,379	N/A	\$ 1,483,698	N/A	\$ 1,528,209	N/A	\$ 1,572,527
*** Estimate based on proportional % increase in TNC provided paratransit service							
NOTE: DO NOT INCLUDE FUEL COSTS FOR FIXED ROUTE SERVICE; RTA WILL PAY SAID COSTS DIRECTLY							
		Fixed Rate					
	Administration		\$3,242,806		\$3,286,593		\$3,360,500
	Customer Service		\$1,096,992		\$1,133,615		\$1,171,745
	Insurance		\$776,347		\$770,195		\$473,488
	Depreciation		\$1,311,569		\$1,311,569		\$1,311,569
	Total Annual Fixed Rate Cost		\$6,427,714		\$6,501,972		\$6,317,302
	Overhead		\$476,823		\$441,977		\$451,422
	Profit		\$271,155		\$245,287		\$250,684
	Total Profit &		\$747,978		\$687,264		\$702,106
	Total Annual Costs/Pricing per Year		\$13,819,003		\$14,029,957		\$14,065,756

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date above listed.

Regional Transportation Authority Pima County

MTM Transit, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

August 2026