

**AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONTRACTOR
FOR GOODS & SERVICES
RFP2025-3644**

THIS AMENDMENT #2 made and entered into this 5th day of May in the year 2026, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter “County”), 2401 SE Monterey Road, Stuart, Florida 34996 and **MARTIN COUNTY TRANSIT, LLC** (Hereinafter “Contractor”), 694 14th Street, Vero Beach, FL 32960.

WITNESSETH

WHEREAS, County and Contractor entered into that certain Agreement for On-Road Transit and Support Services (MARTY Bus System Operation) on July 1, 2025 (“Original Agreement”), which was subsequently amended by Amendment #1 on July 17th, 2025 (“First Amendment”, which together with the Original Agreement may be referred to herein, collectively as the “Agreement”); and

WHEREAS, the Agreement provides for transit services funded in part through annual allocations of federal and state transit grant funding, which are awarded and obligated on a recurring yearly basis; and

WHEREAS, the Agreement did not fully account for the total amount of grant funding available over the full term of the Agreement; and

WHEREAS, the County and Contractor desire to amend the Agreement to increase the total contract not-to-exceed (“NTE”) amount to align with the anticipated annual transit funding allocations for the upcoming funding periods, thereby ensuring continuity of transit operations under the existing Agreement.

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed that the contract will be amended as follows:

1. Exhibit A – Rate Schedule is hereby deleted in its entirety and replaced with the Second Rate Schedule attached hereto as Exhibit “A”, which incorporates the updated cumulative NTE amounts for each contract year and establishes a revised total contract NTE amount.
2. All remaining pricing, terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

(continued on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date first set forth above.

REVIEWED BY

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

James Gorton
Public Works Director

Don G. Donaldson, P.E.
County Administrator

MARTIN COUNTY TRANSIT, LLC

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

Karen Deigl
President / CEO

Elysse A. Elder
County Attorney

AMENDMENT #2

EXHIBIT A

SECOND RATE SCHEDULE

RFP2025-3644

**ON-ROAD TRANSIT & SUPPORT SERVICES
(MARTY BUS SYSTEM OPERATION)**

REVENUE SERVICES	RATE PER VEHICLE REVENUE HOUR
Fixed Route, Deviated Fixed Route & Commuter Bus Service	\$ 86.72
	RATE PER TRIP
ADA Paratransit Services	\$ 69.67

EQUIPMENT MAINTENANCE SERVICES	RATE PER SHELTER/BUS
Monthly Bus Shelter Cleaning & Maintenance	\$ 122.56
Emergency Bus Shelter Cleaning	\$ 160.55
Emergency Bus Interior Cleaning	\$ 160.55
Emergency Bus Shelter Safety Call (tape off area due to safety issue)	\$ 106.53

EMERGENCY TRANSIT SERVICES	RATE PER HOUR PER VEHICLE
Emergency Transit Services	\$ 63.92

Total Contract Cumulative Not To Exceed Amount - Year 1	\$ 2,026,419.00
Total Contract Cumulative Not To Exceed Amount - Year 2	\$ 3,771,563.00
TOTAL NTE	\$ 5,797,982.00