

# AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONTRACTOR RFB2016-2878

THIS AMENDMENT #2 made and entered into this 1st day of February 2019, by and between MARTIN COUNTY, a political subdivision of Florida, (Hereinafter "County") and MV TRANSPORTATION, INC. (Hereinafter "Contractor").

### WITNESSETH

**WHEREAS**, the **County** and **Contractor** entered into an Agreement for On-Road Transit and Support Services on February 1, 2017 with a not-to-exceed value of \$1,452,877; and

WHEREAS, Amendment #1 increased the not-to-exceed value for services to \$3,326,596; and

**WHEREAS**, the **County** and **Contractor** desire to amend the Agreement for Year 3 to reflect an increase in the grant amount and the total contract not-to-exceed value to \$4,857,335 and maximum hours per month for Route 20X, more specifically described on Exhibit A attached.

**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 scope of the contract shall be changed as described herein.

All remaining pricing, terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

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

**MV TRANSPORTATION, INC.** 

# MARTIN COUNTY, FLORIDA

Matthew Veach Senior Vice President Taryn Kryzda County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY COUNTY ATTORNEY

# EXHIBIT A SECOND RATE SCHEDULE

The County agrees to pay CONTRACTOR in accordance with the following;

DESCRIPTION

#### RATE/REVEN

UE HOUR

Fixed Route, Deviated Fixed Route & Commuter Bus Services

\$ 53.60/ hour

Service	Maximum Hours Per Month	Maximum Monthly Payment
Route 1 – Urbanized Area	966 hours	\$51,778
Route 2 – Non-Urbanized Area	327.75 hours	\$17,567
Route 3 – Urbanized Area	644 hours	34,518
Route 20X - Commuter	563.5 hours	30,204

Contractor shall collect County established fare rates for this service from each passenger per boarding on Routes 1, 2, 3 & 20X.

County approved bus passes, transfers or vouchers can be accepted in lieu of cash on Routes 1, 2, 3 & 20X.

The County's monthly payment will be reduced in accordance with section 7.1 of this agreement by the total monthly fare collection including bus passes by Contractor.

The maximum monthly payment is based on a 23-day calendar service month and will be adjusted accordingly for months that have less service days.

DESCRIPTION	RATE/PER TRIP
ADA Complementary Paratransit Trips	\$ 41.49 / trip

Service	Estimated Monthly Trips	Estimated Monthly Payment
ADA Paratransit	820	\$34,021.80

Contractor shall collect County established fare rates for this service from each passenger per boarding on paratransit services.

The County's monthly payment will be reduced in accordance with Section 6.1 of this agreement by the total number of trips provided.

Contractor will be paid for all ADA Complementary Paratransit Trips, where both the origin and destination fall within the <sup>3</sup>/<sub>4</sub> of a mile of a fixed route, provided each month.

Contractor will be paid for ADA Complementary Paratransit Trips outside of the <sup>3</sup>/<sub>4</sub> of a mile service area (but within the urbanized area) only when the combined ADA Complementary Paratransit Trips within the <sup>3</sup>/<sub>4</sub> of a mile service area and the ADA Complementary Paratransit Trips outside the <sup>3</sup>/<sub>4</sub> of a mile service area do not exceed the estimated monthly service amount of 820 trips.

Nothing herein shall be construed to mean that the total contract cumulative not to exceed amount can be exceeded.

Rate per Revenue Hour and Rate per Trip shall be that for the term of this agreement.

Pursuant to section 8.5 of this agreement the County may make modifications or amendments to the table listed above due to funding increase/decrease or due to service efficiency/inefficiency.

Total Contract Cumulative Not to Exceed Amount – Urbanized; \$ 3,503,938 Total Contract Cumulative Not to Exceed Amount – Non-Urbanized; \$ 548,765 Total Contract Cumulative Not to Exceed Amount – Commuter; \$ 804,632