

**SECOND AMENDMENT TO AGREEMENT#10830
BETWEEN ALACHUA COUNTY AND
FOR MV CONTRACT TRANSPORTATION, INC.**

THIS **SECOND** AMENDMENT TO AGREEMENT ("Second Amendment") made and entered into this _____ day of _____ 2019, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **MV Contract Transportation, Inc.**, a foreign for profit corporation with a principal business address of 2711 N. Haskell Avenue, Dallas, Texas 75204, hereinafter referred to as "MVT". Collectively, hereinafter the County and MVT are referred to as the "Parties".

WITNESSETH:

WHEREAS, the Gainesville/Alachua County Metropolitan Transportation Planning Organization recommended, and the State Transportation Disadvantaged Commission selected, MVT to serve the transportation needs of the transportation disadvantaged population of Alachua County in an effective and efficient manner; and

WHEREAS, MVT assisted in the development of a the coordinated transportation operational plan named the *Alachua County Transportation Disadvantaged Service Plan* dated November 14, 2018 and which covers the period of July 1, 2018 through June 30, 2023, which has been approved by the Alachua County Transportation Disadvantaged Coordinating Board, a copy of which is attached hereto and incorporated into this Second Amendment as Exhibit A; and

WHEREAS, to serve the needs of the transportation disadvantaged population of Alachua County, the County entered into the *Agreement for Contractual Services* dated February 13, 2018 with MVT (the "Agreement") for the provisions of transportation services for the transportation disadvantaged population of Alachua County, with a term from October 1, 2017 through September 30, 2018; and

WHEREAS, the Parties entered into the First Amendment the Agreement dated February 12, 2019 (the "First Amendment") through which the County exercised its option to renew the term of the Agreement through September 30, 2019, and to modify the payment to reflect the new rate schedule for services provided by MVT; and

WHEREAS, the County has exercised its option to further amend the Agreement to extend the term through June 30, 2023, which is the end of the period covered by the *Alachua County Transportation Disadvantaged Service Plan* dated November 14, 2018, and to modify the Method of Payment to allow for rate increases approved by the State of Florida Commission for the Transportation Disadvantaged, which are published annually effective July 1st of each year.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to further amend the Agreement as follows:

A. SECTION #2 of the Agreement, Term, is amended in its entirety to read as follows:

This Second Amendment extends the term of the Agreement through June 30, 2023.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

B. SECTION # 4 of the Agreement, Method of Payment, is amended and replaced in its entirety to read as follows:

4. Method of Payment For all services actually, timely and faithfully performed, MVT will be paid as follows:

4.1 MVT shall be paid an annual sum that shall not exceed \$190,100.00 per fiscal year. For the purposes of this provision, a fiscal year shall mean October 1st through September 30th.

4.2 For transportation services provided under this Agreement, the County shall pay MVT the trip rates contained in the *Alachua County Transportation Disadvantaged Service Plan* with applicable administrative fee, as may be annually amended by the Alachua County Transportation Disadvantaged Coordinating Board.

4.3 For transportation services provided by MVT to the Foster Grandparent Program (FGP) of Alachua County, the County shall pay MVT the per trip rates contained in the *Alachua County Transportation Disadvantaged Service Plan*, as may be annually amended by the Alachua County Transportation Disadvantaged Coordinating Board, plus the following additional fee:

4.3.1 For Ambulatory FGP Riders, the additional fee shall be \$3.80, which additional fee shall be paid from the FGP Fund.

4.3.2 For Wheelchair FGP Riders, the additional fee shall be \$5.35, which additional fee shall be paid from the FGP Fund.

4.3.3 The Foster Grandparent Program (FGP) will pay for rides within the City limits and outside the City limits.

4.4 Transportation Disadvantaged (TD) Rides covered should be prioritized in the order of the following categories and may only be provided Monday through Friday 8:00 am - 5:00 pm.:

4.1.3.1 Medical

4.1.3.2 Employment

4.1.3.3 Education

4.5 TD Rides must apply, and be approved, annually by MVT and must reside outside

the Gainesville City limits but within Alachua County.

4.6 As a condition precedent for any payment, MVT shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due.

4.6.1 MVT's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. MVT's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

4.6.2 Each invoice shall constitute MVT's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of MVT covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to MVT that payment of any portion thereof should be withheld.. MVT shall submit invoices to the County at the following address:

Candie Nixon
Assistant Director
Alachua County Community Support Services
218 SE 24th Street Gainesville, Florida 32601

4.6.3 In the event that the County becomes credibly informed that any representations of MVT relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to MVT until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

4.7. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and all payments shall be remitted to:

MV Contract Transportation, Inc.
Dept. 33552 PO Box 39000
San Francisco, CA 94139-3552

C. This Second Amendment shall take effect on October 1, 2019.

D. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement, as previously amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Charles S. Chestnut, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

MV CONTRACT TRANSPORTATION, INC.

ATTEST (By Corporate Officer)
By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____

Date: _____

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.