

**THIRD AMENDMENT TO AGREEMENT #10741
FOR EMERGENCY RELATED TRANSPORTATION SERVICES
BETWEEN ALACHUA COUNTY AND MV CONTRACT TRANSPORTATION, INC.
NO. 10741**

THIS THIRD AMENDMENT (“Third Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, (the “County”) and MV Contract Transportation, Inc., a Foreign for Profit Corporation which is authorized to do business in the State of Florida (“MVT”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties previously entered into the Agreement for Emergency Related Transportation Services dated December 1, 2017, identified by No. 10741 (the "Agreement"); and

WHEREAS, the Parties previously entered into the First Amendment to the Agreement dated September 23, 2019, which extended the term of the Agreement through June 30, 2023, and amended the Method of Payment provisions of the Agreement (the "First Amendment"); and

WHEREAS, the Parties previously entered into the Second Amendment to the Agreement dated June 30, 2023 (the "Second Amendment"), which extended the term of the Agreement through June 30, 2028; and

WHEREAS MVT notified the County that additional funds were required to continue to provide the current level of service to the citizens of Alachua County due to the City of Gainesville election to cancel its contract with MVT; and

WHEREAS the County has determined that providing additional payments to MVT on a temporary basis, in the form of a daily Standby Fee, in addition to actual trip rates, is in the best interest of the public; and

WHEREAS, the Parties desire to amend the Agreement to update the payment terms to include the Standby Fee; and

WHEREAS, the Parties agree to amend the Agreement to incorporate the statutory language and by Section 287.135 Florida Statutes, Certifications and Termination for Violation, to the Agreement; and

WHEREAS, the Parties agree to amend the Agreement to include the statutory language and affidavit required by Section 787.06(13), Florida Statutes, No Coercion for Labor or Services; and

WHEREAS, the Parties agree to amend the Agreement to include the statutory language and affidavit required by Section 287.138, Florida Statutes, Contracting with Entities of Foreign Countries of Concern Prohibited.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

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

4. Method of Payment.

4.1 Standby Fee:

4.1.1 For the period commencing March 1, 2026 (the “Standby Fee Commencement Date”) and continuing through August 31, 2026 (the “Standby Fee Expiration Date”), the County shall pay MVT a Standby Fee up to a maximum amount of \$40,000.00 per month, provided that MVT satisfies the following conditions: (a) the initial Standby Fee shall be \$40,000 for the month of March 2026; (b) MVT must use its best efforts to create efficiencies without compromising service to the residents of Alachua County by obtaining additional contracts that would decrease the County’s monthly Standby Fee; (b) within the first five calendar days of each month, MVT staff will meet with County staff to review costs, ridership, and the status of any contracts and reductions in the County’s Standby Fee for the current month; (c) by the 15th of each month, MVT must deliver a monthly invoice to the County requesting payment of the Standby Fee – the invoice must specify the total Standby Fee requested by MVT for that month in an amount that may not exceed \$40,000.00; (d) if by July 1, 2026 MVT has not reduced the County’s Standby Fee to a level acceptable to the County, as determined in the County’s sole and reasonable discretion, the County will notify MVT and then MVT must notify the State of Florida Commission for the Transportation Disadvantaged that MVT has elected to terminate (*i.e.*, terminate for convenience) Contract #TD2326 with said termination to be effective no later than August 31, 2026. The Standby Fee shall be due and payable in arrears on the last day of each calendar month [Example: The Standby Fee for the month of April 2026 would be due on April 30, 2026].

4.1.2 The total cumulative Standby Fee payable by the County shall not exceed \$240,000

4.1.3. MVT shall submit invoices for the Standby Fee to the County at the following address:

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

4.2 As-Needed Emergency Transportation of Special Needs Clients Fee:

4.2.1 In the event that the County requires MVT to provide transportation of special needs clients during times of emergency evacuations as set forth in **Attachment A** to the Agreement, then the County shall pay MVT as follows for said transportation services:

4.2.1.1 MVT shall be paid an amount that shall not exceed \$50,000.00 per fiscal year at the Grant Agreement Service Rates set forth in Appendix B of the *2023/28 Alachua County Transportation Disadvantaged Service Plan – Annual Update* dated May 7, 2025, as may be annually amended by the Alachua County Transportation Disadvantaged Coordinating Board and approved by the State of Florida Commission for the Transportation Disadvantaged. For the purposes of this provision, a fiscal year shall mean October 1st through September 30th.

4.2.1.2 Transportation Disadvantaged (TD) Rides must apply, and be approved, annually by MVT] and must reside outside the Gainesville City limits but within Alachua County.

4.2.1.3 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.

4.2.1.3.1 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.

4.2.1.3.2 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 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:

Alachua County Fire Rescue
ATTN: Emergency Management Director
1100 SE 27th Street
Gainesville, Florida 32601

4.2.3.3 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.

4.3. 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

D. Amendment. SECTION #7 of the Agreement, titled Default and Termination, is amended to add the following new subsection 7.3 to read as follows:

7.3 Certifications and Termination for Violation of §287.135, Florida Statutes. Pursuant to §287.135, Florida Statutes, the MVT hereby certifies to the County that the Contractor: (a) is not on the Scrutinized Companies with Activities in Sudan List; (b) is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; (c) is not engaged in or have business operations in Cuba or Syria; (d) is not on the Scrutinized Companies or Other Entities that Boycott Israel List; and (e) is not participating in a boycott of Israel. The County may terminate this Agreement if the MVT is found to: (f) have submitted a false certification to the County; (g) have been placed on the Scrutinized Companies with Activities in Sudan List; (h) be engaged in business operations in Cuba or Syria; (i) have been placed on a list created pursuant to §215.473, Florida Statutes, relating to scrutinized active business operations in Iran; (j) have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; or (k) be engaged in a boycott of Israel. The County must comply with the requirements of §287.135, Florida Statutes, as a condition precedent to bringing a civil action against the Contractor for submitting a false certification to the County.

E. Amendment. The Agreement is amended to add the following new Section 29, titled “Affidavit of No Coercion Pursuant to §787.06, Florida Statutes” to read as follows:

29. Affidavit of No Coercion Pursuant to §787.06, Florida Statutes

29.1. Section 787.06(13), Florida Statutes, requires any governmental entity when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.

29.2. The MVT will comply with this statutory requirement by completing and executing the Affidavit of No Coercion Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Third Amendment as **Attachment “C”**.

F. Amendment. The Agreement is amended to add the following new Section 30, titled “Contracting with Entities of Foreign Countries of Concern Prohibited” to read as follows:

30. Contracting with Entities of Foreign Countries of Concern Prohibited

30.1. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with an entity if the contract provides the entity with access to an individual's personal identifying information and:

30.1.1. The entity is owned by the government of a foreign country of concern;

30.1.2. The government of a foreign country of concern has a controlling interest in the entity; or

30.1.3. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

30.2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab

Republic, including any agency of or any other entity of significant control of such foreign county of concern.

30.3. MVT will comply with this statutory requirement by completing and executing the Affidavit Regarding Foreign Countries of Concern, a copy of which is attached to this Third Amendment as **Attachment "D"**.

E. Effective Date. This Third Amendment shall be effective upon execution by both Parties.

F. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Third Amendment, the provisions of this Third Amendment shall prevail.

G. Signature Authority. The undersigned signatory for MVT represents and warrants to the County that the undersigned is authorized to execute this Third Amendment on behalf of MVT.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell, Chair
Alachua County Commission

Date: _____

Approved as to form:

Alachua County Attorney's Office

MV CONTRACT TRANSPORTATION, INC.

By: _____

Print: _____

Title: _____

Date: _____

Attachment C: No Coercion for Labor or Services Affidavit

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida

County of Alachua

I, _____ [insert full legal name of the person providing this affidavit],
as _____ [insert corporate title of the person providing this affidavit] of the
_____ [insert full legal name of the Corporation],

having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the _____ [insert full legal name of the Corporation].
3. I attest and affirm that _____ [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Title

Date Signed

Attachment D: Foreign Countries of Concern Affidavit

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

I, _____ [insert full legal name of the person providing this affidavit], as
_____ [insert corporate title of the person providing this affidavit] of the
_____ [insert full legal name of the Corporation], having
taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of _____ [insert full legal name of the Corporation].
3. I attest and affirm that the following is true and correct:
 - a. _____ [insert full legal name of entity] is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).
 - b. The government of a foreign country of concern does not have a controlling interest in _____ [insert full legal name of entity].
 - c. _____ [insert full legal name of entity] is not organized under the laws of or has its principal place of business in a foreign country of concern.
4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Title

Date Signed