

**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN  
OKALOOSA COUNTY AND MV TRANSPORTATION, INC.  
FOR PUBLIC TRANSPORTATION SERVICES  
CONTRACT NO. C19-2761-TS**

This Fifth Amendment (this "Amendment") to Agreement between Okaloosa County, a political subdivision of the State of Florida ("County"), and MV Transportation, Inc., a Foreign Profit Corporation ("Contractor") is made and entered into as of January 2nd, 2024 (the "Effective Date"). County and Contractor may hereinafter be referred to collectively as the "Parties" and individually as a "Party."

**RECITALS:**

**WHEREAS**, the Parties have entered into that certain Agreement, dated December 18, 2018, Contract No. C19-2761-TS (as amended, the "Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Annual Hourly Volumes and Hourly Rates. The County and Contractor hereby amend Section 5, Subset B of the original Agreement, and subsequent amendments, to reduce the annual service hours from 80,000 to 64,000 specifically impacting the paratransit/demand service:

Payments at the full rate shall be based on actual hours performed up to a maximum of 30,000 annual hours of fixed route service and for 34,000 annual hours of paratransit service. Payments at the variable rate shall be for any hours of service above the hourly thresholds above. In no circumstance shall Contractor be permitted to exceed 80,000 annual service hours, unless modified by the County in writing. Should Contractor exceed such cap on the annual service hours without first receiving a written modification from the County, it does so at its own risk and shall bear the full cost and expense.

The full rate shall be \$52.77 per hour. The variable rate shall be \$37.61 per hour.

If renewed for the last option year of the current agreement for calendar year 2025, the full rate shall be \$54.35 per hour and the variable rate shall be \$38.74 per hour. Any renewal shall be done subsequent to this amendment in writing and executed between the parties.

2. Effective Date of Amendment. The effective date of this amendment shall be retroactive to January 1, 2024.

3. Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the Agreement, and any amendments thereto, are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation.

4. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Florida, without regard to principles of conflicts of law.

5. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and e-mailed copies of manually executed signature pages to this Amendment will be fully binding and enforceable without the need for delivery of the original.

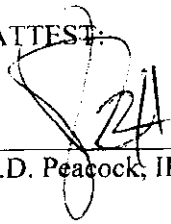
[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of January 1, 2024.

**COUNTY:**

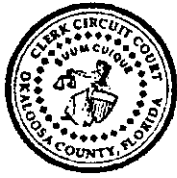
Okaloosa County

ATTEST:

  
\_\_\_\_\_  
J.D. Peacock, II, Clerk of Courts

By: 

\_\_\_\_\_  
Paul Mixon  
Chairman



**CONTRACTOR:**

MV Transportation, Inc.

By: 

\_\_\_\_\_  
Name: Jamie Pierson

\_\_\_\_\_  
Title: CFO

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C19-2761-TS Tracking Number: 583824  
Procurement/Contractor/Lessee Name: mv transit Grant Funded: YES \_\_\_ NO X  
Purpose: 5th amendment  
Date/Term: 12-31-2024 1.  GREATER THAN \$100,000  
Department #: 7 2.  GREATER THAN \$50,000  
Account #: vanes 3.  \$50,000 OR LESS  
Amount: \_\_\_\_\_  
Department: Transit Dept. Monitor Name: Parker

*Purchasing Review*

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 12-27-23  
Purchasing Manager or designee: \_\_\_\_\_ DeRita Mason, Erin Poole, Amber Hammonds

*2CFR Compliance Review (if required)*

Approved as written: NO Federal Aid Grant Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator: \_\_\_\_\_ Suzanne Ulloa

*Risk Management Review*

Approved as written: NO Risk element on amount Date: \_\_\_\_\_  
Risk Manager or designee: \_\_\_\_\_ Lydia Garcia

*County Attorney Review*

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_  
County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

*Department Funding Review*

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

*IT Review (if applicable)*

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, January 3, 2024 2:38 PM  
**To:** DeRita Mason; Sheila Fitzgerald; Lynn Hoshihara NGN-Tally  
**Cc:** Tyrone Parker  
**Subject:** RE: MV Transportation - Amendment #5 (Please Review)

The MV amendment was approved prior to going to the BOCC verbally and now in writing by legal.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

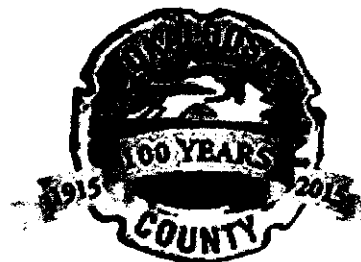
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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, January 3, 2024 12:20 PM  
**To:** Sheila Fitzgerald <sfitzgerald@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>; Hoshihara, Lynn <lhoshihara@ngn-tally.com>  
**Cc:** Tyrone Parker <tparker@myokaloosa.com>  
**Subject:** RE: MV Transportation - Amendment #5 (Please Review)

Thank you Sheila.

DeRita Mason



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