

**EXTENSION OF THE AGREEMENT BETWEEN THE PARTIES FOR
STAFFING OF THE CORAL GABLES TROLLEY**

This EXTENSION OF AGREEMENT TO PROVIDE TROLLEY STAFFING (“Extension”) is made and entered into this ____ day of November 2009, by and between The City of Coral Gables (“City”) and First Transit, Inc. (“Contractor”).

RECITALS

WHEREAS, the City and Contractor have previously entered into a certain Agreement for staffing services dated November 17, 2006 (“Agreement”) whereby Professional provides Trolley staffing services for the City’s Trolley;

WHEREAS, the agreement is scheduled to expire on October 31, 2009 and parties desire to extend the Agreement for one (1) year through October 31, 2010, with a one (1) year option, at the discretion of the City through October 31, 2011;

WHEREAS, the Contractor agrees to maintain the same hourly billing rate that was in place for the November 1, 2008 through October 31, 2009 contract year for the first year of this Extension through October 31, 2010;

WHEREAS, the Contractor has agreed to continue providing trolley services for an additional one (1) year option with a three percent (3%) increase in the hourly billing rate;

WHEREAS, the Contractor agrees to amend the Agreement by reducing the minimum annual hours under the Agreement from seventeen thousand five hundred (17,500) to fifteen thousand three hundred ninety two (15,392).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are incorporated herein. All terms used herein shall have the meaning ascribed to such terms in the Agreement, unless defined otherwise herein.

2. **TERM.** The parties hereby acknowledge that the “Extension Period” shall be November 1, 2009 through October 31, 2010 with an additional one (1) year option to be executed at the city’s discretion, unless terminated earlier pursuant to the terms of the Agreement.

3. **COMPENSATION.** The parties agree that the Contractor shall maintain the hourly billable rate used in the Agreement year November 1, 2008 through October 31, 2009 for the extension period. In the option year, Contractor may increase the hourly

billing rate for Trolley hours of service by up to three (3%) percent. In addition, the Contractor may request additional compensation for the cost of their local manager in the option year if their existing contract with Hialeah is terminated in October of 2010.

4. **MINIMUM HOURS.** For the term of the Extension, the minimum hours of service under this Agreement is amended to fifteen thousand three hundred ninety two (15,392) hours annually. The City retains the right to reduce the hours of service by up to five (5%) percent pursuant to the Agreement.

All other terms and provisions of the Agreement are hereby confirmed and shall remain in full force and effect, except as modified herein.

IN WHITNESS WHEREOF, City and Professional have executed this Third Amendment as of the day and year first written above.

CITY OF CORAL GABLES

ATTEST:

Patrick G. Salerno, City Manager

Walter J. Foeman, City Clerk

Approved as to Legal Form and Sufficiency:

Elizabeth M. Hernandez, City Attorney

FIRST TRANSIT, INC.

ATTEST

Corporate Secretary

Name: Tim McCann
Title: Regional Vice President

(SEAL)

OR

Two Witnesses:

Name: _____

Name: _____