

**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) additional year;

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; and

WHEREAS, the Contractor agrees to amend the Agreement to allow the City to reduce the minimum number of hours billable (17,500) under the Agreement by up to ten (10%) percent without triggering the Contractor’s right to renegotiate its fee or terminate the Agreement.

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, unless terminated earlier pursuant to the terms of the Agreement, with an additional one (1) year option.
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.
4. **MINIMUM HOURS.** The parties agree that the City may reduce the minimum annual hours of service by up to ten (10%) percent in its sole discretion without triggering Contractor’s right to renegotiate the contract fee or terminate 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 WITNESS WHEREOF, City and Professional have executed this Third Amendment as of the day and year first written above.

CITY OF CORAL GABLES

ATTEST:

Walter J. Foeman, City Clerk

Patrick G. Salerno, City Manager

Approved as to Form and Legal 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: _____