

**FIRST AMENDMENT TO THE AGREEMENT FOR ELIGIBILITY AND
CERTIFICATION DETERMINATION, CLIENT TRAVEL TRAINING AND
DISABILITY SENSITIVITY TRAINING WORKSHOPS**

THIS AMENDMENT is made and entered into this _____ day of December , 2008 by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and CENTER FOR INDEPENDENT LIVING OF NORTH CENTRAL FLORIDA (hereinafter referred to as "CIL-NCF").

WHEREAS, the CITY and CIL-NCF have previously entered into an Agreement for Certification and Re-certification of ADA Paratransit Eligibility for the City's Regional Transit System (RTS) and

WHEREAS the current Agreement allows for written amendment or modification to the contract; and

WHEREAS the CITY desires an amendment to the Agreement to have CIL-NCF provide additional services until the CITY can arrange to provide them internally, and CIL-NCF is willing and qualified to provide those services.

NOW, THEREFORE, the parties hereto agree that Section III is amended by adding the following services, which shall be provided on a month-to-month basis:

COMPENSATION/PAYMENT

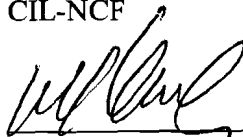
The CIL shall be compensated at an annual amount not to exceed \$87,600, billed monthly at \$7,300.00. The annual/monthly amount is a flat fee with the understanding that a minimum of 1000 ADA certification applications and 100 hours of Travel Training be completed in the fiscal year. If this minimum is not met by the end of the fiscal year then the CIL agrees to pay back the City \$79.09 for every application under 1000 and \$79.09 for every hour less than 100 in Travel Training. The annual amount is inclusive of all personnel, materials and equipment as may be necessary for CIL to carry out the services as described in the original agreement dated 27 September 2007.

Payment will be due to the CIL thirty (30) days after receipt of proper invoice. Payment may be withheld by the CITY due to failure by the CIL to comply with these specifications. The CITY shall notify the CIL of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

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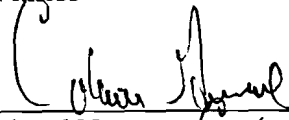
This Amendment, when executed, together with the original contract, constitutes the entire contract between the parties.

CIL-NCF



William Kennedy
Executive Director

Witness



Printed Name: Coley Gromoll

CITY OF GAINESVILLE

Witness

Russ Blackburn
City Manager

Printed Name: _____

APPROVED AS TO FORM AND LEGALITY
