

**SECOND EXTENSION AND AMENDMENT TO THE AGREEMENT
BETWEEN MV TRANSPORTATION AND CITY OF GAINESVILLE**

050525

THIS AGREEMENT is made and entered into this _____ day of _____, 2005 by and between the CITY OF GAINESVILLE, ("CITY"), a municipal corporation organized under the laws of the State of Florida, and MV Transportation Inc., ("CONTRACTOR").

WHEREAS, MV Transportation Inc. has been designated by both the Gainesville Area Metropolitan Planning Organization (MTPO) and the State of Florida Commission on the Transportation Disadvantaged (CTD) under Florida Statue Chapter 427 as the Community Transportation Coordinator (CTC) for transportation services in Alachua County dated October 1, 2003; and

WHEREAS, the Contract allows for additional one year extensions contingent upon the satisfactory performance of the CONTRACTOR; and

WHEREAS, the CITY and the CONTRACTOR desire to exercise the second extension pursuant to that Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Unless terminated earlier, as provided for under the Agreement, the Agreement as modified by the "First Extension", is extended until September 30, 2006 under the same terms and conditions except as herein amended:

2.1.1 METHOD OF PAYMENT AND BILLING REPORTS

The fee for services under this agreement will be as follows:

- \$18.80 per one way trip for ambulatory riders (within RTS service limits)
- \$21.44 per one way trip for riders using a mobility device (within RTS service limits)

2.7 Drivers

D. Drug and Alcohol Testing

All drivers as well as other safety sensitive positions will be subject to Drug/Alcohol testing for pre-employment, random, post accident and probable cause under the Federal Transit Administration (FTA) regulations. MV TRANSPORTATION will provide RTS with documentation that MV employees have randomly selected employees for Drug/Alcohol testing through the MV testing program. FTA regulations for random testing of safety sensitive positions requires that 50% of those employees be tested for drugs only and 10% tested for drugs and alcohol in a one-year period. MV TRANSPORTATION will pay costs for all related testing.

2. This Extension, when executed, together with the original Agreement and first extension constitutes the entire agreement between the parties.

WITNESS:

MV TRANSPORTATION, INC.

BY: _____

Jon Monson, President

WITNESS:

CITY OF GAINESVILLE

BY: _____

Russ Blackburn
City Manager

APPROVED AS TO FORM AND
LEGALITY

Gainesville City Attorney's Office