

**THIRD RENEWED AND RESTATED  
CLEARWATER BEACH ROUTE FUNDING AGREEMENT**

**THIS THIRD RENEWED AND RESTATED CLEARWATER BEACH ROUTE FUNDING AGREEMENT** (“Agreement”) is entered into effective \_\_\_\_\_, 2024, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district, with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 (“PSTA”), and the CITY OF CLEARWATER, FLORIDA, a municipal corporation, with its principal place of business located at 600 Cleveland Street, Clearwater, Florida 33756 (“City of Clearwater”)(collectively, the “Parties”), to restate, renew, and amend that certain Clearwater Beach Route Funding Agreement originally entered into by the Parties on September 20, 2016, as amended and renewed by that certain First Amendment effective October 1, 2017 and that certain Second Amendment effective October 1, 2018, and as restated, amended, and renewed by that certain Renewed and Restated Clearwater Beach Route Funding Agreement effective October 1, 2019 (the “Original Agreement”).

**WHEREAS**, pursuant to the Original Agreement, City of Clearwater has been contributing funding to PSTA to supplement fixed route trolley services along the Clearwater Beach Route; and

**WHEREAS**, PSTA provides such service by and through its current agreement with Jolley Trolley Transportation of Clearwater, Inc., (“Jolley Trolley”) effective October 1, 2022 through September 30, 2032, as may be amended from time to time (the “Jolley Trolley Agreement”), and a copy of the Jolley Trolley Agreement is attached to this Agreement as Exhibit “A”; and

**WHEREAS**, the Jolley Trolley Agreement provides that PSTA will make certain funding contributions to Jolley Trolley in exchange for fixed route trolley services along the Clearwater Beach Route; and

**WHEREAS**, PSTA would not have entered into the Jolley Trolley Agreement without the shared contribution of the City of Clearwater, as contemplated in the Original Agreement and this Agreement; and

**WHEREAS**, the Parties desire to continue the Original Agreement on the terms and conditions stated herein.

**NOW THEREFORE**, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS AND EXHIBITS.** The above recitals and attached exhibits are true and correct and incorporated herein by reference.
2. **BEACH ROUTING.** A map of the Clearwater Beach Route is attached to this Agreement as Exhibit “B.” The Parties intend for PSTA, through Jolley Trolley, to continue servicing this route for the duration of this Agreement; and it is further the

intent of the Parties that the City of Clearwater contribute to the provision of this services in the amounts described in the next paragraph.

3. **BASE SERVICE COSTS.** City of Clearwater shall contribute toward PSTA's financial obligations under the Jolley Trolley Agreement for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("FY 2025"), in the amount of Three Hundred and Twenty Thousand One Hundred and Ninety One U.S. Dollars 29/200 (\$320,191.29). For the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"), this amount shall increase by three percent (3%) to Three Hundred and Twenty-Nine Thousand Seven Hundred and Ninety Seven U.S. Dollars 01/100 (\$329,797.01). These amounts shall constitute the City of Clearwater's entire funding contribution for Jolley Trolley's Clearwater Route for FY 2025 and FY 2026, notwithstanding any prior agreement or subsequent cost increase or cost decrease to PSTA or Jolley Trolley during any FY 2025 or FY 2026.
4. **ANNUAL APPROPRIATIONS; FAILURE TO MAKE PAYMENT.** In the event that the City of Clearwater determines that sufficient budgeted funds are not available to appropriate for payments due to PSTA under this Agreement, the City of Clearwater shall notify PSTA of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period, and the City of Clearwater shall not owe PSTA any further contribution towards PSTA's financial obligations under the Jolley Trolley Agreement. However, in the event this Agreement is terminated, such termination may result in the termination of the Trolley Services along the Clearwater Beach Route. For purposes of this Section, the term "fiscal period" means the period between October 1<sup>st</sup> and September 30<sup>th</sup>.
5. **EFFECTIVE DATE; CONFLICTS.** This Agreement shall take effect on the first date above written and shall continue through September 30, 2026, the expiration or termination of the Jolley Trolley Agreement, however terminated, or expiration or termination of this Agreement as provided herein, whichever occurs first.. To the extent that this Agreement conflicts with the Original Agreement, the provisions of this Agreement shall govern.
6. **REPRESENTATIONS AND WARRANTIES.** The Parties represent and warrant that they are authorized to enter into this Agreement without the consent or joinder of any other person or entity and that the individuals executing this Agreement have full power and authority to bind their respective parties hereto. Nothing contained herein shall be construed to limit or waive any of PSTA's rights under the Jolley Trolley Agreement.
7. **ELECTRONIC SIGNATURES; COUNTERPARTS.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an

original handwritten signature. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

[Remainder of this page intentionally left blank – signature pages follow]

**IN WITNESS WHEREOF**, the Parties have caused this Third Renewed and Restated Clearwater Beach Route Funding Agreement to be executed as of the date first above written.

PINELLAS SUNCOAST TRANSIT AUTHORITY

ATTEST:

\_\_\_\_\_  
Rachael Cappolla  
Executive Assistant/Records Manager

\_\_\_\_\_  
Brad Miller, Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel

[Remainder of this page intentionally left blank – City of Clearwater signature page follows]

CITY OF CLEARWATER, FLORIDA

Countersigned:

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Bruce Rector  
Mayor

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Jennifer Poirrier  
City Manager

Approved as to form:

Attest:

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David Margolis  
Assistant City Attorney

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Rosemarie Call  
City Clerk