

**AMENDMENT 1 TO
CLEARWATER BEACH ROUTE FUNDING AGREEMENT**

THIS FIRST AMENDMENT TO CLEARWATER BEACH ROUTE FUNDING AGREEMENT (First Amendment) is entered into on this _____ day of _____, 2017, 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 112 South Osceola Avenue, Clearwater, Florida 33756 (City of Clearwater)(collectively, the “Parties”) to amend and renew that certain Clearwater Beach Route Funding Agreement entered into by the Parties on September 20, 2016 (the Agreement).

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

WHEREAS, the Parties desire to continue the Agreement as amended by this First Amendment; and

WHEREAS, unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the meaning defined in the Agreement.

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. The above recitals are true and correct and incorporated herein by reference.
2. Section 2 of the Agreement is hereby amended to read as follows:

BASE SERVICE COSTS. City of Clearwater shall contribute toward PSTA’s financial obligations under the Jolley Trolley Agreement for the actual revenue hours provided along the Clearwater Beach Route for each fiscal year the Agreement is in effect. PSTA will send an invoice to City of Clearwater no later than the fifteenth (15th) day of the month immediately following the month during which fixed route trolley services were provided along the Clearwater Beach Route. Each invoice shall be based on actual revenue hours provided. City of Clearwater shall remit payment on the fifteenth (15th) day of the month following receipt of such invoice. For the fiscal year beginning October 1, 2017 and ending September 30, 2018, the funding contribution amount shall not exceed **Two Hundred and Seventeen Thousand Two Hundred Sixty-three U.S. Dollars and NO/100 (\$217,263).**

3. Sections 5 and 6 of the Agreement are hereby deleted entirely.

4. This First Amendment shall be effective October 1, 2017 through the term of the Agreement. All other provisions of the Agreement not specifically amended by this First Amendment, shall remain in full force and effect. To the extent that this Amendment conflicts with the Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the date first above written.

PINELLAS SUNCOAST TRANSIT AUTHORITY

ATTEST:

Rachael Cappolla

Brad Miller, Chief Executive Officer

APPROVED AS TO FORM:

Alan S. Zimmet, General Counsel

CITY OF CLEARWATER

Countersigned:

George N. Cretekos, Mayor

William B. Horne, II, City Manager

Attest:

Approved as to form:

Rosemarie Call, City Clerk

Pam Akin, City Attorney