

**CLEARWATER BEACH SPRING BREAK 2025**  
**SERVICE FUNDING AGREEMENT**

**THIS FUNDING AGREEMENT** (Agreement) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district (“PSTA”), with its principal place of business located at 3201 Scherer Drive North, St. Petersburg, FL 33716, and the CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida with its principal place of business located at 100 S. Myrtle Avenue, Clearwater, Florida 33756 (the “City of Clearwater”) (collectively referred to as the “Parties”).

**WHEREAS**, the Spring Break seasonal enhanced service promotion began as a partnership between PSTA and the City of Clearwater in 2017; and

**WHEREAS**, both parties agree that the Spring Break seasonal pilot in 2017 was a valuable method that encouraged residents, visitors and employees to use alternative transportation options to access all that Clearwater Beach has to offer and the Parties executed other increasingly successful service partnerships in 2018, 2019, 2022, 2023, and 2024; and

**WHEREAS**, PSTA and the City of Clearwater chose to cancel the planned 2020 and 2021 Spring Break service promotion due to COVID-19 precautions, and successfully continued the service in 2022 and thereafter; and

**WHEREAS**, PSTA provides fixed route services on Clearwater Beach as part of the Beach Routes (the “Clearwater Beach Route”) and other routes serving Clearwater Beach 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

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

**WHEREAS**, PSTA and the City of Clearwater have entered into a Clearwater Beach Route Funding Agreement wherein the City will provide funding to PSTA for FY2025 for the services provided pursuant to the Jolley Trolley Agreement; and

**WHEREAS**, PSTA regularly operates bus service from downtown Clearwater and beach communities along Gulf Boulevard on the Suncoast Beach Trolley; and

**WHEREAS**, both the City of Clearwater and PSTA understand the significant auto congestion on Clearwater Beach and need for expanded alternative ways for residents, visitors, and employees to access the beach; and

**WHEREAS**, the Parties desire to provide enhanced downtown to beach service on the Suncoast Beach Trolley and Jolley Trolley South Beach Route during the period of March 02, 2025 through May 03, 2025 (the “2025 Spring Break”) from the Old City Hall Parking Lot at 112 S. Osceola Ave., the parking lot located at 200 S. Osceola Ave., and the Pinellas County parking garage at 310 Court St. (Pinellas County garage restricted to evenings and weekends only) to Pier

60, the Clearwater Beach Transit Center and Marina Stops on Clearwater Beach; and

**WHEREAS**, PSTA would not extend existing bus services to these parking locations without the shared contribution of the City of Clearwater, as contemplated by this Agreement.


**NOW, THEREFORE**, the Parties for and in receipt of the mutual promises and consideration described herein, hereby mutually agree that:

1. **RECITALS.** The above recitals are true and correct and, together with all exhibits, are incorporated herein by reference.
2. **BASE SERVICE COSTS.** City of Clearwater will contribute one half of PSTA's costs of enhanced service on the Suncoast Beach Trolley and Jolley Trolley South Beach Route during the 2025 Spring Break at a cost to City of Clearwater not to exceed one hundred eight thousand, one hundred and seventy-one dollars (\$108,171).
3. **PAYMENT.** PSTA will send an invoice to City of Clearwater no later than the fifteenth (15th) day of the month immediately following each month during the 2025 Spring Break. Each invoice shall be based on actual revenue hours provided and shall include a copy of Jolley Trolley's invoice to PSTA plus documentation of service hours provided by PSTA. City of Clearwater shall remit payment on the fifteenth (15th) day of the month following receipt of such invoice. The City shall reimburse PSTA for 50-percent of the cost of the services added to the base beach fixed route service during the 2025 Spring Break.
4. **FAILURE TO MAKE PAYMENT.** In the event City of Clearwater fails to make the payment provided in Section 3 above, PSTA may cancel this Agreement, which may result in the termination of the enhanced services.
5. **JOINT MARKETING.** The Parties agree to coordinate a joint marketing effort to advertise this enhanced service and other transportation services to and from the beach that encourage the use of non-automotive mass transportation. Additionally, PSTA will provide and the City will assist with the installation, maintenance and removal of temporary directional signage, including sidewalk decals, for the promotional service as produced by PSTA.
6. **TERM; EFFECTIVE DATE.** This Agreement shall take effect on the first date above written and shall terminate at the end of the service day on May 03, 2025.
7. **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.

8. INDEMNIFICATION. Each party agrees to be fully responsible for its own acts of negligence or its respective employees' acts of negligence when such employees are acting within the scope of their employment, and each party agrees to be liable for any damages proximately caused thereby consistent with and pursuant to section 768.29(19), Florida Statutes; provided, however, that each party's liability is subject to the monetary limitations and defenses set forth in Florida Statutes 768.28. Nothing herein is intended to serve or be construed as a waiver of sovereign immunity or any other immunity from or limitation of liability to which either party is entitled, nor shall anything herein be construed as consent by either party to be sued by any third party for any cause or matter arising out of or related to this Agreement except to the extent provided by Florida Statute 768.28.
  
9. 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.

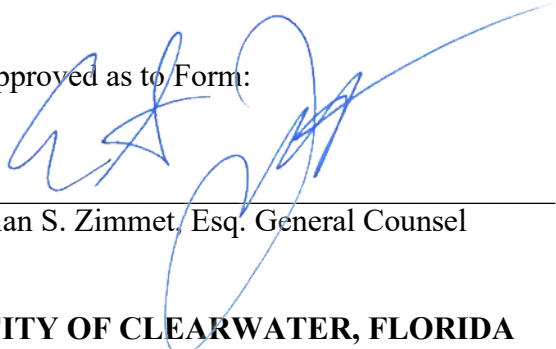
IN WITNESS WHERE OF, the Parties have caused this Agreement to be executed as of the date first above written.

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

By:   
Brad Miller, Chief Executive Officer

Attest:

  
Executive Assistant

Approved as to Form:  
  
Alan S. Zimmet, Esq. General Counsel

**CITY OF CLEARWATER, FLORIDA**

Countersigned:

\_\_\_\_\_  
Bruce Rector, Mayor

By: \_\_\_\_\_  
Jennifer Poirrier, City Manager

Attest:

Approved as to Form:

\_\_\_\_\_  
Rosemarie Call, MPA, CMC  
City Clerk

\_\_\_\_\_  
David Margolis, Esq.  
City Attorney

EXHIBIT A

**Spring Break Enhanced Service  
March 02 - May 03 (9 weeks)  
Additional Service for Local Spring Break and Sugar Sand Festival  
FY25**

**Summary of Proposed Funding Formula**

<b>Total Costs</b>	<b>Platform Hours</b>	<b>Total Cost Per Hour</b>	<b>Total</b>
<b>Jolley Trolley</b>			
Regular SB service	745	\$ 99.71	\$ 74,284
Busy Weekends	213	\$ 99.71	\$ 21,238
<b>PSTA SBT</b>			
Regular SB service	302	\$ 102.39	\$ 30,922
Busy Weekends	878	\$ 102.39	\$ 89,898
Total Estimated Hours	2,138		
Total Anticipated Costs			\$ 216,342

**Assumptions: ADD TO BASE SERVICE**

- \* 9 week promotion, 1 bus added to year-round service Mon-Thu/2 buses Fri-Sun
- \* 30 min service (M-Th), 15 min service (F-Su)
- \* 5 Busiest weekends (2 Local Spring Break/3 Sugar Sand), 1 added JT bus to Base, & up to 6 added SBT vehicles between dwtn & Pier 60
- \* Free Park and Ride Service starting at 10am- end of service day (10pm or 12am F/Sa)
- \* Marketing and Public Outreach budget provided by PSTA (Up to \$15k+ value)
- \* Fare Free for riders boarding at specified stops: Old City Hall, County Garage (weekends only), Coachman Park, CBTC, Pier 60, & Marina

**Service Funding Contributors**

City of Clearwater	\$	108,171	50.0%
Pineellas Suncoast Transit Authority	\$	108,171	50.0%
<b>Total Funding Contributions</b>	<b>\$</b>	<b>216,342</b>	<b>100%</b>
<b>TOTAL</b>	<b>\$</b>	<b>216,342</b>	<b>100.0%</b>