

CLEARWATER BEACH SPRING BREAK 2018
ROUTE FUNDING AGREEMENT

THIS FUNDING AGREEMENT (Agreement) is entered into on this ____ day of _____, 2018, 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 112 South Osceola 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 in 2017;

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;

WHEREAS, PSTA, by and through an agreement with Jolley Trolley Transportation of Clearwater, Inc. (the “Jolley Trolley Agreement”), engages the Jolley Trolley to provide fixed route trolley services including the fixed route services on Clearwater Beach as part of the Beach Routes (the “Clearwater Beach Route”) and other routes serving Clearwater Beach;

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

WHEREAS, 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 Fiscal Year 2017/18 for the services provided pursuant to the Jolley Trolley Agreement;

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

WHEREAS, both the city 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;

WHEREAS, PSTA desires to provide enhanced downtown to beach service on the Suncoast Beach Trolley and Jolley Trolley South Beach Route during the 2018 Spring Break period of February 19, 2018 through April 29, 2018 including stops at parking locations at the Clearwater Downtown Marina (behind the Harbor View Center) and Clearwater City Hall;

WHEREAS, PSTA will 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 toward PSTA's c o s t s o f enhanced service on the Suncoast Beach Trolley and Jolley Trolley South Beach Route during the 2018 Spring Break period of February 19, 2018 and April 29, 2018 at a lump sum cost not to exceed Sixty-five Thousand (\$65,000.00) Dollars, which will be paid to PSTA by the City of Clearwater by March 31, 2018.
3. FAILURE TO MAKE PAYMENT. In the event City of Clearwater fails to make the payment provided in Section 2 above, PSTA may cancel this Agreement, which may result in the termination of the enhanced trolley services.
4. JOINT MARKETING. The parties agree to coordinate a joint marketing effort to advertise this enhanced service and other transportation services to and on the beach that encourage the use of non-automotive transportation.
5. EFFECTIVE DATE. This Agreement shall take effect on the first date above written and shall terminate on April 29, 2018.
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.

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: _____
Witness Brad Miller, Chief Executive Officer

Witness

Approved as to Form:

Alan S. Zimmet, Esq. General Counsel

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretekos, Mayor

By: _____
William B. Horne II, City Manager

Attest:

Approved as to Form:

Rosemarie Call, MPA, CM
City Clerk

Assistant City Attorney