

CLEARWATER BEACH SPRING BREAK 2017
ROUTE FUNDING AGREEMENT

THIS CLEARWATER BEACH SPRING BREAK 2017 FUNDING AGREEMENT (Agreement) is entered into on this _____ day of _____, 2017, 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, 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”);

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

WHEREAS, whereas PSTA and the City of Clearwater have entered into a Clearwater Beach Route Binding Agreement wherein the City provides funding to PSTA for Fiscal Year 2016/17 for the services provided pursuant to the Jolley Trolley Agreement;

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

WHEREAS, both the city and PSTA understand the significant traffic congestion on Clearwater Beach and need for expanded alternative ways for residents, visitors, and employers 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 Spring Break period of February 24, 2017 through April 30, 2017 including stops at the Garden Avenue parking garage, the Clearwater Downtown Marina and Clearwater City Hall; and

WHEREAS, PSTA will not extend existing bus services to these 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 are incorporated herein by reference.

2. **BASE SERVICE COSTS.** City of Clearwater will contribute a lump sum of Fifty Thousand Dollars (\$50,000) to PSTA for the enhanced service on the Jolley Trolley South Beach Route during the 2017 Spring Break, beginning February 24, 2017 and ending April 30, 2017.
3. **FAILURE TO MAKE PAYMENT.** PSTA shall invoice the City of Clearwater on or about March 1, 2017 for the City of Clearwater's contribution as provided in Section 2 above. The City of Clearwater shall pay said invoice no later than April 1, 2017. In the event City of Clearwater fails to make the payment provided in Section 2 above by April 1, 2017, PSTA may cancel this Agreement and terminate the enhanced trolley services.
4. **JOINT MARKETING.** The Parties agree to coordinate a joint marketing effort to advertise this enhanced service.
5. **EFFECTIVE DATE.** This Agreement shall take effect on the first date above written and shall terminate on April 30, 2017.
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 or to require PSTA to provide any specific enhanced service on the Suncoast Beach Trolley.

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

PINELLAS SUNCOAST TRANSIT AUTHORITY

Witness By: _____
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, CMC
City Clerk

Camilo A. Soto, Assistant City Attorney