

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

THIS SECOND AMENDMENT TO COASTAL ROUTE FUNDING AGREEMENT (Second Amendment) is entered into on this 21st day of December, 2018, 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 DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, with its principal place of business located at 112 South Osceola Avenue, Clearwater, Florida 33756 (Clearwater DDB), the CITY OF TARPON SPRINGS, a municipal corporation with its principal place of business located at 324 East Pine Street, Tarpon Springs, FL 34689 (Tarpon Springs), the CITY OF DUNEDIN, a municipal corporation with principal place of business located at 542 Main Street, Dunedin, FL 34698 (Dunedin), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida with its principal place of business located at 315 Court Street, Clearwater, FL 33756 (Pinellas County)(collectively, the “Parties”) to amend and renew that certain Coastal Route Funding Agreement entered into by the Parties on September 26, 2016 as amended by that certain First Amendment effective October 1, 2017 (the Agreement).

WHEREAS, pursuant to the Agreement, Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County have been contributing funding to PSTA to supplement fixed route trolley services along the Coastal Route, and

WHEREAS, PSTA has renewed and entered into a new agreement with Jolley Trolley Transportation of Clearwater, Inc. to continue to provide the Coastal Route which is effective through September 30, 2022 (the “Jolley Trolley Agreement”); and

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

WHEREAS, unless otherwise defined in this Amendment, all capitalized terms used in this Second 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. All references to the “Jolley Trolley Agreement” throughout the Agreement shall include and be deemed to include the renewed Jolley Trolley Agreement as set forth in this Second Amendment.

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

3. Section 2 of the Agreement is hereby amended to read as follows:

BASE SERVICE COSTS. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall each contribute toward PSTA's financial obligations under the Jolley Trolley Agreement for the actual revenue hours provided along the Coastal Route for each fiscal year the Agreement is in effect. PSTA will send an invoice to each of the Parties no later than the fifteenth (15th) day of the month immediately following the month during which fixed route trolley services were provided along the Coastal Route. Each invoice shall be based on actual revenue hours provided. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall remit payment on the fifteenth (15th) day of the month following receipt of such invoice. For the fiscal year beginning October 1, 2018 and ending September 30, 2019, the funding contribution amount shall not exceed the following amounts:

Clearwater DDB	\$15,951
Tarpon Springs	\$41,352
Dunedin	\$41,352
Pinellas County	\$41,352

The rates set forth in this Section 2 shall increase annually by five percent (5%) each year from the Effective Date of this Second Amendment through the term of the Agreement, which coincides with the Jolley Trolley Agreement.

4. Section 3 of the Agreement is hereby amended to read as follows:

In the event Clearwater DDB, Tarpon Springs, Dunedin, or Pinellas County, in its respective sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to under this Agreement, such party shall notify PSTA of such occurrence and this Agreement shall terminate as to that party on the last day of the current fiscal period. However, in the event Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County collectively fail to make the payments provided in Section 2 above, PSTA may cancel this Agreement, which may result in the termination of the Trolley Services.

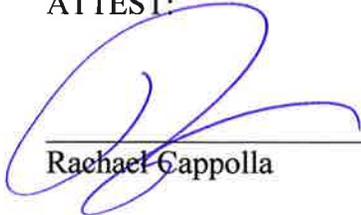
5. This Second Amendment shall be effective October 1, 2018 through the term of the Agreement, which coincides with the Jolley Trolley Agreement. All other provisions of the Agreement not specifically amended by this Second Amendment, shall remain in full force and effect. To the extent that this Second Amendment conflicts with the Agreement, the provisions of this Second Amendment shall govern.

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

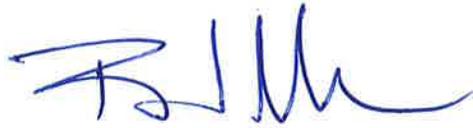
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the date first above written.

PINELLAS SUNCOAST TRANSIT AUTHORITY

ATTEST:



Rachael Cappolla



Brad Miller, Chief Executive Officer

APPROVED AS TO FORM:



Alan S. Zimmet, General Counsel

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**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

CITY OF CLEARWATER DOWNTOWN DEVELOPMENT BOARD

By: _____
Mr. Paris Morfopoulos, Chairman

Approved as to form:

Elise K. Winters, Esq.
Board Attorney

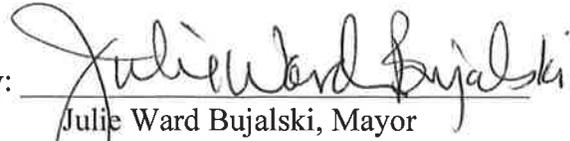
REFER TO "AGREEMENT TO REINSTATE AND RATIFY COASTAL ROUTE FUNDING AGREEMENT AS TO CLEARWATER DDB AND PSTA" LOCATED AFTER SIGNATURE PAGES.

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**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

CITY OF DUNEDIN

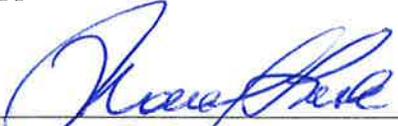
By: 
Jennifer K. Bramley, City Manager

By: 
Julie Ward Bujalski, Mayor

Attest:

City Clerk

Approved as to form:


Thomas J. Trask, B.C.S.
City Attorney

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

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

PINELLAS COUNTY, FLORIDA

By: _____
Mark S. Woodard, County Administrator

ATTEST:
KEN BURKE, Clerk of Court

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: _____
Office of the County Attorney

REFER TO "AGREEMENT TO REINSTATE AND RATIFY COASTAL ROUTE FUNDING AGREEMENT
AS TO PINELLAS COUNTY AND PSTA" LOCATED AFTER SIGNATURE PAGES.

**AGREEMENT TO REINSTATE AND RATIFY COASTAL ROUTE FUNDING
AGREEMENT AS TO CLEARWATER DDB AND PSTA**

THIS AGREEMENT (**Agreement**) entered into on this 21st day of December, 2018, shall adopt, ratify, renew, reinstate, amend, and supplement that certain Coastal Route Funding Agreement dated September 26, 2016 (the **Original Agreement**), as to the CITY OF CLEARWATER DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, with its principle place of business located at 112 South Osceola Avenue, Clearwater, Florida 33756 (**Clearwater DDB**), and the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district with its principle place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 (**PSTA**).

WHEREAS, PSTA, by and through its agreement with Jolley Trolley Transportation of Clearwater, Inc. dated September 28, 2016 (the **Original Jolley Trolley Agreement**), procured the use of fixed route trolley services including the fixed route services to the public from Clearwater Beach to Downtown Clearwater, Dunedin, the unincorporated area of Palm Harbor/Ozona, and Tarpon Springs (the **Coastal Route**);

WHEREAS, PSTA and Clearwater DDB were party to the Original Agreement which incorporated by reference the Original Jolley Trolley Agreement as Exhibit 1; and

WHEREAS, recognizing the benefits of the Coastal Route, in the Original Agreement Clearwater DDB, along with Pinellas County (**Pinellas County**), City of Tarpon Springs (**Tarpon Springs**), and City of Dunedin (**Dunedin**), agreed to make funding contributions to supplement the costs of the Coastal Route; and

WHEREAS, the Original Agreement was modified by PSTA and the Clearwater DDB as set forth in that certain letter dated September 16, 2016 (the **DDB Modification**); and

WHEREAS, a true and accurate copy of the Original Agreement with the Original Jolley Trolley Agreement and the DDB Modification is attached hereto as Exhibit A; and

WHEREAS, the Original Jolley Trolley Agreement expired and, after competitive solicitation was replaced by an Agreement for Trolley Operations and Related Services by and between PSTA and Jolley Trolley Transportation of Clearwater, Inc. dated March 30, 2017 (the **Revised Jolley Trolley Agreement**); and

WHEREAS, the Original Agreement was scheduled to expire on September 30, 2017, but was renewed and amended for an additional year effective October 1, 2017; and

WHEREAS, while PSTA, Tarpon Springs, and Dunedin executed a first amendment (the **First Amendment**), a true and accurate copy of which is attached hereto as Exhibit B, PSTA inadvertently and unintentionally failed to obtain the final executed document from Pinellas County and Clearwater DDB; and

WHEREAS, the trolley fixed route services have continued to be provided along the Coastal Route during the term established by the First Amendment and through the date of this Agreement; and

WHEREAS, PSTA, Tarpon Springs, and Dunedin have approved a second amendment to renew and amend the Coastal Route Funding Agreement through September 30, 2022, and provide for fiscal non-funding/non-appropriation clauses to account for the extended term (the **Second Amendment**), a true and accurate copy of which is attached hereto as Exhibit C; and

WHEREAS, rather than executing the First Amendment and Second Amendment as drafted and past their effective date, PSTA and Clearwater DDB desire to correct this inadvertent error by adopting, ratifying, renewing, and reinstating the Coastal Route Funding Agreement on the terms stated herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PSTA and Clearwater DDB agree:

The First Amendment is hereby adopted, ratified, renewed, reinstated, amended, and supplemented as if PSTA and Clearwater DDB had timely executed the First Amendment with the following revisions as to Clearwater DDB:

1. All references to the Jolley Trolley Agreement shall mean the Revised Jolley Trolley Agreement; and
2. Renewal by the Clearwater DDB beyond September 30, 2018, is subject to approval of the renewal and appropriation of funds by the Clearwater DDB.

The Second Amendment is hereby adopted, ratified, renewed, reinstated, amended, and supplemented as if PSTA and Clearwater DDB had timely executed the Second Amendment with the following revisions as to Clearwater DDB:

1. All references to the Jolley Trolley Agreement shall mean the Revised Jolley Trolley Agreement; and
2. PSTA and Clearwater DDB understand and agree that Clearwater DDB's obligation to make the contribution provided in Section 2 of the Second Amendment beyond September 30, 2019, is subject to approval of the renewal and appropriation of funds by the Clearwater DDB. Nothing contained herein shall be construed as altering or affecting the remainder of Section 3 of the Second Amendment that PSTA may cancel the Coastal Route Funding Agreement in the event Clearwater DDB, Tarpon Springs, Dunedin and Pinellas County collectively fail to make the payments provided in Section 2 above, which may result in the termination of the Coastal Route.

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Signatures on Next Page

IN WITNESS WHEREOF, PSTA and Clearwater DDB have caused this Agreement to be executed as of the date first above written.

PINELLAS SUNCOAST TRANSIT AUTHORITY

ATTEST:


Rachael Cappolla


Brad Miller, Chief Executive Officer

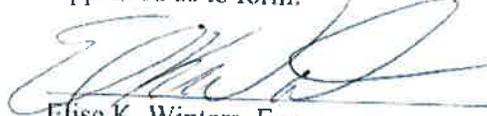
APPROVED AS TO FORM:


Alan S. Zimmer, General Counsel

CITY OF CLEARWATER DOWNTOWN
DEVELOPMENT BOARD

By: 
Mr. Stu Sjouwerman, Vice-Chairman

Approved as to form:


Elise K. Winters, Esq.
Board Attorney
Office of the County Attorney

AGREEMENT TO REINSTATE AND RATIFY COASTAL ROUTE FUNDING
AGREEMENT AS TO PINELLAS COUNTY AND PSTA

THIS AGREEMENT (**Agreement**) entered into on this 11TH day of December 2018, shall adopt, ratify, renew, reinstate, amend, and supplement that certain Coastal Route Funding Agreement dated September 26, 2016 (the **Original Agreement**), as amended October 1, 2017 and October 1, 2018 (collectively, the **Coastal Route Funding Agreement**), as to PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida with its principle place of business located at 315 Court Street, Clearwater, FL 33756 (**Pinellas County**) and the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district with its principle place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 (**PSTA**).

WHEREAS, PSTA and Pinellas County were party to the Original Agreement, which supplemented fixed route trolley services to the public from Clearwater Beach to Downtown Clearwater, Dunedin, the unincorporated area of Palm Harbor/Ozona, and Tarpon Springs, all as set forth in the Original Agreement (the **Coastal Route**); and

WHEREAS, recognizing the benefits of the Coastal Route, in the Original Agreement Pinellas County, along with the City of Clearwater Downtown Development Board (**Clearwater DDB**), City of Tarpon Springs (**Tarpon Springs**), and City of Dunedin (**Dunedin**) agreed to make funding contributions to supplement the costs of the Coastal Route; and

WHEREAS, a true and accurate copy of the Original Agreement is attached hereto as Exhibit A; and

WHEREAS, the Original Agreement was scheduled to expire on September 30, 2017 but was renewed and amended for an additional year effective October 1, 2017 (the **First Amendment**) a true and accurate copy of which is attached hereto as Exhibit B; and

WHEREAS, while PSTA, Tarpon Springs, and Dunedin executed the First Amendment, PSTA inadvertently and unintentionally failed to seek approval of the document from Pinellas County and Clearwater DDB; and

WHEREAS, the trolley fixed route services have continued to be provided along the Coastal Route during the term established by the First Amendment and through the date of this Agreement; and

WHEREAS, PSTA, Tarpon Springs, and Dunedin have approved a second amendment to renew and amend the Coastal Route Funding Agreement through the earlier of September 30, 2022 or the termination of the Agreement for Trolley Operations and Related Services between PSTA and Jolly Trolley Transportation of Clearwater, Inc., and provide for fiscal non-funding/non-appropriation clauses to account for the extended term (the **Second Amendment**) a true and accurate copy of which is attached hereto as Exhibit C; and

WHEREAS, rather than executing the First Amendment and Second Amendment past their effective date, PSTA and Pinellas County desire to correct this inadvertent error by adopting,

ratifying, renewing, and reinstating the Coastal Route Funding Agreement retroactively on the terms stated herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PSTA and Pinellas County agree that the Original Agreement as amended and renewed by the First Amendment and Second Amendment is hereby adopted, ratified, renewed, reinstated, amended, and supplemented as if PSTA, Clearwater DDB, and Pinellas County had timely executed the First Amendment and Second Amendment thereto.

IN WITNESS WHEREOF, PSTA and Pinellas County have caused this Agreement to be executed as of the date first above written.

PINELLAS SUNCOAST TRANSIT AUTHORITY

ATTEST:

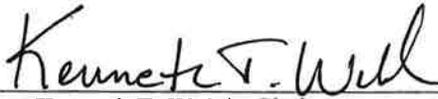

Rachael Cappolla


Brad Miller, Chief Executive Officer

APPROVED AS TO FORM:


for
Alan S. Zimmet, General Counsel

PINELLAS COUNTY, FLORIDA, by and through
its Board of County Commissioners

By: 
Kenneth T. Welch, Chairman

ATTEST:

KEN BURKE, Clerk of Court

By: 
Deputy Clerk

APPROVED AS TO FORM

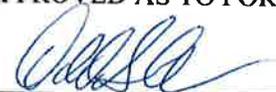
By: 
Office of the County Attorney



EXHIBIT A

COASTAL ROUTE FUNDING AGREEMENT

THIS FUNDING AGREEMENT (Agreement) is entered into on this 26th day of September, 2016, 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 CITY OF CLEARWATER DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, Florida ("Clearwater DDB"), with its principal place of business located at 112 South Osceola Avenue, Clearwater, Florida 33756, the CITY OF TARPON SPRINGS, a municipal corporation of the State of Florida ("Tarpon Springs"), with its principal place of business located at 324 East Pine Street, Tarpon Springs, FL 34689, the CITY OF DUNEDIN, a municipal corporation of the State of Florida ("Dunedin"), with its principal place of business located at 542 Main Street, Dunedin, Florida 34698, PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Pinellas County"), with its principal place of business located at 315 Court Street, Clearwater, Florida 33756 (collectively referred to as the "Parties").

WHEREAS, PSTA, by and through its agreement with Jolley Trolley Transportation of Clearwater, Inc. dated September 2nd, 2016 (the "Jolley Trolley Agreement") (attached hereto as **Exhibit 1**) has procured the use of fixed route trolley services including the fixed route services to the public from Clearwater Beach to Downtown Clearwater to Dunedin, the unincorporated area of Palm Harbor/Ozona and Tarpon Springs (the "Coastal Route");

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

WHEREAS, the Parties, recognizing the benefits of the Coastal Route provided by the Trolley Services will bring, desire to make a contribution to PSTA toward PSTA's financial obligations under the Jolley Trolley Agreement, on the terms and conditions set forth herein; and

WHEREAS, PSTA will not enter into the Jolley Trolley Agreement without the shared contributions of Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County (collectively referred to as the "Partners"), 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. The above recitals are true and correct and, together with all exhibits, are incorporated herein by reference.
2. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County will each contribute toward PSTA's financial obligations under the Jolley Trolley Agreement for the Coastal Route services beginning October 1, 2016 and ending September 30, 2017. PSTA shall send an invoice to each of the Partners no later than the 15th day of the month following the service which will be based on actual revenue hours provided to PSTA by Jolley Trolley. The contributions made under this Agreement and sent via invoice will be paid directly to PSTA on the 15th day of the month following receipt of each invoice (such that the first payment shall

be due on November 15, 2016). In any event, the total contribution amount for the Partners shall not exceed the following amounts:

Clearwater DDB	\$13,520
City of Dunedin	\$35,049
Pinellas County	\$35,049
City of Tarpon Springs	\$35,049

3. In the event Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County collectively fail to make the payments provided in Section 2 above, PSTA may cancel this Agreement, which may result in the termination of the Trolley Services.
4. The Parties understand that both a Farebox Recovery Estimate and an Advertising Estimate has been set as set forth on **Page 16 of Exhibit 1**. The Parties agree that PSTA shall be responsible for ensuring Jolley Trolley receives the Farebox Recovery Estimate and that the Partners shall be responsible for ensuring that Jolley Trolley receives the Advertising Recovery Estimate.

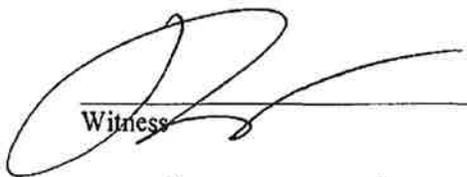
The Parties further understand that within thirty (30) days of the end of the contract term for the Jolley Trolley Agreement, that Jolley Trolley and PSTA shall perform a farebox revenue reconciliation which compares the farebox revenue forecast with the actual farebox revenue (the "Farebox Reconciliation"). If the farebox income collected exceeds the farebox recovery estimate set forth on **Page 16 of Exhibit 1** (the "Farebox Recovery Estimate"), no additional payment shall be due to Jolley Trolley. However, if the farebox income collected is less than the Farebox Recovery Estimate, PSTA shall be responsible to pay the amount equal to the difference between the fares collected and the Farebox Recovery Estimate.

The Parties further understand that within thirty (30) days of the end of the contract term for the Jolley Trolley Agreement, that Jolley Trolley and PSTA shall perform an advertising revenue reconciliation which compares the advertising revenue forecast with the actual advertising revenue (the "Advertising Reconciliation"). If the advertising revenue income collected exceeds the advertising recovery estimate set forth on **Page 16 of Exhibit 1** (the "Advertising Recovery Estimate"), no additional payment shall be due to Jolley Trolley. However, if the advertising revenue collected is less than the Advertising Recovery Estimate, the Partners shall be responsible to pay the amount equal to the difference between the advertising revenue collected and the Advertising Recovery Estimate, even if PSTA pays Jolley Trolley directly and then seeks reimbursement from the Partners. The Partners shall make any such payment within thirty (30) days from receipt of any such bill. Any amount due shall be pro-rated among the Partners based on the percentages of each Partner's financial contribution.

5. This Agreement shall take effect on the first date above written and shall terminate upon the expiration or termination of the Jolley Trolley Agreement, however terminated.
6. 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.

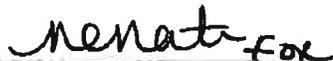
PINELLAS SUNCOAST TRANSIT AUTHORITY


 Witness _____


 By: _____
 Brad Miller, Chief Executive Officer

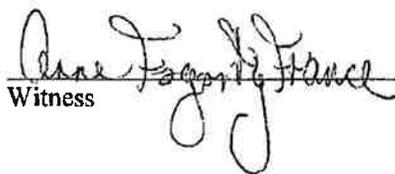

 Witness _____

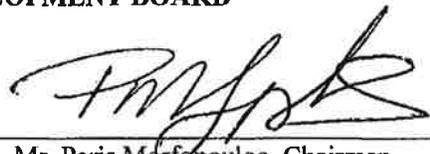
Approved as to Form:



 Alan S. Zimmet, Esq. General Counsel

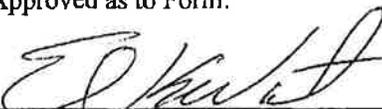
CLEARWATER DOWNTOWN DEVELOPMENT BOARD


 Witness _____


 By: _____
 Mr. Paris Morfopoulos, Chairman

Witness

Approved as to Form:



 Elise K. Winters, Esq.

Counsel for the Board

CITY OF TARPON SPRINGS, FLORIDA

Jane S. [Signature]
Witness

By: [Signature]
City Manager Mark LeCouris

[Signature]
Witness

By: [Signature]
Mayor Chrisostomo Alarcon

Approved as to Form:

[Signature]
Jay Daigheault, Esq.
City Attorney for Tarpon Springs

CITY OF DUNEDIN, FLORIDA

[Signature]
Witness

By: [Signature]
Douglas Hutchens, Interim City Manager

[Signature]
Witness

By: [Signature]
Julie Bujalski, Mayor

Approved as to Form:

[Signature]
Thomas J. Trask, Esq.
City Attorney

PINELLAS COUNTY, FLORIDA

[Signature]
Witness

By: [Signature]
Mark S. Woodard, County Administrator

[Signature]
Witness

Approved as to Form:

By: [Signature]
Office of County Attorney

EXHIBIT 1

JOLLEY TROLLEY SERVICES AGREEMENT

THIS AGREEMENT is entered into on this 28th day of September 2016 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 JOLLEY TROLLEY TRANSPORTATION OF CLEARWATER, INC., ("Jolley Trolley"), with its principal place of business located at 410 North Myrtle Avenue, Clearwater, Florida 33755 (collectively referred to as the "Parties").

WHEREAS, Jolley Trolley currently provides fixed route services to the public from Clearwater Beach to Downtown Clearwater to Dunedin, the unincorporated area of Palm Harbor and Tarpon Springs (the Coastal Route); and

WHEREAS, Jolley Trolley currently provides fixed route services to the public from - Island Estates, Clearwater Beach, and Sand Key (the Beach Route); and

WHEREAS, Jolley Trolley currently provides fixed route services to the public from Harborview Center to the Clearwater Marine Aquarium ("CMA"); and

WHEREAS, Jolley Trolley currently provides fixed route services to the public from the Safety Harbor Resort and Spa located at 105 North Bayshore, Countryside Mall and Downtown Dunedin (the Safety Harbor Route); and

WHEREAS, the Parties desire to continue these four fixed route services "the Routes" on the terms and conditions stated herein; and

WHEREAS PSTA wishes to fund the Routes in accordance with the terms and conditions stated herein; and

WHEREAS, Jolley Trolley wishes to accept such funding in accordance with the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and premises hereinafter made by PSTA and Jolley Trolley and further good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the Parties, it is agreed that:

SECTION 1 RECITALS

1.1 The above recitals are true and correct and incorporated herein.

SECTION 2 SCOPE OF SERVICES

2.1 USE OF FUNDS. Jolley Trolley shall use the funds provided under this Agreement solely for the purposes and obligations set forth in this Agreement. No funds provided to Jolley Trolley pursuant to the terms of this Agreement shall be used by Jolley Trolley to operate private

charters or private narrated tours. All funds provided to Jolley Trolley under this Agreement shall be kept separate and segregated from the funds used to provide or offer private charter services.

2.2 SERVICES. Jolley Trolley shall provide services as follows below. However, it is understood by Jolley Trolley that service parameters may change during this contract and the below may not be the final and complete description of services. PSTA staff will review all schedules for any routes. Any changes to the service or contract will be negotiated and be included as an amendment as needed, in agreement with the Jolley Trolley.

2.2.1 COASTAL ROUTE A fixed route service from Clearwater Beach to Downtown Clearwater, Dunedin, unincorporated Palm Harbor, and the Tarpon Springs Sponge Docks, along Alternate 19 as generally depicted in the service map, attached hereto as **Exhibit A** A new schedule will be created collaboratively between PSTA and Jolley Trolley staff to expand this route to a 7 day/week service.

2.2.2 BEACH ROUTE. A fixed route service as generally depicted in the route map, attached hereto as **Exhibit B** (the "Beach Route"). In addition Jolley Trolley shall provide additional service on the Beach Route and as needed due to traffic delays, congestion, special events, etc.

2.2.3 SAFETY HARBOR ROUTE. A fixed route service from Dunedin to Summerdale/Rt. 580 to Safety Harbor; and as generally depicted in the service map, attached hereto as **Exhibit C** (the "Safety Harbor Route"). Jolley Trolley shall provide the Route on Friday, Saturday and Sunday on the schedule hours set forth in **Exhibit C**, and shall maintain, at a minimum, a sixty (60) minute headway frequency at all times. Jolley Trolley shall operate the Route with a timed connection to the Coastal Route until the planned service change in February 2017.

2.2.4 CLEARWATER MARINE AQUARIUM ROUTE. A fixed route service available to the public between Harborview Center and the Clearwater Marine Aquarium.

2.3 MAINTENANCE OF FARES. Jolley Trolley shall maintain the fares charged for the service on the Routes throughout the term of this Agreement so that fares charged by Jolley Trolley for services on the Routes are equal to those charged by PSTA, including any changes to PSTA's present fare structure that are made by PSTA, at PSTA's sole discretion, during the term of this Agreement. The fares charged by Jolley Trolley for the Routes shall comply with all federal and state laws, regulations and rules.

All Jolley Trolley routes, fares, and scheduled services or substantial changes to these, must be reviewed by PSTA's Chief Executive Officer or his/her designee if they relate to the services described above.

A substantial route change is any change of service of 25 percent or more of transit route miles of a route, or 25 percent or more of the number of transit revenue vehicle miles of a route completed on a daily basis for the day of the week for which the change is made. If a public

hearing is necessary for a substantial route change, PSTA will be responsible to hold any meetings required by the substantial route change.

In concert with PSTA, Jolley Trolley shall post notices as required and approved by PSTA, in accordance with PSTA rules and regulations, to inform passengers prior to any substantial route changes and all fare changes.

2.4 ENCODED PASSES AND TRANSFERS. Jolley Trolley shall accept all PSTA encoded passes, magnetic stripe, and flash passes, and shall distribute free transfers to its passengers on the Routes which shall allow its passengers to ride PSTA operated fixed route service. Jolley Trolley shall accept employee passes issued by PSTA and Hillsborough Area Regional Transit (“HART”) and others holding PSTA’s retiree or lifetime passes and shall not charge these riders any fare for riding the Routes. PSTA and HART shall also give free rides to Jolley Trolley employees with employee badges. The CMA Route is free to all passengers.

2.5. FARE COLLECTION TECHNOLOGIES. Jolley Trolley shall participate in fare collection technology updates, as part of the Regional Revenue Collection and Interjurisdictional Mobility Project; specifically, a mobile application to be implemented in fiscal year 2017 and any smartcard technology as implemented beyond fiscal year 2017. PSTA will assist Jolley Trolley in fiscal year 2017 with any on-board equipment needed for the deployment of this technology whether through loan or purchase.

2.6 SHARED STOPS & SIGNAGE. Jolley Trolley shall accept free transfers between Jolley Trolley and PSTA riders at all stops that are shared between Jolley Trolley and PSTA on the Routes. Jolley Trolley shall provide for Jolley Trolley signage at all PSTA stops on the Routes which are shared with Jolley Trolley and shall install Jolley Trolley signage at all stops on the Routes which are not PSTA stops.

2.7 PSTA DECALS. Jolley Trolley shall have a PSTA decal visibly displayed on all vehicles used on the Routes to indicate that PSTA is a partner with Jolley Trolley for the service provided. PSTA shall also have a Jolley Trolley decal visibly displayed on all vehicles used on the Routes to indicate that Jolley Trolley is a partner with PSTA for the service provided.

2.8 WHEELCHAIR ACCESS. Jolley Trolley shall provide wheelchair accessibility in accordance with ADA regulations on all Jolley Trolley vehicles used to provide service on the Routes.

2.9 JOLLEY TROLLEY OPERATIONS. PSTA shall deal directly with Jolley Trolley’s Administrator and shall have no right and agree not to attempt to directly control the activities, work, and daily operations of Jolley Trolley’s employees, including the method of operation for any vehicle. Any rights the other parties may have over Jolley Trolley’s operations shall be subordinate to the actions taken by Jolley Trolley to ensure the safety of Jolley Trolley’s operations, for which Jolley Trolley shall remain solely responsible. Jolley Trolley agrees to

abide by any regulations PSTA may adopt in the future governing public transit operators in the Pinellas Suncoast Transit area.

2.10 PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide funding which will be used to supplement fares charged by Jolley Trolley to allow service to the Routes. The relationship of the Parties as outlined in this Agreement is that of funding to a provider. No other control or relationship is contemplated by this Agreement.

SECTION 3 CONTRACT TERM

3.1 TERM. This Agreement shall be effective for a twelve (12) month period commencing October 1, 2016 and terminating September 30, 2017 (the "Contract Term").

SECTION 4 FUNDING

4.1 FUNDING. PSTA shall provide funding to Jolley Trolley as set forth in **Exhibit D**.

4.2 BILLING AND PAYMENTS. Jolley Trolley shall provide PSTA with a written request for funding no later than the 10th day of each month for actual service and deadhead hours of the Routes service for the month immediately preceding the invoice. The amount of funding shall be in accordance with the hourly rates set forth in **Exhibit D** attached hereto and the aggregate amounts requested shall not exceed the funding amounts set forth in **Exhibit D** (Section 4.1 above). Upon receipt of a written request for funding from Jolley Trolley, PSTA shall remit funding to Jolley Trolley via mail sent out no later than the 20th of each month.

4.3 FAREBOX RECONCILIATION. Within thirty (30) days of the end of the Contract Term, Jolley Trolley and PSTA shall perform a reconciliation which compares the farebox revenue estimate with the actual farebox revenue (the "Farebox Reconciliation"). If the fares collected exceed the farebox recovery estimate set forth in **Exhibit D** (the "Farebox Recovery Estimate"), no payment shall be due from PSTA to Jolley Trolley. If the fares collected are less than the Farebox Recovery Estimate, PSTA will make payment to Jolley Trolley within thirty (30) days of the Farebox Reconciliation in an amount equal to the difference between the fares collected and the Farebox Recovery Estimate.

4.4 ADVERTISING RECONCILIATION. Within thirty (30) days of the end of the Contract Term, Jolley Trolley and PSTA shall perform a reconciliation which compares the advertising revenue estimate with the actual advertising revenue (the "Advertising Reconciliation"). If the advertising revenue collected exceeds the advertising recovery estimate set forth in **Exhibit D** (the "Advertising Recovery Estimate"), no payment shall be due from PSTA to Jolley Trolley. If the advertising revenue collected is less than the Advertising Recovery Estimate, PSTA will make payment to Jolley Trolley within thirty (30) days of the Advertising Reconciliation in an amount equal to the difference between the advertising revenue collected and the Advertising Recovery Estimate.

4.5 MONITORING. PSTA shall receive all reports required under the Agreement and approve, in its sole discretion, all written requests for funding received from Jolley Trolley.

4.6 PSTA PARTNERS. The Parties acknowledge that subject to the Coastal Route Funding Agreement, certain PSTA Partners (Clearwater Downtown Development Board (DDB), Pinellas County and the cities of Clearwater, Dunedin and Tarpon Springs) will be making contribution to PSTA toward PSTA's financial obligations under this Agreement; and further that PSTA will not enter into this Agreement without the shared contributions of those PSTA Partners.

SECTION 5 EXPENDITURES AND FUNDING REPORTS

5.1 RECORDS. All costs charged against the funding provided under this Agreement, including any approved services contributed by Jolley Trolley, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers which shall set forth in detail the nature and propriety of the charges. Jolley Trolley shall, at all times during normal business hours, make available for examination all Jolley Trolley records, books, documents, papers, and data with respect to all matters covered by this Agreement and shall permit the Parties and/or their designated authorized representatives to audit and examine all records, books, documents, papers, data, and any other material related to this Agreement. All such records, books, documents, papers, data and any other material related to this Agreement shall be retained for four (4) years from the termination date of this Agreement. All records that are subject to audit as set forth in Section 5.3 shall be retained for four (4) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

5.2 REPORTS. Jolley Trolley shall provide monthly reports to PSTA summarizing ridership, miles, hours, free rides, financials, and other statistical information as required. Jolley Trolley reports shall include data of rider surveys on the Routes that are conducted periodically and randomly by Jolley Trolley in accordance with federal regulations. PSTA shall be copied on any reports or correspondence distributed to any of the indirect funding partners. PSTA shall also be notified of any verbal communication with any of the indirect funding partners affecting the service on the Routes.

5.3 AUDIT. Within sixty (60) days of the end of the term of this Agreement, Jolley Trolley shall deliver to PSTA a financial audit, to include findings as to Jolley Trolley's compliance with the terms of this Agreement. The audit report and audited financial statements shall be prepared by an independent CPA licensed to practice in the State of Florida. Jolley Trolley shall also submit within 60 days an NTD audit, in compliance with all required procedures related to the system for reporting and maintaining data in accordance with the National Transit Database (NTD) requirements and definitions set forth in 49 CFU Part 630, *Federal Register*, January 15, 1993, and as presented in the *NTD Reporting Manual*. In addition, all information must be submitted to PSTA that is required for PSTA to prepare PSTA's and Jolley Trolley's annual NTD Report for submission to the Federal Transit Administration.

SECTION 6 NOTICES

6.1 **REQUIREMENTS.** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified mail, return receipt requested, by personal delivery to the party to whom notice is given, or by facsimile, if a number listed below. Notices shall be sent to the Parties at the addresses shown below:

To PSTA:

Pinellas Suncoast Transit Authority
Brad Miller, CEO
3201 Scherer Drive
St. Petersburg, FL 33716
Facsimile: (727) 540-1913

To Jolley Trolley:

Rosemary Windsor, Executive Director
Jolley Trolley Transportation of Clearwater Inc.
410 North Myrtle Avenue
Clearwater, FL 33755

With required copy to:

Alan S. Zimmet, Esq.
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602
Phone: (813) 273-6677
Fax: (813) 223-2705

With required copy to:

Debra Gregory, Board Secretary
732 Snug Island
Clearwater, FL 33767
Phone: (727) 712-2399
Fax: (727) 712-2367

6.2 **EFFECTIVE DATE.** Notices shall be deemed effective and complete at the time of receipt if mailed, or upon receipt if otherwise delivered.

SECTION 7 COMPLIANCE WITH LAWS AND GOVERNING LAW

7.1 **COMPLIANCE WITH LAWS.** Jolley Trolley shall comply with all federal, state, county and local laws, rules and regulations applicable to PSTA. This includes all applicable regulations of the Federal Transit Administration (FTA) and Florida Department of Transportation, including but not limited to those regulations requiring a System Safety Program Plan, a Security Program Plan, a Continuity of Operations Plan, drug and alcohol regulations, FTA regulations governing fares, ADA regulations, and any local regulations PSTA may adopt in the future governing public transit operators within PSTA's service area. Jolley Trolley shall also comply with all applicable laws regarding drug-free workplaces.

7.2 **PUBLIC RECORDS.** In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 727-540-1806, RGarofalo@psta.net, 3201 Scherer Drive N, St. Petersburg, FL 33716.

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the Pinellas Suncoast Transit Authority (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award

against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

7.3 **GOVERNING LAW.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Venue for any state legal action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal legal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

7.4 **ATTORNEYS' FEES.** In the event a party to this Agreement should bring suit against any other party in respect to any matters provided for herein, the prevailing party shall be entitled to recover from the non-prevailing party its costs of court, legal expenses and reasonable attorneys' fees, including any such costs, expenses or fees incurred in an appeal.

SECTION 8 INDEMNIFICATION

8.1 **INDEMNIFICATION.** Jolley Trolley shall indemnify, defend, and hold harmless PSTA, Clearwater DDB, Pinellas County and the cities of Clearwater, Dunedin, and Tarpon Springs, as well as PSTA's, Clearwater DDB's, Pinellas County's and the cities of Clearwater's, Dunedin's and Tarpon Springs' directors, officers, employees, and agents from and against any and all losses, liabilities, damages, injuries, claims, suits, demands, costs and expenses of every kind and nature, including attorney's fees, and including claims for equitable relief of any kind or nature, arising out of or in connection with in any way any act, error, or omission committed during the performance of the services to be provided by Jolley Trolley under this Agreement, including but not limited to Jolley Trolley's provision of public transit service, or in any way arising out of this Agreement. For purposes of this indemnification provision, Jolley Trolley hereby waives its entitlement, if any, to immunity under Chapter 440, Florida Statutes. Nothing in this Section shall be construed as a waiver of any immunity that PSTA, Clearwater DDB, Pinellas County and the cities of Clearwater, Dunedin, and Tarpon Springs, may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Jolley Trolley shall require that any contractor or subcontractor with whom Jolley Trolley contracts for the operation of all or part of

its service or for the maintenance of its vehicles execute a hold harmless agreement agreeing to indemnify PSTA, Clearwater DDB, Pinellas County and the cities of Clearwater, Tarpon Springs, and Dunedin under the same terms of this Paragraph. The provisions of this Paragraph shall survive the termination of this Agreement, however terminated.

8.2 WAIVER OF LIABILITY. PSTA, Clearwater DDB, Pinellas County and the cities of Clearwater, Dunedin, and Tarpon Springs shall have no liability or responsibility for any acts or omissions of Jolley Trolley or of Jolley Trolley's agents, servants, contractors, subcontractors, or employees or for any property of Jolley Trolley, its agents, servants or employees or any other person's property which is damaged, lost or stolen.

SECTION 9 INSURANCE

9.1 INSURANCE. Jolley Trolley shall maintain the following insurance coverage during the term of this Agreement pursuant to the terms set forth in **Exhibit E** and which are hereby incorporated by reference as if set forth fully in this Section.

SECTION 10 TERMINATION

10.1 FOR CAUSE. If any party to this Agreement fails to comply with its respective obligations, provisions, and covenants hereunder, the other Parties may terminate this Agreement for cause upon written notice of termination which sets forth the manner of default or breach and the party's intention to terminate this Agreement. The terminating party shall allow seven (7) days for the breaching party to cure the breach or default, unless the breach arises from the misuse or misapplication of funds, fraud, or misfeasance, in which case, no opportunity to cure shall be afforded. When an opportunity to cure is provided, the notice of termination shall state the time period in which the cure is permitted and other appropriate conditions. If the breaching party fails to remedy the breach or default to the terminating party's satisfaction, within the time period set forth in the notice of termination when an opportunity to cure is provided, the terminating party shall have the right to terminate this Agreement.

10.2 NON-APPROPRIATION. In the event PSTA's Board of Directors determines not to appropriate the necessary funds for this Agreement, then this Agreement shall terminate without any party having any further responsibility to the other.

10.3 REMEDIES. Any such termination for default shall not in any way operate to preclude the non-breaching parties from pursuing all available legal remedies against the breaching party for said breach or default. If Jolley Trolley fails to comply with its respective obligations, such available remedies that may be sought by PSTA against Jolley Trolley shall include but be not limited to specific performance and the refund of any funds paid to Jolley Trolley.

10.4 WAIVER. In the event that a party elects to waive its remedies for any breach of any covenant, term or condition of this Agreement, such waiver shall only be valid if set forth in writing and signed by the waiving party and shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

SECTION 11 MISCELLANEOUS

11.1 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and shall be binding on their legal representatives, successors and assigns. This Agreement shall not be effective until executed by an authorized representative of PSTA and an authorized representative of Jolley Trolley and cannot be amended or altered in any way unless such amendment be in writing and signed by an authorized representative of PSTA and by an authorized representative of Jolley Trolley. No forbearance to exercise any right or privilege under this Agreement shall constitute a waiver of any such terms, rights or privileges, but the same shall continue and remain in full force and effect the same as if no such forbearance had occurred.

11.2 **MODIFICATION.** This Agreement shall not be modified except by written instrument signed by each of the Parties.

11.3 **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto, but the Parties may not assign this Agreement or any rights hereunder without first obtaining the written consent of the other Parties. Notwithstanding the foregoing, Jolley Trolley shall not assign this Agreement.

11.5 **HEADINGS.** All sections and descriptive subheadings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction of the interpretation hereof.

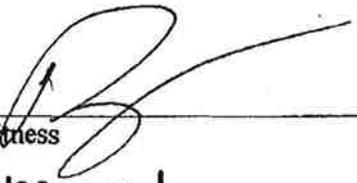
11.6 **SEVERABILITY.** If any provision or portion of this Agreement is held to be invalid by a court of competent jurisdiction, the provision shall be severable and the remainder of the Agreement shall not be affected.

11.7 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, the whole of which shall constitute a single fully executed agreement.

11.8 **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto, but the Parties may not assign this Agreement or any rights hereunder without first obtaining the written consent of the other Parties. Notwithstanding the foregoing, Jolley Trolley shall not assign this Agreement.

11.9 **AUTHORIZATION.** The undersigned represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties without the consent or joinder of any other person or party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives as of the date above.

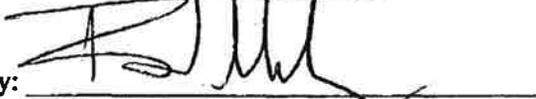


Witness

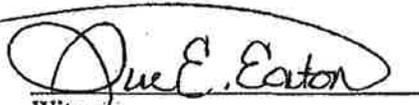
signed for

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

PINELLAS SUNCOAST TRANSIT AUTHORITY


By: _____
Brad Miller, Chief Executive Officer

JOLLEY TROLLEY OF CLEARWATER, INC.

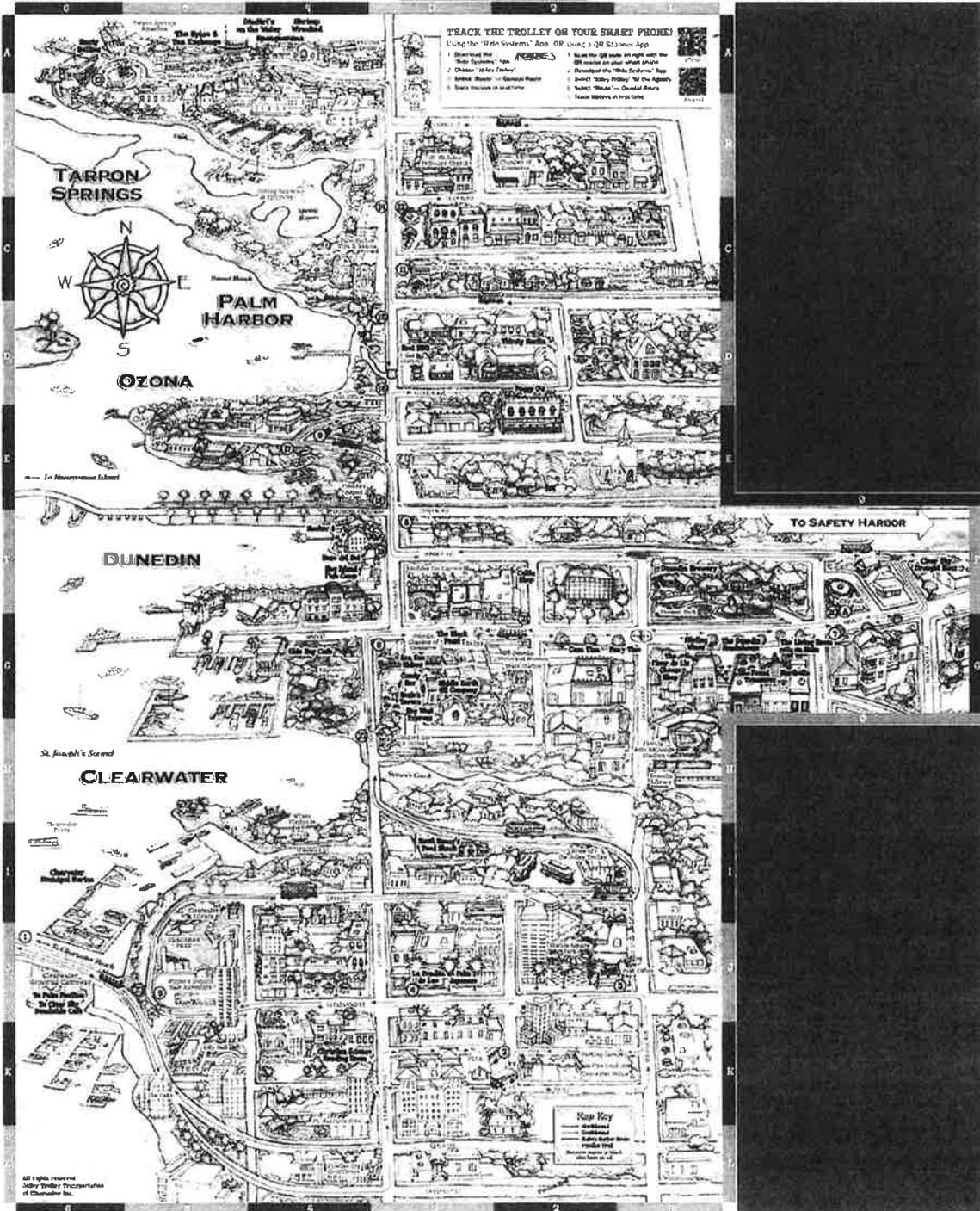


Witness

By: 

Rosemary Windsor, Executive Director

EXHIBIT A The Coastal Route



727-445-1200 THE JOLLEY TROLLEY COASTAL ROUTE SCHEDULE

STOP #	1	2	3	4	5	6	7	8	9	10	11	12	13
LOCATION	Public	Village Street (SMB)	Post Office	La Honda	Capitola	San Benito	Chico Hills	Castro	Agua Fria	Peñasco	San Juan	San Juan	San Juan
AM	10:30	10:37	10:40	10:43	10:43	10:53	10:50	10:08	10:12	10:17	10:20	10:26	10:30
PM	11:30	11:37	11:40	11:42	11:43	11:53	11:50	11:08	11:12	11:17	11:20	11:26	11:30
FRIDAY	10:30	10:37	10:40	10:42	10:43	10:53	10:50	10:08	10:12	10:17	10:20	10:26	10:30
SATURDAY	11:30	11:37	11:40	11:42	11:43	11:53	11:50	11:08	11:12	11:17	11:20	11:26	11:30

OPERATES EVERY FRIDAY, SATURDAY & SUNDAY SAFETY HARBOR SCHEDULE

Starts at 4:00 pm in Donnell with final departure from Safety Harbor at 4:28 pm

Starts at 10:00 am in Donnell with final departure from Safety Harbor at 11:28 pm

Starts at 10:00 am in Donnell with final departure from Safety Harbor at 11:28 pm

STOP #	14	15	16	17	18	19	20	21	22	23	24	25
LOCATION	Public	Chico Hills	Post Office	La Honda	Capitola	San Benito	Chico Hills	Castro	Agua Fria	Peñasco	San Juan	San Juan
AM	10:30	10:35	10:42	10:45	10:48	10:53	10:50	10:08	10:12	10:17	10:20	10:26
PM	11:30	11:35	11:42	11:45	11:48	11:53	11:50	11:08	11:12	11:17	11:20	11:26
FRIDAY	10:30	10:35	10:42	10:45	10:48	10:53	10:50	10:08	10:12	10:17	10:20	10:26
SATURDAY	11:30	11:35	11:42	11:45	11:48	11:53	11:50	11:08	11:12	11:17	11:20	11:26

OPERATES EVERY FRIDAY, SATURDAY & SUNDAY SAFETY HARBOR SCHEDULE

Starts at 4:00 pm in Donnell with final departure from Safety Harbor at 4:28 pm

Starts at 10:00 am in Donnell with final departure from Safety Harbor at 11:28 pm

Starts at 10:00 am in Donnell with final departure from Safety Harbor at 11:28 pm

STOP #	26	27	28	29	30	31	32	33	34	35	36	37
LOCATION	Public	Chico Hills	Post Office	La Honda	Capitola	San Benito	Chico Hills	Castro	Agua Fria	Peñasco	San Juan	San Juan
AM	10:30	10:35	10:42	10:45	10:48	10:53	10:50	10:08	10:12	10:17	10:20	10:26
PM	11:30	11:35	11:42	11:45	11:48	11:53	11:50	11:08	11:12	11:17	11:20	11:26
FRIDAY	10:30	10:35	10:42	10:45	10:48	10:53	10:50	10:08	10:12	10:17	10:20	10:26
SATURDAY	11:30	11:35	11:42	11:45	11:48	11:53	11:50	11:08	11:12	11:17	11:20	11:26

OPERATES EVERY FRIDAY, SATURDAY & SUNDAY SAFETY HARBOR SCHEDULE

Starts at 4:00 pm in Donnell with final departure from Safety Harbor at 4:28 pm

Starts at 10:00 am in Donnell with final departure from Safety Harbor at 11:28 pm

Starts at 10:00 am in Donnell with final departure from Safety Harbor at 11:28 pm

OTHER NOTES REGARDING FARES:

All fare calculations, including Jolley are used on the Jolley Trolley (JT) and other systems within the system. Please see Interagency between the two systems.

Interagency fares are calculated from the JT and other systems. Please see Interagency between the two systems.

Interagency fares are calculated from the JT and other systems. Please see Interagency between the two systems.

Regular Chair Fare (per ride)	Week	Interagency (per ride)
\$ 2.25	\$ 1.10	\$ 2.50
\$ 1.50	\$ 1.10	\$ 1.50
\$ 1.00	\$ 1.10	\$ 1.00
\$ 25.00	\$ 12.00	\$ 25.00
\$ 70.00	\$ 35.00	\$ 70.00

FARE STRUCTURE

Includes all passes and is purchased from the Jolley Trolley Office.

(Each currency required)

Regular Chair Fare (per ride)	Week	Interagency (per ride)
\$ 2.25	\$ 1.10	\$ 2.50
\$ 1.50	\$ 1.10	\$ 1.50
\$ 1.00	\$ 1.10	\$ 1.00
\$ 25.00	\$ 12.00	\$ 25.00
\$ 70.00	\$ 35.00	\$ 70.00

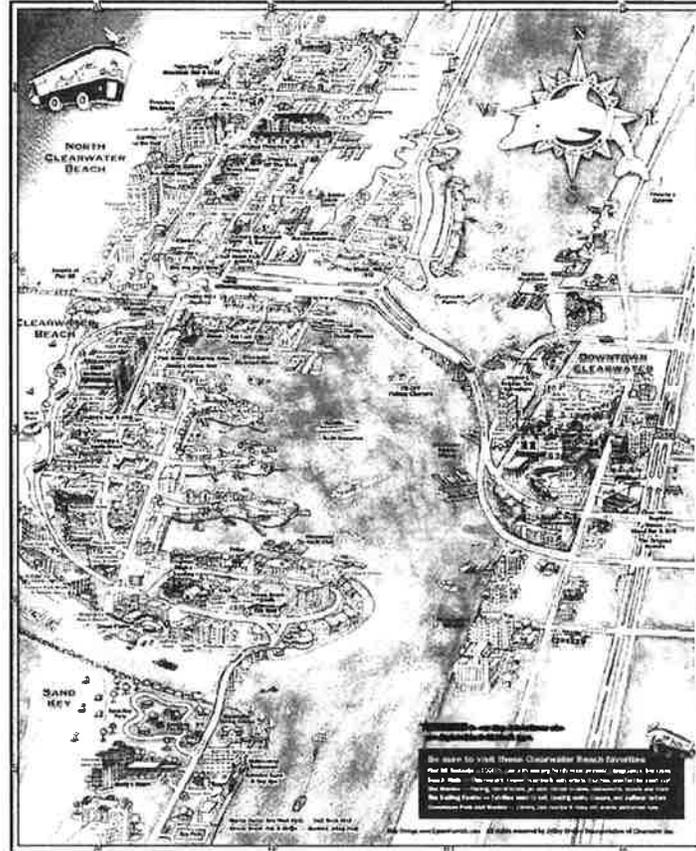
OTHER NOTES REGARDING FARES:

All fare calculations, including Jolley are used on the Jolley Trolley (JT) and other systems within the system. Please see Interagency between the two systems.

Interagency fares are calculated from the JT and other systems. Please see Interagency between the two systems.

Interagency fares are calculated from the JT and other systems. Please see Interagency between the two systems.

EXHIBIT B The Beach Route



727-445-1200
www.clearwatertrolley.com

THE JOLLEY TROLLEY ROUTE SCHEDULE



STOP #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
LOCATION	Public Beach	Asstadium	Harbor Way Golf	Port City	Pipers Pt.	Green Bays	Neckline Ct.	Acacia St.	480 Mandarin	Acacia Dr. E	Rockyview	Clearwater	Wilson	790 Island Way	Public Beach				
AM	10:00	10:02	10:05	10:08	10:07	10:08	10:10	10:13	10:15	10:17	10:19	10:20	10:22	10:24	10:26	10:28	10:30	10:32	10:34
PM	11:30	11:02	11:05	11:08	11:07	11:08	11:10	11:13	11:15	11:17	11:19	11:20	11:22	11:24	11:26	11:28	11:30	11:32	11:34
Week End & Sat	11:00	11:02	11:05	11:08	11:07	11:08	11:10	11:13	11:15	11:17	11:19	11:20	11:22	11:24	11:26	11:28	11:30	11:32	11:34
Peak Sun-Thurs	9:30	9:32	9:33	9:36	9:37	9:38	9:40	9:43	9:45	9:47	9:49	9:50	9:52	9:54	9:56	9:58	10:00	10:02	10:04

	FARE	REDUCED (62/60/61/62)
Regular Cash Fare (per ride)	\$ 2.25	\$ 1.10
4 BEST VALUE *		
Unlimited Daily Pass (end of day)	\$ 5.00	\$ 2.50
3-Day Pass NEW THIS YEAR!	\$10.00	\$ 5.00
Weekly Pass (7 days)	\$25.00	\$12.50
Monthly Pass (31 days)	\$70.00	\$35.00

Exact change required. Tickets & passes can be purchased from the Jolley Trolley drivers.
 All fare classifications are valid on Jolley Trolley and PSTA systems.
 Children 5 and under are free. Passes are non-transferable between service providers. PSTA routes 1000 and 2000 are \$1.00. All passes valid on most high-speed routes, non-transferable. If not applicable for use on damaged passes. Reduced fares require government Medicare or PSTA issued photo ID.
 *BEST VALUE BY: 400-800-8888 (800) 888-8888
 CLEARWATER BEACH MAP & GUIDE PRODUCED BY: CLEARWATER JOLLEY TROLLEY 727-445-1200

**TRACK THE TROLLEY
ON YOUR SMART PHONE!**

Scan the QR code above to track the trolley on your smart phone.
 Download the app on the App Store or Google Play.
 Scan the QR code above to track the trolley on your smart phone.

Ride the Jolley Trolley
COASTAL & SAFETY HARBOR ROUTES
 Operates every Friday, Saturday & Sunday
COASTAL ROUTE: Operates on Clearwater, Dunedin, Palm Harbor, Clearwater Beach & the Beaches.
SAFETY HARBOR ROUTE: Operates on Dunedin, Palm Harbor, Clearwater Beach & the Beaches.
 727-445-1200 • www.clearwatertrolley.com

EXHIBIT C
The Safety Harbor Route



Safety Harbor Schedule
Friday 4PM – 12AM
Saturday 10AM – 12AM Sunday 10AM – 10PM

Eastbound

Dunedin City Hall	Top of Hour
580E at Countryside Mall	13 minutes after the hour
McMullen Booth at Enterprise	17 minutes after the hour
SH Main St & Oak Ave	22 minutes after the hour
Safety Harbor City Hall	25 minutes after the hour
Safety Harbor Spa	28 minutes after the hour

Westbound

Safety Harbor Spa	28 minutes after the hour
Across from Fire Station	31 minutes after the hour
SH Main St & Oak Ave	34 minutes after the hour
McMullen Booth at Enterprise	39 minutes after the hour
Countryside Blvd (east of food court)	43 minutes after the hour
Dunedin City Hall	Top of the Hour

*times may change according to traffic

EXHIBIT D
Funding Formulas
Jolley Trolley
Coastal Route
FY17

Summary of Funding Formula

Total Costs	Total Hours	Total Cost Per Hour	Total
Total Estimated Hours	17,239.1	\$ 62.57	\$ 1,078,649
Farebox Estimate			\$ (253,482)
Advertising Revenue Estimate			\$ (20,880)
Total Anticipated Net Costs			\$ 804,286

Summary of Partial Funding Contributions

3 day/week Service Contributors	Partial Funding Contribution
Pinellas Suncoast Transit Authority (F-Su)	\$ 126,675
Clearwater DDB	\$ 13,520
Dunedin	\$ 35,049
Pinellas County	\$ 35,049
Tarpon Springs	\$ 35,049
Additional 4 day/week Service (PSTA Only M-Th)	\$ 558,946
Total Funding Contributions	\$ 804,286

Jolley Trolley Coastal FY 2017 Revised 8.12.16
Detail

Estimated-Operating Hours/Expenses-Coastal Supplemental

FY17:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
TOTAL HOURS (Revenue + Depreciated DM)	1461.07	1411.98	1474.84	1468.00	1381.88	1461.00	1418.05	1461.00	1418.00	1461.07	1464.97	1450.10	17,288.02
NET EXPENSE	\$ 37,947.89	\$ 37,019.79	\$ 38,899.38	\$ 38,420.01	\$ 36,429.35	\$ 38,420.01	\$ 37,429.35	\$ 38,420.01	\$ 37,429.35	\$ 37,444.97	\$ 38,078.98	\$ 38,603.35	\$ 465,655.83

DETAIL:

Scheduled Hours Revenue (# of service days x hrs/service day)	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Scheduled Hours Revenue (# of service days x hrs/service day)	1278.58	1233.00	1284.58	1272.53	1154.04	1278.53	1239.10	1272.48	1239.05	1278.58	1272.48	1245.10	15048.05
Additional Hours-Holiday Revenue (see listing below)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.15
Additional Hours-Plug Revenue	64.50	64.50	64.50	64.50	64.50	64.50	64.50	64.50	64.50	64.50	64.50	64.50	774.00
Scheduled Hours-DH (# of vehicles/service day x avg 0.58 hrs/vehicle)	109.74	106.20	109.74	109.74	99.17	109.74	106.20	109.74	106.20	109.74	109.74	106.20	1292.10
Additional Hours-Holiday-DH (holiday # of vehicles x avg 0.58 hrs/veh)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.77
Additional Hours-Plug-DH (0.22 of rev hours)	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	99.00
Total Hours (Sum of the Above)	1461.07	1411.98	1474.84	1468.00	1381.88	1461.00	1418.05	1461.00	1418.00	1461.07	1464.97	1450.10	17,288.02

Additional Detail	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
# of Mon-Thurs	17	18	17	18	16	18	16	17	19	17	19	16	208
# of Fridays	4	4	4	4	4	4	4	4	4	4	4	4	52
# of Saturdays	5	4	5	4	4	4	5	4	4	5	4	4	53
# of Sundays	6	4	4	4	4	4	4	4	4	4	4	4	52
Total Days	31	30	31	31	28	31	30	31	30	31	31	30	365
Additional Hours-Plug Revenue	64.50	64.50	64.50	64.50	64.50	64.50	64.50	64.50	64.50	64.50	64.50	64.50	774.00
Additional Hours-Plug-DH (22% of rev hours based on FY16 historic)	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	99.00
Additional Hours-Holiday Revenue (see listing below)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.15
Holiday # of Extra Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	3
Deadhead Hours per Vehicle for Scheduled and Holiday	0.59												

Anticipated Expenses	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Gross Expenses (Total Hours x Operating Cost/Hour)	\$ 62.57	\$ 91,419.15	\$ 88,345.71	\$ 92,280.74	\$ 91,040.60	\$ 83,340.74	\$ 88,727.39	\$ 91,416.02	\$ 88,724.26	\$ 91,419.15	\$ 91,037.47	\$ 89,483.36	\$ 1,078,649
Less: Farebox Recovery-Estimate (Gross Expenses x % F)	23.54	\$ 21,483.50	\$ 20,761.74	\$ 21,685.97	\$ 21,394.54	\$ 19,565.07	\$ 21,482.78	\$ 20,850.94	\$ 20,850.20	\$ 21,483.50	\$ 21,393.81	\$ 21,028.12	\$ 253,482
Less: Advertising Estimate (Gross Expenses x % Rate)		\$ 1,793.23	\$ 1,835.69	\$ 1,679.74	\$ 1,694.79	\$ 1,694.79	\$ 1,793.72	\$ 1,694.79	\$ 1,694.79	\$ 1,793.85	\$ 1,694.79	\$ 1,694.79	\$ 20,880
Less: Partners' 3-day Contributions (excluding PSTA)		\$ 10,194.07	\$ 9,983.91	\$ 10,432.61	\$ 9,596.31	\$ 9,631.66	\$ 10,194.07	\$ 9,631.66	\$ 9,631.66	\$ 10,194.07	\$ 9,631.66	\$ 9,631.66	\$ 118,665.52
Net Exp (Gross Exp - Farebox Recovery - Advt - Partners' Contributions)	\$ 57,947.86	\$ 57,019.79	\$ 58,376.46	\$ 58,420.01	\$ 52,429.35	\$ 58,606.84	\$ 55,888.66	\$ 58,606.84	\$ 56,547.64	\$ 57,144.97	\$ 59,078.98	\$ 55,603.35	\$ 685,621
Fully Allocated Cost/Revenue Hour (Gross Expense/Rev Hour)	68.07												
Total Monthly Expenses-PSTA Only	Total												

PSTA 3 day (04 th) contributions	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
PSTA 3 day (04 th) contributions	\$ 47,065.71	\$ 47,019.50	\$ 47,189.68	\$ 48,229.34	\$ 42,147.88	\$ 48,325.07	\$ 45,005.51	\$ 48,325.07	\$ 46,265.87	\$ 45,533.99	\$ 49,488.69	\$ 43,938.61	\$ 558,345.52
TOTAL COST OF ALL PARTNERS' CONTRIBUTIONS*	\$ 68,141.93	\$ 66,003.69	\$ 68,759.08	\$ 67,966.32	\$ 62,060.91	\$ 68,238.50	\$ 66,062.73	\$ 68,238.50	\$ 66,179.30	\$ 68,021.80	\$ 68,062.88	\$ 66,530.83	\$ 804,286.17

* See Attachment 10 for details.

Rev Hours	12/31
Sunday	6.00
New Year's Day	0.00
Tue	6.00
Wed	6.00
Thurs	6.00
Friday	6.00
Saturday	6.00
Memorial Day	6.00
Labor Day	6.00
Total Holiday Revenue Hours	74.15

**Jolley Trolley
Beach Route
FY17**

Summary of Funding Formula

Total Costs	Total Hours	Total Cost Per Hour	Total
Total Estimated Hours	10,417.1	\$ 62.57	\$ 651,797
Farebox Estimate			\$ (156,432)
Advertising Revenue Estimate			\$ (130,359)
Total Anticipated Net Costs			\$ 365,006

Summary of Partial Funding Contributions

Contributors	Partial Funding Contribution
Pinellas Suncoast Transit Authority	\$ 182,503
City of Clearwater	\$ 182,503
Total Funding Contributions	\$ 365,006

Proposed Jolley Trolley Funding Request and Budget
 Safety Harbor Route
 FY 2017

FY 2017 Forecast Operating Expenses

Total Hours	752.30
Operating Cost/Hour	\$ 62.57
TOTAL OPERATING COST	\$ 47,071

FY 2017 Forecast Operating Revenues

Projected Farebox Recovery	10.0%	\$ (4,707)
Projected Advertising Revenue	1.0%	\$ (471)
TOTAL PARTNER CONTRIBUTIONS		\$ 41,894

Proposed Funding Allocations

Funding Partner	FY 17 Split		FY 17 Proposed	
	Allocation	% of Total	Contribution	Proposed %
FDOT Service Development Grant	\$ 20,947	50.0%	\$ 20,947	50.0%
PSTA	\$ 20,947	50.0%	\$ 20,947	50.0%
Safety Harbor	\$ -	0.0%	\$ -	0.0%
TOTAL	\$ 41,894	100.0%	\$ 41,894	100.00%

Service will end 2/4/17

PSTA/Jolley Trolley FY17 Services Agreement
Page 21 of 24

Inlley Trolley Safety Harbor Bounce
FY 2017 DRAFT 4/23/2016

Estimated-Operating Hours/Expenses

□ = enter value

FY17:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
TOTAL HOURS	180.00	184.20	180.00	177.70	30.28								752.90
NET EXPENSES	\$ 10,611.78	\$ 9,149.86	\$ 10,556.08	\$ 9,895.64	\$ 1,686.22								\$ 41,893.55

Proposed Hours	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Scheduled Hours - Revenue (# of service days x # of vehicles per day)	180.00	184.20	180.00	148.00	22.00								626.00
Holiday Hours - Revenue (see listing below)	0.00	0.00	0.00	0.00	0.00								0.00
Additional Hours (Plugs) - Revenue (see listing below)	0.00	0.00	0.00	0.00	0.00								0.00
Scheduled Hours - DH per vehicle (service days x # of vehicles per day)	18.00	18.00	17.25	16.50	2.25								69.00
Holiday Hours - DH outside of vehicles (see listing below)	0.00	0.00	0.00	0.00	0.00								0.00
Additional Hours/Plugs - DH (0.25 hours per hour service day x vehicles per day)	2.56	3.20	2.56	3.20	1.28								15.60
Total Hours (sum of all above)	190.56	184.20	180.00	177.70	30.28								752.90

Additional Detail	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
# of Fridays	4	4	4	5	4	1	0	0	0	0	0	0	18
# of Saturdays	5	4	5	4	5	1	0	0	0	0	0	0	19
# of Sundays	5	4	4	4	5	0	0	0	0	0	0	0	18
Additional Hours (Plugs) - weekdays	4	4	5	4	5	2	0	0	0	0	0	0	20
Additional Hours (Plugs) - Revenue Hours (0.25 hours x max 168 hrs)	8.00	10.00	8.00	10.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32
Additional Hours (Plugs) - DH Hours (0.25 hours per service day x vehicles)	2.56	3.20	2.56	3.20	1.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.60
Holiday Hours - Revenue Hours (see listing below)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Holiday # of Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0
Bushead Hours per Vehicle for Scheduled and Holiday	0.15												0.15

Expenses	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
FAREBOX RECOVERY - Farebox Recovery - Advertising	\$ 62.57	\$ 11,923.34	\$ 10,271.99	\$ 11,118.69	\$ 1,894.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,071.41
Less: Farebox Recovery - Goal (Gross Expenses x % Rate)	10%	(\$1,192.33)	(\$1,027.40)	(\$1,186.08)	(\$189.46)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,707.14)
Less: Advertising - Goal (Gross Expenses x % Rate)	1%	(\$119.23)	(\$102.74)	(\$118.61)	(\$18.95)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$470.71)
Net Expense Per Vehicle - Farebox Recovery - Advertising	\$ 51.88	\$ 10,611.78	\$ 9,149.86	\$ 9,895.64	\$ 1,686.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,893.55
Fully Allocated Cost/Revenue Hour (Gross Expense/Revenue Hour)	\$ 70.36												\$ 70.36

Funding Sources	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
FOOT Service Development Grant	5,306.89	4,571.93	5,278.04	4,947.82	843.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,947.66
PSTA	5,306.89	4,571.93	5,278.04	4,947.82	843.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,947.66
Safety Harbor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	10,613.78	9,143.86	10,556.08	9,895.64	1,686.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,894.00

Holidays	Rev Hours	
Sa	New Year's Eve 12/31	3.00
Su	New Year's Day 1/1	0.00
Tue	Meml Grs 2/19	0.00
Fri	St. Patrick's Day 3/17	0.00
Fri	Cinco de Mayo 5/5	0.00
M	Memorial Day 5/30	0.00
M	Labor Day 9/5	0.00
Total Holiday Revenue Hours		3.00

NOTES:
 Invoicing will detail actual hours provided in each category.
 Additional hours will be explained by date and reason. Events outside of regular route service will not be covered by PSTA.
 Hours will not exceed above estimate on annual basis, but may vary by month.
 Fare box Reconciliation will occur at end of fiscal year if goal is not met.

**Jolley Trolley
CMA Route
FY17**

Summary of Partial Funding Contributions

Contributors	Partial Funding Contribution
Pinellas Suncoast Transit Authority - CMA Route Contribution	\$ 14,733

EXHIBIT E
Insurance Requirements

For Purposes of this Exhibit "Contractor" shall mean and refer to Jolley Trolley as defined in this Agreement.

Insurance.

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior to start of the contract.

Prior to beginning work (including pre-staging personnel and material), the Provider shall obtain insurance at his expense. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event the Provider has Subcontractors perform any portion of the work in this contract, either the Provider shall name those Subcontractors as "additional insurers" or each Subcontractors shall be required to have the same insurance requirements as the Provider. Insurance must be maintained throughout the entire term. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or termination of the Agreement. Delays in completing work resulting from failure of the Provider to maintain insurance shall not extend deadlines. For projects with a Completed Operations exposure, the Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended. Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of A- VIII as assigned by AM Best. Prior to start of the contract, Provider shall forward properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements as listed below. A copy of endorsement(s) and the additional insured need to be attached to the certificates. If the Provider has been approved by the State Department of Labor, as an authorized self-insurer for Workers' Compensation, PSTA shall recognize and honor such status. The Provider may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Provider's Excess Insurance Program. If the Provider participates in a self-insurance fund, updated financial statements may be required upon request. The Provider shall provide to PSTA's Purchasing Division satisfactory evidence of the required insurance, either:

- A Certificate of Insurance with an insurance endorsement
- A Certified copy of the actual insurance policy.

PSTA, at its sole option, has the right to request a certified copy of policies required by this contract. **Certificate of Insurance and policies must specify they are not subject to cancellation, non-renewal, material change, or reduced coverage unless at least 30 days' notice is given to PSTA.** The acceptance and approval of the Provider's Insurance shall not be construed as relieving the Provider from liability or obligation assumed under this contract or imposed by law. PSTA, Clearwater DDB, Pinellas County and the cities of Clearwater, Dunedin,

and Tarpon Springs and their employees and officers will be included as "Additional Insured" on all policies, except Workers' Compensation and Professional Liability.

Any certificate of insurance evidencing coverage provided by leasing company for either workers' compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that the Contractor is only using employees named on such a list to perform work for the County. Should employees not named be utilized by the Contractor, PSTA has the option to stop work without penalty to PSTA until proof of coverage or removal of the employee by the Contractor occurs, or alternately find the Contractor to be in default and take other protective measures as needed.

All insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of PSTA from the Contractor and subcontractor (s).

Requirements – Commercial General Liability with, at minimum:

- Premises Operations
 - Products and Completed Operations
 - Blanket Contractual Liability
 - Personal Injury Liability
 - Expanded Definition of Property Damage
- The minimum limits shall be \$1,000,000 Combined Single Limit (CSL) with \$2,000,000 Aggregate

An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the expiration of the contract.

Vehicle Liability – Recognizing that the work governed by this contract requires the use of vehicles, the Provider, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-owned, and Hired Vehicles with minimum limits at \$1,000,000 Combined Single Limit (CSL)

Workers' Compensation – Prior to beginning work, Provider shall obtain Workers' Compensation Insurance with limits sufficient to meet Florida Statute 440. Provider shall maintain throughout, Employers' Liability Insurance with limits no less than:

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee



September 16, 2016

Mr. Paris Morfopoulos
Clearwater Downtown Development Board
Clearwater City Hall, 2nd Floor
112 South Osceola Avenue
Clearwater, FL 33756

RE: Amendment to North Coastal Funding Agreement

Dear Mr. Morfopoulos:

This letter confirms the agreement to amend the terms of the September 2016 North Coastal Route Funding Agreement ("Agreement") between Pinellas Suncoast Transit Authority ("PSTA") and the City of Clearwater Downtown Development Board ("Clearwater DDB"), only, as follows:

PSTA and Clearwater DDB agree that Clearwater DDB's financial contributions for the Jolley Trolley Agreement for the Coastal Route Services beginning October 1, 2016 and ending September 30, 2017 shall be invoiced on a quarterly basis. PSTA shall send a quarterly invoice to Clearwater DDB on or about the following dates: January 15, 2017; April 15, 2017; July 15, 2017; and October 15, 2017. Clearwater DDB's contributions will be paid directly to PSTA on the 15th day of the month following receipt of each invoice.

All other provisions of the Agreement not specifically mentioned in this letter, shall remain in full force and effect.

Please return to us a signed copy of this agreement, duly signed to indicate your agreement.

Sincerely,

Deborah Leous, Chief Financial Officer
Authorized Representative of PSTA

**ACCEPTED BY
CLEARWATER DOWNTOWN DEVELOPMENT BOARD**

By:
Authorized Representative of Clearwater DDB

Pinellas Suncoast Transit Authority

3201 Scherer Drive, St. Petersburg, FL 33716 • Phone: 727-540-1800 • InfoLine: 727-540-1900 • www.PSTA.net

EXHIBIT B

**AMENDMENT 1 TO
COASTAL ROUTE FUNDING AGREEMENT**

THIS FIRST AMENDMENT TO COASTAL ROUTE FUNDING AGREEMENT (First Amendment) is entered into on this 28th day of November, 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 DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, with its principal place of business located at 112 South Osceola Avenue, Clearwater, Florida 33756 (Clearwater DDB), the CITY OF TARPON SPRINGS, a municipal corporation with its principal place of business located at 324 East Pine Street, Tarpon Springs, FL 34689 (Tarpon Springs), the CITY OF DUNEDIN, a municipal corporation with principal place of business located at 542 Main Street, Dunedin, FL 34698 (Dunedin), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida with its principal place of business located at 315 Court Street, Clearwater, FL 33756 (Pinellas County)(collectively, the "Parties") to amend and renew that certain Coastal Route Funding Agreement entered into by the Parties on September 26, 2016 (the Agreement).

WHEREAS, pursuant to the Agreement, Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County have been contributing funding to PSTA to supplement fixed route trolley services along the Coastal 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. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall each contribute toward PSTA's financial obligations under the Jolley Trolley Agreement for the actual revenue hours provided along the Coastal Route for each fiscal year the Agreement is in effect. PSTA will send an invoice to each of the Parties no later than the fifteenth (15th) day of the month immediately following the month during which fixed route trolley services were provided along the Coastal Route. Each invoice shall be based on actual revenue hours provided. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County 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 the following amounts:

Clearwater DDB	\$14,466
Tarpon Springs	\$37,502
Dunedin	\$37,502
Pinellas County	\$37,502

3. Section 3 of the Agreement is hereby amended to read as follows:

In the event Clearwater DDB, Tarpon Springs, Dunedin, or Pinellas County fails to make the payments provided in section 2 above, PSTA may cancel this Agreement, which may result in the termination of trolley services along the Coastal Route.

4. Section 4 of the Agreement is hereby deleted entirely.

5. 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:



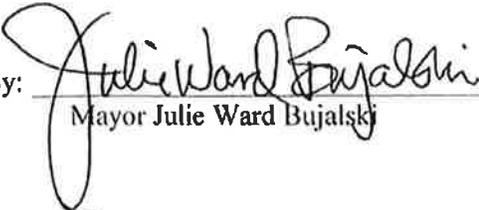
Alan S. Zimmet, General Counsel

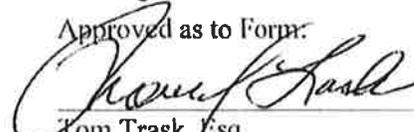
CITY OF DUNEDIN, FLORIDA


Witness

By: 
Jennifer K Bramley, City Manager


Witness

By: 
Mayor Julie Ward Bujalski

Approved as to Form:

Tom Trask, Esq.
City Attorney

**AMENDMENT 1 TO
COASTAL ROUTE FUNDING AGREEMENT**

THIS FIRST AMENDMENT TO COASTAL ROUTE FUNDING AGREEMENT (First Amendment) is entered into on this 16th day of October, 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 DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, with its principal place of business located at 112 South Osceola Avenue, Clearwater, Florida 33756 (Clearwater DDB), the CITY OF TARPON SPRINGS, a municipal corporation with its principal place of business located at 324 East Pine Street, Tarpon Springs, FL 34689 (Tarpon Springs), the CITY OF DUNEDIN, a municipal corporation with principal place of business located at 542 Main Street, Dunedin, FL 34698 (Dunedin), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida with its principal place of business located at 315 Court Street, Clearwater, FL 33756 (Pinellas County)(collectively, the "Parties") to amend and renew that certain Coastal Route Funding Agreement entered into by the Parties on September 26, 2016 (the Agreement).

WHEREAS, pursuant to the Agreement, Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County have been contributing funding to PSTA to supplement fixed route trolley services along the Coastal 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. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall each contribute toward PSTA's financial obligations under the Jolley Trolley Agreement for the actual revenue hours provided along the Coastal Route for each fiscal year the Agreement is in effect. PSTA will send an invoice to each of the Parties no later than the fifteenth (15th) day of the month immediately following the month during which fixed route trolley services were provided along the Coastal Route. Each invoice shall be based on actual revenue hours provided. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County 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 the following amounts:

Clearwater DDB	\$14,466
Tarpon Springs	\$37,502
Dunedin	\$37,502
Pinellas County	\$37,502

3. Section 3 of the Agreement is hereby amended to read as follows:

In the event Clearwater DDB, Tarpon Springs, Dunedin, or Pinellas County fails to make the payments provided in section 2 above, PSTA may cancel this Agreement, which may result in the termination of trolley services along the Coastal Route.

4. Section 4 of the Agreement is hereby deleted entirely.

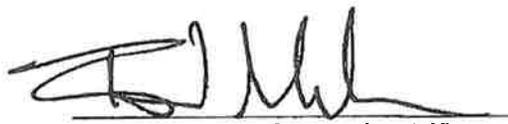
5. This First Amendment shall be effective October 1, 2017 through the term of the Agreement. All other provisions of the Agreement not specifically amended by this First Amendment, shall remain in full force and effect. To the extent that this Amendment conflicts with the Agreement, the provisions of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

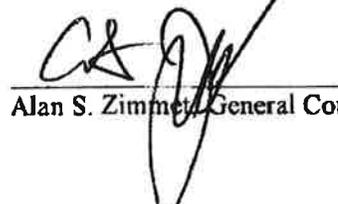
PINELLAS SUNCOAST TRANSIT AUTHORITY

ATTEST

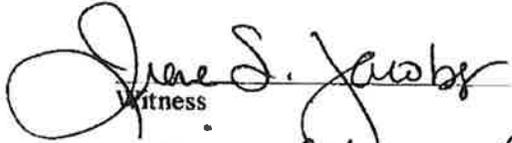

Raehael Cappolla


Brad Miller, Chief Executive Officer

APPROVED AS TO FORM:

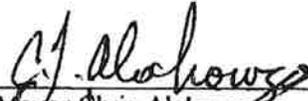

Alan S. Zimmet, General Counsel

CITY OF TARPON SPRINGS, FLORIDA


Witness

By: 
City Manager Mark LeCouris


Witness

By: 
Mayor Chris Alahouzos

Approved as to Form:

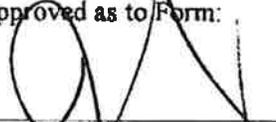

Jay Daigneault, Esq.
City Attorney for Tarpon Springs

EXHIBIT C

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

THIS SECOND AMENDMENT TO COASTAL ROUTE FUNDING AGREEMENT (Second Amendment) is entered into on this _____ day of _____, 2018, 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 DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, with its principal place of business located at 112 South Osceola Avenue, Clearwater, Florida 33756 (Clearwater DDB), the CITY OF TARPON SPRINGS, a municipal corporation with its principal place of business located at 324 East Pine Street, Tarpon Springs, FL 34689 (Tarpon Springs), the CITY OF DUNEDIN, a municipal corporation with principal place of business located at 542 Main Street, Dunedin, FL 34698 (Dunedin), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida with its principal place of business located at 315 Court Street, Clearwater, FL 33756 (Pinellas County)(collectively, the “Parties”) to amend and renew that certain Coastal Route Funding Agreement entered into by the Parties on September 26, 2016 as amended by that certain First Amendment effective October 1, 2017 (the Agreement).

WHEREAS, pursuant to the Agreement, Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County have been contributing funding to PSTA to supplement fixed route trolley services along the Coastal Route, and

WHEREAS, PSTA has renewed and entered into a new agreement with Jolley Trolley Transportation of Clearwater, Inc. to continue to provide the Coastal Route which is effective through September 30, 2022 (the “Jolley Trolley Agreement”); and

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

WHEREAS, unless otherwise defined in this Amendment, all capitalized terms used in this Second 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. All references to the “Jolley Trolley Agreement” throughout the Agreement shall include and be deemed to include the renewed Jolley Trolley Agreement as set forth in this Second Amendment.

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

3. Section 2 of the Agreement is hereby amended to read as follows:

BASE SERVICE COSTS. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall each contribute toward PSTA's financial obligations under the Jolley Trolley Agreement for the actual revenue hours provided along the Coastal Route for each fiscal year the Agreement is in effect. PSTA will send an invoice to each of the Parties no later than the fifteenth (15th) day of the month immediately following the month during which fixed route trolley services were provided along the Coastal Route. Each invoice shall be based on actual revenue hours provided. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall remit payment on the fifteenth (15th) day of the month following receipt of such invoice. For the fiscal year beginning October 1, 2018 and ending September 30, 2019, the funding contribution amount shall not exceed the following amounts:

Clearwater DDB	\$15,951
Tarpon Springs	\$41,352
Dunedin	\$41,352
Pinellas County	\$41,352

The rates set forth in this Section 2 shall increase annually by five percent (5%) each year from the Effective Date of this Second Amendment through the term of the Agreement, which coincides with the Jolley Trolley Agreement.

4. Section 3 of the Agreement is hereby amended to read as follows:

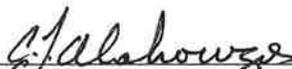
In the event Clearwater DDB, Tarpon Springs, Dunedin, or Pinellas County, in its respective sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to under this Agreement, such party shall notify PSTA of such occurrence and this Agreement shall terminate as to that party on the last day of the current fiscal period. However, in the event Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County collectively fail to make the payments provided in Section 2 above, PSTA may cancel this Agreement, which may result in the termination of the Trolley Services.

5. This Second Amendment shall be effective October 1, 2018 through the term of the Agreement, which coincides with the Jolley Trolley Agreement. All other provisions of the Agreement not specifically amended by this Second Amendment, shall remain in full force and effect. To the extent that this Second Amendment conflicts with the Agreement, the provisions of this Second Amendment shall govern.

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

CITY OF TARPON SPRINGS

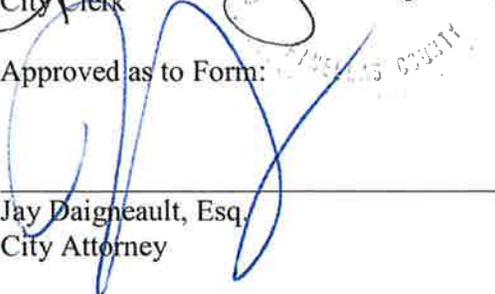
By: 
City Manager Mark LeCouris

By: 
Mayor Chris Alahouzos

Attest:



City Clerk

Approved as to Form:

Jay Daigheault, Esq.
City Attorney

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

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

THIS SECOND AMENDMENT TO COASTAL ROUTE FUNDING AGREEMENT (Second Amendment) is entered into on this _____ day of _____, 2018, 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 DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, with its principal place of business located at 112 South Osceola Avenue, Clearwater, Florida 33756 (Clearwater DDB), the CITY OF TARPON SPRINGS, a municipal corporation with its principal place of business located at 324 East Pine Street, Tarpon Springs, FL 34689 (Tarpon Springs), the CITY OF DUNEDIN, a municipal corporation with principal place of business located at 542 Main Street, Dunedin, FL 34698 (Dunedin), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida with its principal place of business located at 315 Court Street, Clearwater, FL 33756 (Pinellas County)(collectively, the “Parties”) to amend and renew that certain Coastal Route Funding Agreement entered into by the Parties on September 26, 2016 as amended by that certain First Amendment effective October 1, 2017 (the Agreement).

WHEREAS, pursuant to the Agreement, Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County have been contributing funding to PSTA to supplement fixed route trolley services along the Coastal Route, and

WHEREAS, PSTA has renewed and entered into a new agreement with Jolley Trolley Transportation of Clearwater, Inc. to continue to provide the Coastal Route which is effective through September 30, 2022 (the “Jolley Trolley Agreement”); and

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

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

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2. All references to the “Jolley Trolley Agreement” throughout the Agreement shall include and be deemed to include the renewed Jolley Trolley Agreement as set forth in this Second Amendment.

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

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Tarpon Springs	\$41,352
Dunedin	\$41,352
Pinellas County	\$41,352

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5. This Second Amendment shall be effective October 1, 2018 through the term of the Agreement, which coincides with the Jolley Trolley Agreement. All other provisions of the Agreement not specifically amended by this Second Amendment, shall remain in full force and effect. To the extent that this Second Amendment conflicts with the Agreement, the provisions of this Second Amendment shall govern.

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Second 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

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

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

CITY OF CLEARWATER DOWNTOWN DEVELOPMENT BOARD

By: _____
Mr. Paris Morfopoulos, Chairman

Approved as to form:

Elise K. Winters, Esq.
Board Attorney

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

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

CITY OF TARPON SPRINGS

By: _____
City Manager Mark LeCouris

By: _____
Mayor Chris Alahouzos

Attest:

City Clerk

Approved as to Form:

Jay Daigneault, Esq.
City Attorney

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

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

CITY OF DUNEDIN

By: Jennifer K. Bramley
Jennifer K. Bramley, City Manager

By: Julie Ward Bujalski
Julie Ward Bujalski, Mayor

Attest:

Dennis Kirkpatrick
City Clerk

Approved as to form:

Thomas J. Trask
Thomas J. Trask, B.C.S.
City Attorney

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**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

PINELLAS COUNTY, FLORIDA

By: _____
Mark S. Woodard, County Administrator

ATTEST:
KEN BURKE, Clerk of Court

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: _____
Office of the County Attorney