

**FIRST AMENDMENT TO
JOLLEY TROLLEY SYSTEM GRANT FUNDING AGREEMENT**

THIS FIRST AMENDMENT to that certain Agreement dated October 5, 2015 ("Agreement") by and between the City of Clearwater, Florida (hereafter, "the City "), whose address is P.O. Box 4748, Clearwater, Florida 33758 -4748, a Florida Municipal Corporation and JOLLEY TROLLEY TRANSPORTATION OF CLEARWATER, INC., a Florida non-profit corporation, (hereafter, "the Corporation").

WITNESSETH:

WHEREAS, the City and the Corporation entered into that certain Agreement for Jolley Trolley services and funding dated effective October 5, 2015 (the "Agreement"); and

WHEREAS, the City and the Corporation now desire to amend the Agreement to provide visitors with alternative transportation options to and from Clearwater Beach and Downtown Clearwater, as more specifically set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

The City and the Corporation desire to amend the Agreement to provide alternative transit options to visitors traveling to and from Clearwater Beach and Downtown Clearwater during the summer peak season (hereafter, "Pilot Program"). In consideration of this Pilot Program, the parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. The Pilot Program will operate from 10:00 a.m. to 12:00 a.m. for nineteen (19) service days which include Fridays, Saturdays, Sundays and holidays which fall on Mondays beginning May 27, 2016 to July 3, 2016 and 10:00 a.m. to 9:00 p.m. for one (1) service day on July 4, 2016.
2. The Pilot Program route is shown in Exhibit B.
3. The Corporation will collect a \$1.00 fare per passenger 6 years of age and over for the Pilot Program.
4. Passes will be honored with no additional fare and the City will receive no credit for pass riders.
5. The Corporation will operate a minimum of two trolleys with the ability to add a third if ridership demands.
6. At the end of each day, the \$1.00 fares will be accounted and credited toward the \$60.75 hourly rate per trolley.
7. Including the Administrative Fee, the maximum not to exceed amount payable to the Corporation is \$51,330, comprised of the following:
 - a. \$51,030 for trolley service (3 trolleys per day, each operating up to 14 hours per day at an hourly rate of \$60.75 per service hour, for a period of 20 days); and
 - b. Administrative Fee of \$300 (\$50 per week for a period of 6 weeks).
8. The City will pay the Corporation monthly upon receipt of invoice which provides sufficient detail of the Pilot Program ridership and trolley service hours.

9. The City will use variable message boards to encourage visitors to park and ride the Corporation's trolleys during the Pilot Program period.
10. The City will provide promotion of Pilot Program and ride alternatives through its normal public communications.
11. Section 6(e) shall be added to include the following language regarding 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: 727-562-4092, Rosemarie.Call@myclearwater.com, 112 S. Osceola Ave., Clearwater, FL 33756.

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

- 1) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.

- 7) 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.
- 8) 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:
 - a). The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b). 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.
- 9) 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.
- 10) 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.

The effective date of this Agreement shall be as of the date written below.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2015.

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

William B. Horne II
City Manager

Approved as to form:

Attest:

Pam Akin
City Attorney

Rosemarie Call, MPA, CMC
City Clerk

JOLLEY TROLLEY TRANSPORTATION
OF CLEARWATER, INC.

By: _____
Rosemary Windsor
Executive Director

Attest:
