

**CLEARWATER BEACH SPRING BREAK 2020**  
**ROUTE FUNDING AGREEMENT**

**THIS FUNDING AGREEMENT** (Agreement) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district (“PSTA”), with its principal place of business located at 3201 Scherer Drive North, St. Petersburg, FL 33716, and the CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida with its principal place of business located at 112 South Osceola Avenue, Clearwater, Florida 33756 (the “City of Clearwater”) (collectively referred to as the “Parties”).

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

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

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

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

**WHEREAS**, PSTA and the City of Clearwater have entered into a Clearwater Beach Route Funding Agreement wherein the City will provide funding to PSTA for Fiscal Year 2019/20 for the services provided pursuant to the Jolley Trolley Agreement;

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

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

**WHEREAS**, the Parties desire to provide enhanced downtown to beach service on the Suncoast Beach Trolley and Jolley Trolley South Beach Route during the 2020 Spring Break period of March 1 through April 30, 2020 from parking areas at the site of the former Clearwater City Hall and Harborview Lots to Pier 60, the Clearwater Beach Transit Center and Marina Stops on Clearwater Beach;

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

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

1. RECITALS. The above recitals are true and correct and, together with all exhibits, are incorporated herein by reference.
2. BASE SERVICE COSTS. City of Clearwater will contribute toward PSTA's costs of enhanced service on the Suncoast Beach Trolley and Jolley Trolley South Beach Route during the 2020 Spring Break period of March 1 through April 30, 2020 at cost not to exceed half of the enhanced service cost up to Ninety-three thousand, four hundred fifteen (\$93,415.00) Dollars. The term "enhanced service" as used in this Agreement are those services listed in Exhibit "A" which is attached to this Agreement and incorporated by reference.
3. PAYMENT. PSTA will send an invoice to City of Clearwater no later than the fifteenth (15<sup>th</sup>) day of the month immediately following the month during which the enhanced service was provided along the Clearwater Beach Route. Each invoice shall be based on actual revenue hours provided and shall include a copy of Jolley Trolley's invoice to PSTA. City of Clearwater shall remit payment on the fifteenth (15<sup>th</sup>) day of the month following receipt of such invoice. The City shall reimburse PSTA for 50-percent of the cost of the enhanced service cost not to exceed Ninety-three thousand, four hundred fifteen (\$93,415.00) Dollars.
4. FAILURE TO MAKE PAYMENT. In the event City of Clearwater fails to make the payment provided in Section 3 above, PSTA may cancel this Agreement, which may result in the termination of the enhanced service.
5. JOINT MARKETING. The parties agree to coordinate a joint marketing effort to advertise this enhanced service and other transportation services to and from the beach that encourage the use of non-automotive mass transportation. Additionally, PSTA will provide and the City will assist with the installation, maintenance and removal of temporary directional signage for the promotional service as produced by PSTA.
6. EFFECTIVE DATE. This Agreement shall take effect on the first date above written and shall terminate at the end of the service day on April 30, 2020.
7. REPRESENTATIONS AND WARRANTIES. The Parties represent and warrant that they are authorized to enter into this Agreement without the consent or joinder of any other person or entity and that the individuals executing this Agreement have full power and authority to bind their respective parties hereto. Nothing contained herein shall be construed to limit or waive any of PSTA's rights under the Jolley Trolley Agreement.
8. INDEMNIFICATION. Each party agrees to be fully responsible for its own acts of negligence or its respective employees' acts of negligence when such employees are acting within the scope of their employment, and each party agrees to be liable for

any damages proximately caused thereby consistent with and pursuant to section 768.29(19), Florida Statutes; provided, however, that each party's liability is subject to the monetary limitations and defenses set forth in Florida Statutes 768.28. Nothing herein is intended to serve or be construed as a waiver of sovereign immunity or any other immunity from or limitation of liability to which either party is entitled, nor shall anything herein be construed as consent by either party to be sued by any third party for any cause or matter arising out of or related to this Agreement except to the extent provided by Florida Statute 768.28.

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

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Brad Miller, Chief Executive Officer

\_\_\_\_\_  
Witness  
Approved as to Form:

\_\_\_\_\_  
Alan S. Zimmet, Esq. General Counsel

**CITY OF CLEARWATER, FLORIDA**

Countersigned:

\_\_\_\_\_  
George N. Cretekos, Mayor By: \_\_\_\_\_  
William B. Horne II, City Manager

Attest: Approved as to Form:

\_\_\_\_\_  
Rosemarie Call, MPA, CMC  
City Clerk Michael P. Fuino  
Assistant City Attorney