

## **CLEARWATER BEACH ROUTE FUNDING AGREEMENT**

**THIS FUNDING AGREEMENT** (Agreement) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 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 the CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida with its principal place of business located at 112 South Osceola Avenue, Clearwater, Florida 33756 (the “City of Clearwater”) (collectively referred to as the “Parties”).

**WHEREAS**, PSTA, by and through the draft agreement with Jolley Trolley Transportation of Clearwater, Inc. dated September \_\_\_, 2016 (the “Jolley Trolley Agreement”) (attached hereto as **Exhibit 1**) intends to engage 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

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

**WHEREAS**, PSTA will not enter into the Jolley Trolley Agreement without the shared contribution of the City of Clearwater, as contemplated by this Agreement.

**WHEREAS**, City of Clearwater, recognizing the benefits of the Clearwater Beach Route provided by the Trolley Services will bring, desires 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

**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 financial obligations under the Jolley Trolley Agreement for Clearwater Beach Route for base service costs for the period beginning October 1, 2016 and ending September 30, 2017 at a cost not to exceed \$182,503.<sup>1</sup> PSTA shall send an invoice to City of Clearwater no later than the 15<sup>th</sup> 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 15<sup>th</sup> 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 City of Clearwater shall not exceed the amount set forth on **Page 18 of Exhibit 1**.

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<sup>1</sup> The base service cost does not include the potential payment for any shortfall in the Advertising Recovery Goal as set forth in Paragraph 6.

3. **ADDITIONAL GRANT FUNDING.** Any additional grant funding afforded to the Jolley Trolley from City of Clearwater shall not be subject to PSTA review unless specifically requested.
4. **FAILURE TO MAKE PAYMENTS.** In the event City of Clearwater fails 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. **FAREBOX RECOVERY GOAL.** The Parties understand that both a Farebox Recovery Goal and an Advertising Goal has been set as set forth on **Page 17 of Exhibit 1**. The Parties agree that PSTA shall be responsible for ensuring Jolley Trolley receives the Farebox Recovery Goal.

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 goal set forth on **Page 18 of Exhibit 1** (the "Farebox Recovery Goal"), no additional payment shall be due to Jolley Trolley. However, if the farebox income collected is less than the Farebox Recovery Goal, PSTA shall be responsible to pay the amount equal to the difference between the fares collected and the Farebox Recovery Goal.

6. **ADVERTISING RECOVERY GOAL.** The Parties understand that an Advertising Goal has been set as set forth on **Page 18 of Exhibit 1**. The Parties agree that the City of Clearwater shall be responsible for ensuring that Jolley Trolley receives the Advertising Recovery Goal.

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 goal set forth on **Page 18 of Exhibit 1** (the "Advertising Recovery Goal"), no additional payment shall be due to Jolley Trolley. However, if the advertising revenue collected is less than the Advertising Recovery Goal, the City of Clearwater shall be responsible to pay the lesser of either (a) the amount equal to the difference between the advertising revenue collected and the Advertising Recovery Goal or (b) or \$32,589.75. PSTA may make sure payment to Jolley Trolley directly and then seeks reimbursement from the City of Clearwater. The City of Clearwater shall make any such payment within thirty (30) days receipt of any such bill.

7. EFFECTIVE DATE. 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.
8. REPRESENTATIONS AND WARRANTIES. The Parties represent and warrant that they are authorized to enter into this Agreement without the consent or joinder of any other person or entity and that the individuals executing this Agreement have full power and authority to bind their respective parties hereto. Nothing contained herein shall be construed to limit or waive any of PSTA's rights under the Jolley Trolley Agreement.

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

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

\_\_\_\_\_  
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

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Pam Akin, City Attorney