

**CLEARWATER BEACH SPRING BREAK 2019**  
**ROUTE FUNDING AGREEMENT**

**THIS FUNDING AGREEMENT** (Agreement) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 another successful service partnership in 2018;

**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 Clearwater North Beach Route and the Clearwater South Beach Route, as further defined in the Jolley Trolley Agreement;

**WHEREAS**, the Jolley Trolley Agreement provides that PSTA will make certain funding contributions to Jolley Trolley in exchange for the Clearwater North Beach Route and Clearwater South 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 2018/19 for the Clearwater North Beach Route services provided pursuant to the Jolley Trolley Agreement;

**WHEREAS**, in addition to the services provided by Jolley Trolley, PSTA regularly operates bus service from downtown Clearwater and beach communities along Gulf Boulevard on the Suncoast Beach Trolley (the "Suncoast Beach Trolley Route");

**WHEREAS**, both the City of Clearwater 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 Route and Clearwater South Beach Route during the 2019 Spring Break period of March 1 through April 30, 2019 from parking areas at the Clearwater City Hall to 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 Route and Clearwater South Beach Route during the 2019 Spring Break period of March 1 through April 30, 2019 at a lump sum cost not to exceed Ninety-Six Thousand, Three Hundred Ninety-Four (\$96,394.00) Dollars, which will be paid to PSTA by the City of Clearwater by March 31, 2019.
3. FAILURE TO MAKE PAYMENT. In the event City of Clearwater fails to make the payment provided in Section 2 above, PSTA may cancel this Agreement, which may result in the termination of the enhanced trolley services.
4. ACTUAL HOURS RECONCILIATION. In the case of inclement weather or other forces that may cause lower ridership, PSTA at its sole discretion, may reduce the service provided by the Suncoast Beach Trolley Route and/or Clearwater South Beach Route to accommodate demand. Within forty-five (45) days of the end of the Contract Term (as defined below), PSTA shall perform a reconciliation that compares the service hours estimated with the actual service hours delivered under this Agreement. If the cost of hours estimated exceeds the cost of actual hours delivered collective of all providers, PSTA will issue a refund of the amount paid by the City of Clearwater pursuant to Section 2 above and the cost of actual service delivered. Estimated service hours are calculated based on attached exhibit, which is incorporated as if fully stated herein.
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, 2019 (the "Contract Term").
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

# Exhibit

## Spring Break Modified Base Service

**March 1- April 30 (8 weeks)**

**Additional Service for Local Spring Break and Sugar Sands WEEKENDS ONLY**

**FY19**

### Summary of Proposed Funding Formula

Total Costs	Platform Hours	Total Cost Per Hour	Total
<b>Jolley Trolley</b>			
Total Estimated Hours	1,028	\$ 77.69	\$ 79,854
<b>PSTA SBT</b>			
Total Estimated Hours	631	\$ 74.28	\$ 46,886
<b>BUSY Weekends</b>			
Total Estimated Hours	889	\$ 74.28	\$ 66,050
Total Anticipated Costs			\$ 192,789

### Assumptions: ADD TO SPRING BREAK BASE SERVICE

8 week promotion, 1 bus added to year-round service Mon-Thu/2 buses Fri-Sun  
 6 Busiest weekends (3 local Spring Break/3 Sugar Sand) , 6 additional buses added to Base  
 Free Park and Ride Service starting at 10am- end of service day (10pm or 12am F/Sa)  
 Marketing and Public Outreach budget provided by PSTA (\$15k)  
 Fare Free for riders boarding at specified stops: Osceola Street lot, CBTC and Marina

### Service Funding Contributors

City of Clearwater	\$	96,394	50.0%
Pinellas Suncoast Transit Authority	\$	96,394	50.0%
<b>Total Funding Contributions</b>	<b>\$</b>	<b>192,789</b>	<b>100%</b>
TOTAL	\$	192,789	100.0%
		DRAFT	11/30/2018