

**RENEWED AND RESTATED  
CLEARWATER BEACH ROUTE FUNDING AGREEMENT**

**THIS RENEWED AND RESTATED CLEARWATER BEACH ROUTE FUNDING AGREEMENT (Agreement)** is entered into effective October 1, 2019, 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, FLORIDA, a municipal corporation, with its principal place of business located at 600 Cleveland Street, Clearwater, Florida 33756 (City of Clearwater)(collectively, the “Parties”) to reinstate, renew, and amend that certain Clearwater Beach Route Funding Agreement originally entered into by the Parties on September 20, 2016, as amended and renewed by that certain First Amendment effective October 1, 2017 and the Second Amendment effective October 1, 2018 (the Original Agreement). A copy of the Original Agreement is attached to this Agreement as Exhibit “A”.

**WHEREAS**, pursuant to the Original Agreement, City of Clearwater has been contributing funding to PSTA to supplement fixed route trolley services along the Clearwater Beach Route; and

**WHEREAS**, PSTA provides such service by and through its current contract with Jolley Trolley Transportation of Clearwater, Inc., (Jolley Trolley) effective October 1, 2017 through September 30, 2022, as may be amended from time to time (the Jolley Trolley Agreement); and

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

**WHEREAS**, PSTA would not have entered into the Jolley Trolley Agreement without the shared contribution of the City of Clearwater, as contemplated in the Original Agreement and this Agreement; and

**WHEREAS**, the Parties desire to continue the Original Agreement on the terms and conditions stated herein.

**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. **RECITALS.** The above recitals are true and correct and incorporated herein by reference.
2. **BASE SERVICE COSTS.** City of Clearwater shall contribute toward PSTA’s financial obligations under the Jolley Trolley Agreement in an amount equal to the actual revenue hours multiplied by twenty-five percent (25%) of the rate billed to PSTA by Jolley Trolley along the Clearwater Beach Route for each fiscal year this Agreement is in effect. A map of the Clearwater Beach Route is attached to this Agreement as Exhibit “B”. PSTA will send an invoice to City of Clearwater no later than the fifteenth

**AMENDMENT 3 TO  
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- (15<sup>th</sup>) day of the month immediately following the month during which fixed route trolley services were 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. For the fiscal year beginning October 1, 2019 and ending September 30, 2020, it is estimated that the City of Clearwater's funding contribution amount will not exceed **Two Hundred Eighty-five Thousand Five Hundred Forty-seven U.S. Dollars and NO/100 (\$285,547)** in the aggregate. This annual estimated amount shall increase each fiscal year, in accordance with the rate schedule provided for in the Jolley Trolley Agreement. It is expressly acknowledged that the Jolley Trolley rates will increase each fiscal year pursuant to the terms of the Jolley Trolley Agreement and that City of Clearwater will continue to pay 25% of such increased rates pursuant to the terms of this Agreement.
3. **ANNUAL APPROPRIATIONS; FAILURE TO MAKE PAYMENT.** In the event that the City of Clearwater determines that sufficient budgeted funds are not available to appropriate for payments due to PSTA under this Agreement, the City of Clearwater shall notify PSTA of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period, and the City of Clearwater shall not owe PSTA any further contribution towards PSTA's financial obligations under the Jolley Trolley Agreement. However, in the event this Agreement is terminated, such termination may result in the termination of the Trolley Services along the Clearwater Beach Route. For purposes of this Section, the term "fiscal period" means the period between October 1<sup>st</sup> and September 30<sup>th</sup>.
4. **EFFECTIVE DATE.** This Agreement shall take effect on the first date above written and shall terminate on September 30, 2022; the expiration or termination of the Jolley Trolley Agreement, however terminated; or expiration or termination of this Agreement as provided herein, whichever occurs first. To the extent that this Agreement conflicts with the Original Agreement, the provisions of this Agreement shall govern.
5. **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.

**AMENDMENT 2 TO  
CLEARWATER BEACH ROUTE FUNDING AGREEMENT**

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties 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. Zimmet, General Counsel

[Remainder of this page intentionally left blank – City of Clearwater Signature Page Follows]

**AMENDMENT 2 TO  
CLEARWATER BEACH ROUTE FUNDING AGREEMENT**

CITY OF CLEARWATER

Countersigned:

\_\_\_\_\_  
George Cretekos  
Mayor

\_\_\_\_\_  
William B. Horne, III  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Michael P. Fuino  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk