

RENEWED AND RESTATED
COASTAL ROUTE FUNDING AGREEMENT

THIS RENEWED AND RESTATED COASTAL ROUTE FUNDING AGREEMENT (Agreement) is entered into on this _____ day of _____, 2022, 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 DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, with its principal place of business located at 600 Cleveland Street, Suite 600, Clearwater, FL 33755 (**Clearwater DDB**), the CITY OF TARPON SPRINGS, a municipal corporation with its principal place of business located at 324 East Pine Street, Tarpon Springs, FL 34689 (**Tarpon Springs**), the CITY OF DUNEDIN, a municipal corporation with principal place of business located at 542 Main Street, Dunedin, FL 34698 (**Dunedin**), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida with its principal place of business located at 315 Court Street, Clearwater, FL 33756 (**Pinellas County**)(collectively, the **Parties**) to amend and renew that certain Coastal Route Funding Agreement entered into by the Parties on September 26, 2016 as amended by that certain First Amendment effective October 1, 2017 and that certain Second Amendment effective October 1, 2018, as ratified (the **Original Agreement**).

WHEREAS, pursuant to the Agreement, Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County have been contributing funding to PSTA to supplement fixed route trolley services along the Coastal Route as further described and defined therein; and

WHEREAS, PSTA has renewed and entered into a new agreement with Jolley Trolley Transportation of Clearwater, Inc. to continue to provide fixed route trolley services along the Coastal Route as further described and defined therein, which is effective through September 30, 2032 (the **Jolley Trolley Agreement**), a true and accurate copy of which is attached hereto as **Exhibit 1**; and

WHEREAS, the Parties desire to restate, renew, and continue the Original Agreement as provided herein at the contribution rates established by the Coastal Route Summary of Proposed Funding Formula, a true and accurate copy of which is attached hereto as **Exhibit 2**); and

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. The above recitals are true and correct and incorporated herein by reference.
2. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall each contribute toward PSTA's financial obligations under the Jolley Trolley Agreement for the actual revenue hours provided along the Coastal Route for a three (3) year term beginning October 1, 2022 (the Initial Term). This Agreement may be renewed upon mutual written agreement of the Parties for one (1) additional two (2) year term and may thereafter be renewed by mutual written agreement for the

duration of the Jolley Trolley Agreement (the Term). PSTA will send an invoice to each of the Parties no later than the fifteenth (15th) day of the month immediately following the month during which fixed route trolley services were provided along the Coastal Route. Each invoice shall be based on actual revenue hours provided by the Jolley Trolley for the Coast Route service. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall remit payment on the fifteenth (15th) day of the month following receipt of such invoice. For the fiscal year beginning October 1, 2022 and ending September 30, 2023, the funding contribution amount shall not exceed the following amounts:

Clearwater DDB	\$20,466
Tarpon Springs	\$53,058
Dunedin	\$53,058
Pinellas County	\$53,058

2.1 The rates set forth in this Section 2 shall increase annually by six and four tenths percent (6.40%) each year from October 1, 2023 through the entire Term of this Agreement, as set forth in **Exhibit 2** attached hereto.

2.2 In the event any party fails to renew this Agreement beyond the Initial Term, PSTA may cancel this Agreement and terminate the Trolley Services.

3. If Clearwater DDB, Tarpon Springs, Dunedin, or Pinellas County, in its respective sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due under this Agreement, that party shall notify PSTA of the occurrence and this Agreement shall terminate as to that party on the last day of the then current fiscal period. If Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County individually or collectively fail to appropriate funds or fail to make the payments provided in Section 2 above, PSTA may reduce or eliminate the Jolley Trolley Coastal Route service.
4. The Parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof. Nothing contained herein shall be construed to limit or waive any of PSTA’s rights under the Jolley Trolley Agreement.
5. This Agreement shall be effective October 1, 2022 (the **Effective Date**) and shall continue in full force and effect for the Term. To the extent that this Agreement conflicts with the Original Agreement, the provisions of this Agreement shall govern.
6. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties’ legal signatures on this Agreement and

shall be treated in all respects as an original handwritten signature. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

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:

General Counsel

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**CITY OF CLEARWATER DOWNTOWN
DEVELOPMENT BOARD**

By: _____
Chairman

APPROVED AS TO FORM:

Board Attorney

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CITY OF TARPON SPRINGS

ATTEST:

City Clerk

By: _____
City Manager

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

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CITY OF DUNEDIN

ATTEST:

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

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PINELLAS COUNTY, FLORIDA

By: _____
County Administrator

ATTEST:
KEN BURKE, Clerk of Court

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

EXHIBIT 2

**Jolley Trolley
Coastal Route**

FY23

Summary of Proposed Funding Formula

Total Costs	Total Hours	Total Cost Per Hour	Total
60 min frequency 7 days/week			
Total Estimated Hours	17,289	\$ 95.01	\$ 1,642,628
Farebox Estimate	12.0%		\$ (197,115)

Farebox estimate based on full FY19 fare recovery

Total Anticipated Net Costs **\$ 1,445,513**

Summary of Partial Funding Contributions

Service Contributors	Contribution	Percent
Pinellas Suncoast Transit Authority (F-Su)	\$ 1,265,873	87.6%
Clearwater DDB	\$ 20,466	1.4%
Dunedin	\$ 53,058	3.7%
Pinellas County	\$ 53,058	3.7%
Tarpon Springs	\$ 53,058	3.7%
Total Funding Contributions	\$ 1,445,513	100%

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Escalation	6.40%
Cities and County	Annual Contribution
FY23	\$ 53,058
FY24	\$ 56,453
FY25	\$ 60,066
FY26	\$ 63,911
FY27	\$ 68,001

Escalation	6.40%
DDB	Annual Contribution
FY23	\$ 20,466
FY24	\$ 21,776
FY25	\$ 23,170
FY26	\$ 24,653
FY27	\$ 26,231