

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

THIS SECOND AMENDMENT TO COASTAL ROUTE FUNDING AGREEMENT (Second Amendment) is entered into on this _____ day of _____, 2018, 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 112 South Osceola Avenue, Clearwater, Florida 33756 (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 (the 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, and

WHEREAS, PSTA has renewed and entered into a new agreement with Jolley Trolley Transportation of Clearwater, Inc. to continue to provide the Coastal Route which is effective through September 30, 2022 (the “Jolley Trolley Agreement”); and

WHEREAS, the Parties desire to continue the Agreement as amended by this Second Amendment; and

WHEREAS, unless otherwise defined in this Amendment, all capitalized terms used in this Second Amendment shall have the meaning defined in the Agreement.

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. All references to the “Jolley Trolley Agreement” throughout the Agreement shall include and be deemed to include the renewed Jolley Trolley Agreement as set forth in this Second Amendment.

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

3. Section 2 of the Agreement is hereby amended to read as follows:

BASE SERVICE COSTS. 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 each fiscal year the Agreement is in effect. 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. 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, 2018 and ending September 30, 2019, the funding contribution amount shall not exceed the following amounts:

Clearwater DDB	\$15,951
Tarpon Springs	\$41,352
Dunedin	\$41,352
Pinellas County	\$41,352

The rates set forth in this Section 2 shall increase annually by five percent (5%) each year from the Effective Date of this Second Amendment through the term of the Agreement, which coincides with the Jolley Trolley Agreement.

4. Section 3 of the Agreement is hereby amended to read as follows:

In the event 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 to under this Agreement, such party shall notify PSTA of such occurrence and this Agreement shall terminate as to that party on the last day of the current fiscal period. However, in the event Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County collectively fail 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. This Second Amendment shall be effective October 1, 2018 through the term of the Agreement, which coincides with the Jolley Trolley Agreement. All other provisions of the Agreement not specifically amended by this Second Amendment, shall remain in full force and effect. To the extent that this Second Amendment conflicts with the Agreement, the provisions of this Second Amendment shall govern.

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

CITY OF TARPON SPRINGS

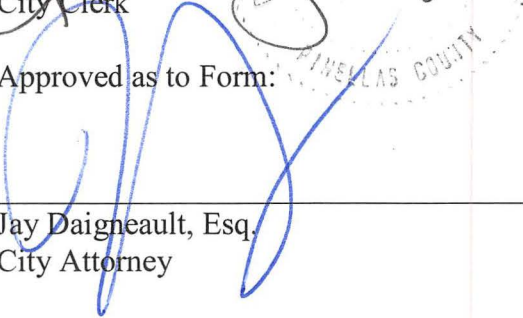
By: 
City Manager Mark LeCouris

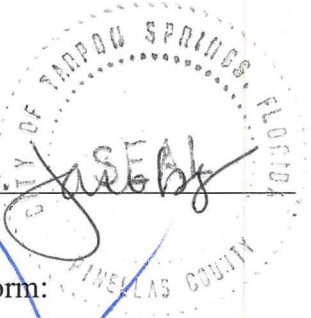
By: 
Mayor Chris Alahouzos

Attest:


City Clerk

Approved as to Form:


Jay Daigneault, Esq.
City Attorney



[Remainder of this page intentionally left blank – Additional signature pages follow]

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

THIS SECOND AMENDMENT TO COASTAL ROUTE FUNDING AGREEMENT (Second Amendment) is entered into on this _____ day of _____, 2018, 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 112 South Osceola Avenue, Clearwater, Florida 33756 (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 (the 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, and

WHEREAS, PSTA has renewed and entered into a new agreement with Jolley Trolley Transportation of Clearwater, Inc. to continue to provide the Coastal Route which is effective through September 30, 2022 (the “Jolley Trolley Agreement”); and

WHEREAS, the Parties desire to continue the Agreement as amended by this Second Amendment; and

WHEREAS, unless otherwise defined in this Amendment, all capitalized terms used in this Second Amendment shall have the meaning defined in the Agreement.

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. All references to the “Jolley Trolley Agreement” throughout the Agreement shall include and be deemed to include the renewed Jolley Trolley Agreement as set forth in this Second Amendment.

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

3. Section 2 of the Agreement is hereby amended to read as follows:

BASE SERVICE COSTS. 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 each fiscal year the Agreement is in effect. 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. 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, 2018 and ending September 30, 2019, the funding contribution amount shall not exceed the following amounts:

Clearwater DDB	\$15,951
Tarpon Springs	\$41,352
Dunedin	\$41,352
Pinellas County	\$41,352

The rates set forth in this Section 2 shall increase annually by five percent (5%) each year from the Effective Date of this Second Amendment through the term of the Agreement, which coincides with the Jolley Trolley Agreement.

4. Section 3 of the Agreement is hereby amended to read as follows:

In the event 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 to under this Agreement, such party shall notify PSTA of such occurrence and this Agreement shall terminate as to that party on the last day of the current fiscal period. However, in the event Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County collectively fail 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. This Second Amendment shall be effective October 1, 2018 through the term of the Agreement, which coincides with the Jolley Trolley Agreement. All other provisions of the Agreement not specifically amended by this Second Amendment, shall remain in full force and effect. To the extent that this Second Amendment conflicts with the Agreement, the provisions of this Second Amendment shall govern.

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Second Amendment 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 – Additional signature pages follow]

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

CITY OF CLEARWATER DOWNTOWN DEVELOPMENT BOARD

By: _____
Mr. Paris Morfopoulos, Chairman

Approved as to form:

Elise K. Winters, Esq.
Board Attorney

[Remainder of this page intentionally left blank – Additional signature pages follow]

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

CITY OF TARPON SPRINGS

By: _____
City Manager Mark LeCouris

By: _____
Mayor Chris Alahouzos

Attest:

City Clerk


Approved as to Form:

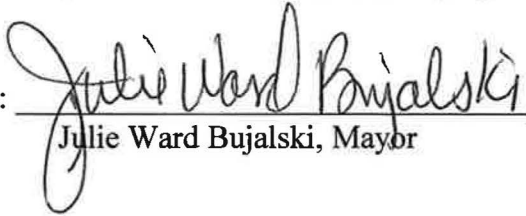
Jay Daigneault, Esq.
City Attorney

[Remainder of this page intentionally left blank – Additional signature pages follow]

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

CITY OF DUNEDIN

By: 
Jennifer K. Bramley, City Manager

By: 
Julie Ward Bujalski, Mayor

Attest:


City Clerk

Approved as to form:


Thomas J. Trask, B.C.S.
City Attorney

[Remainder of this page intentionally left blank – Additional signature pages follow]

**AMENDMENT 2 TO
COASTAL ROUTE FUNDING AGREEMENT**

PINELLAS COUNTY, FLORIDA

By: _____
Mark S. Woodard, County Administrator

ATTEST:
KEN BURKE, Clerk of Court

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: _____
Office of the County Attorney