

JOLLEY TROLLEY SERVICE AGREEMENT NORTH COUNTY COASTAL ROUTE

THIS AGREEMENT is entered into on this _____ day of _____, 2015 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, JOLLEY TROLLEY TRANSPORTATION OF CLEARWATER, INC., (“Jolley Trolley”), with its principal place of business located at 483 Mandalay Avenue, Suite 213, Clearwater, Florida 33767, the CLEARWATER DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, Florida (“Clearwater DDB”), with its principal place of business located at 112 South Osceola Avenue, Clearwater, Florida 33756, the CITY OF TARPON SPRINGS, a municipal corporation of the State of Florida (“Tarpon Springs”), with its principal place of business located at 324 East Pine Street, Tarpon Springs, FL 34689, the CITY OF DUNEDIN, a municipal corporation of the State of Florida (“Dunedin”), with its principal place of business located at 542 Main Street, Dunedin, Florida 34698, and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida (“Pinellas County”), with its principal place of business located at 315 Court Street, Clearwater, Florida 33756, and CITY OF CLEARWATER, a municipal corporation of the State of Florida (“Clearwater”) with its principal place of business located at 112 S Osceola Avenue, Clearwater, Florida 33756 (collectively referred to as the “Parties”).

WHEREAS, Jolley Trolley currently provides fixed route services to the public from Clearwater Beach to Downtown Clearwater to Dunedin, the unincorporated area of Palm Harbor and Tarpon Springs; and

WHEREAS, the Parties desire to continue the fixed route services be offered along the Coastal Route on the terms and conditions stated herein.

NOW THEREFORE, in consideration of the foregoing and the obligations of the Parties set forth herein, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 RECITALS

1.1 The above recitals are true and correct and incorporated herein.

SECTION 2 SCOPE OF SERVICES

2.1 **USE OF FUNDS.** Jolley Trolley shall use the funds provided under this Agreement solely for the purposes and obligations set forth in Sections 2.2 through 2.7 of this Agreement. No funds provided to Jolley Trolley pursuant to the terms of this Agreement shall be used by Jolley Trolley to operate private charters or private narrated tours. All funds provided to Jolley Trolley under this Agreement shall be kept separate and segregated from the funds used to provide or offer private charter services.

2.2 **SERVICES.** Jolley Trolley shall provide fixed route service from Clearwater Beach and Downtown Clearwater to Dunedin, to unincorporated Palm Harbor, and to the Tarpon Springs Sponge Docks, Alternate 19 as depicted in the service map, attached hereto as **Exhibit A**

(hereinafter, “the Coastal Route”). Jolley Trolley shall provide the Coastal Route services on Fridays and Saturdays from 10:00AM until 12:00AM and Sundays from 10:00AM until 10:00PM, and shall maintain, at a minimum, a sixty (60) minute headway frequency on the Coastal Route at all times. Jolley Trolley may provide additional service of up to eighteen (18) weekly hours (936 annual hours) to supplement the schedule provided in this Section.

2.3 MAINTENANCE OF FARES. Jolley Trolley shall maintain the fares charged for the service on the Coastal Route throughout the term of this Agreement so that fares charged by Jolley Trolley for services on the Coastal Route are equal to those charged by PSTA, including any changes to PSTA’s present fare structure that are made by PSTA, at PSTA’s sole discretion, during the term of this Agreement. The fares charged by Jolley Trolley for the Coastal Route shall comply with all federal and state laws, regulations and rules.

2.4 ENCODED PASSES AND TRANSFERS. Jolley Trolley shall accept all PSTA encoded passes, magnetic stripe, and flash passes, and shall distribute free transfers to its passengers on the Coastal Route which shall allow its passengers to ride PSTA operated fixed route service. Jolley Trolley shall accept free rides issued by PSTA’s and Hillsborough Area Regional Transit’s (“HART”) employee passes and others holding PSTA’s retiree or lifetime passes and shall not charge these riders any fare for riding the Coastal Route. PSTA and HART shall also accept free rides for Jolley Trolley employees with encoded passes or employee badges.

2.5 SHARED STOPS & SIGNAGE. Jolley Trolley shall accept free transfers between Jolley Trolley and PSTA riders at all stops that are shared between Jolley Trolley and PSTA on the Coastal Route. Jolley Trolley shall provide for Jolley Trolley signage at all PSTA stops on the Coastal Route which are shared with Jolley Trolley and shall install Jolley Trolley signage at all stops on the Coastal Route located in areas outside of the PSTA service area.

2.6 PSTA DECALS. Jolley Trolley shall have a PSTA decal visibly displayed on all vehicles used on the Coastal Route to indicate that PSTA is a partner with Jolley Trolley for the service provided.

2.7 WHEELCHAIR ACCESS. Jolley Trolley shall provide wheelchair accessibility in accordance with ADA regulations on all Jolley Trolley vehicles used to provide service on the Coastal Route.

2.8 CHANGES IN SERVICES OR SCHEDULE. Jolley Trolley shall not make any changes to the schedule for service on the Coastal Route except upon prior written approval of PSTA, Pinellas County, Dunedin, Tarpon Springs, Clearwater, and the Clearwater DDB.

2.9 JOLLEY TROLLEY OPERATIONS. PSTA, Pinellas County, Dunedin, Tarpon Springs, Clearwater, and the Clearwater DDB shall deal directly with Jolley Trolley’s Administrator and shall have no right and agree not to attempt to directly control the activities, work, and operations of Jolley Trolley’s employees, including the method of operation for any vehicle. Any rights the other parties may have over Jolley Trolley’s operations shall be subordinate to the actions taken by Jolley Trolley to ensure the safety of Jolley Trolley’s operations, for which Jolley Trolley shall remain solely responsible.

2.10 PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide funding which will be used to supplement fares charged by Jolley Trolley to allow service to the Coastal

Route. The relationship of the Parties as outlined in this Agreement is that of funding to a provider. No other control or relationship is contemplated by this Agreement.

SECTION 3 CONTRACT TERM

3.1 TERM AND RENEWALS. This Agreement shall be effective for a twelve (12) month period commencing October 1, 2015 and terminating September 30, 2016 (the "Contract Term"). The Contract Term may be renewed by written mutual agreement of the Parties.

SECTION 4 FUNDING

4.1 CONTRIBUTIONS. The following funding contributions shall be made:

4.1.1 Clearwater DDB shall provide funding not to exceed the amount set forth on **Exhibit B**.

4.1.2 Tarpon Springs shall provide funding not to exceed the amount set forth on **Exhibit C**.

4.1.3 Dunedin shall provide funding not to exceed the amount set forth on **Exhibit D**.

4.1.4 Pinellas County shall provide funding not to exceed the amount set forth on **Exhibit E**.

4.1.5 Clearwater shall provide funding not to exceed the amount set forth on **Exhibit F**.

4.1.5 PSTA shall provide matching funding to Jolley Trolley not to exceed the amount set forth on **Exhibit G**.

4.2 BILLING AND PAYMENTS. Jolley Trolley shall provide PSTA with a written request for funding no later than the 15th day of each month. Each written request shall include estimates of the scheduled, additional, holiday, and non-revenue (deadhead) hours to be operated by Jolley Trolley for such month and the amount of funding requested for such month, incorporating any adjustments pursuant to Section 4.3 below. The amount of funding shall be in accordance with the hourly rates set forth in **Exhibit H** attached hereto and the aggregate amounts requested shall not exceed the funding amounts set forth in Section 4.1 above. Upon receipt of a written request for funding from Jolley Trolley, PSTA shall invoice Tarpon Springs, Dunedin, and Pinellas County. Payment shall be made to PSTA immediately upon receipt of invoice, but in no case more than fifteen (15) days from the date of the invoice. PSTA shall remit the funding contributions received from Tarpon Springs, Dunedin, and Pinellas County as well as PSTA's matching funding, to Jolley Trolley. Clearwater shall remit payment directly to Jolley Trolley.

4.3 QUARTERLY RECONCILIATION. Within thirty (30) days of the end of each quarter, Jolley Trolley shall provide PSTA with a written report of the actual hours for scheduled, additional, holiday, and non-revenue (deadhead) hours operated by Jolley Trolley for that quarter. The report shall include specific dates and reasons for any additional hours. Any other events outside the regularly scheduled route and agreed-upon holidays shall not be covered by this Agreement. Any variance from the estimated hours reflected in a written request for funding pursuant to Section 4.2 above shall be clearly reflected and Jolley Trolley shall adjust its written

request for funding following the date of the quarterly report by the amount of the variance. While the actual scheduled, additional, holiday, and non-revenue hours operated by Jolley Trolley may vary, the actual scheduled, additional, holiday, and non-revenue hours operated by Jolley Trolley and billed to PSTA shall not exceed the funding amounts set forth in Section 4.1 above.

4.4 CLEARWATER DDB QUARTERLY BILLING AND PAYMENT. Upon PSTA's receipt of the quarterly report from Jolley Trolley pursuant to Section 4.3 above, PSTA shall invoice Clearwater DDB for the quarterly installment funding contribution set forth in Section 4.1.1. Payment shall be made to PSTA immediately upon receipt of invoice, but in no case more than fifteen (15) days from the date of the invoice. PSTA shall remit the funding contributions received from Clearwater DDB to Jolley Trolley.

4.5 FAREBOX RECONCILIATION. Jolley Trolley shall provide PSTA a monthly written report of free rides that were provided by Jolley Trolley in the previous month. Within thirty (30) days of the end of the Contract Term and any Renewal Term, Jolley Trolley and PSTA shall perform a reconciliation which compares the farebox revenue forecast with the actual farebox revenue (the "Farebox Reconciliation"). If the fares collected exceed the farebox recovery goal set forth in **Exhibit H** (the "Farebox Recovery Goal"), no payment shall be due from PSTA to Jolley Trolley. If the fares collected are less than the Farebox Recovery Goal, PSTA will make payment to Jolley Trolley within thirty (30) days of the Farebox Reconciliation in an amount equal to the difference between the fares collected and the Farebox Recovery Goal. Any payment under this section shall be made solely by PSTA and the other funding parties shall not be responsible for making any payment for the Farebox Reconciliation.

4.6 MONITORING PARTNER. PSTA shall receive all reports required under the Agreement and approve, in its sole discretion, all written requests for funding received from Jolley Trolley.

SECTION 5 EXPENDITURES AND FUNDING REPORTS

5.1 RECORDS. All costs charged against the funding provided under this Agreement, including any approved services contributed by Jolley Trolley, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers which shall set forth in detail the nature and propriety of the charges. Jolley Trolley shall, at all times during normal business hours, make available for examination all Jolley Trolley records, books, documents, papers, and data with respect to all matters covered by this Agreement and shall permit the Parties and/or their designated authorized representatives to audit and examine all records, books, documents, papers, data, and any other material related to this Agreement. All such records, books, documents, papers, data and any other material related to this Agreement shall be retained for four (4) years from the termination date of this Agreement. All records that are subject to audit as set forth in Section 5.3 shall be retained for four (4) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

5.2 REPORTS. Jolley Trolley shall provide monthly written reports to PSTA describing the allocation of funding, including but not limited to: details showing the receipt and expenditure of all funds by Jolley Trolley, ridership and other statistics showing the effect of the service on the

Coastal Route, and monthly financial statements. Jolley Trolley reports shall include all data and results of rider surveys on the Coastal Route that are conducted periodically and randomly by Jolley Trolley in accordance with federal regulations.

5.3 **AUDIT.** Within sixty (60) days of the end of the term of this Agreement, Jolley Trolley shall deliver to PSTA audited financial statements and an audit report, including findings as to Jolley Trolley's compliance with the terms of this Agreement. The audit report and audited financial statements shall be prepared by an independent CPA licensed to practice in the State of Florida. Jolley Trolley shall comply with all required procedures related to the system for reporting and maintaining data in accordance with the National Transit Database (NTD) requirements and definitions set forth in 49 CFU Part 630, *Federal Register*, January 15, 1993, and as presented in the *NTD Reporting Manual*. In addition, all information must be submitted to PSTA that is required for PSTA to prepare PSTA's annual NTD Report to submit to the Federal Transit Administration.

5.4 **DISTRIBUTION OF REPORTS.** Upon receipt of Jolley Trolley's reports pursuant to the terms of this Agreement, PSTA shall thereafter distribute copies of such reports to Clearwater DDB, Tarpon Springs, Dunedin, Clearwater, and Pinellas County.

SECTION 6 NOTICES

6.1 **REQUIREMENTS.** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified mail, return receipt requested, by personal delivery to the party to whom notice is given, or by facsimile, if a number listed below. Notices shall be sent to the Parties at the addresses shown below:

To PSTA:

Pinellas Suncoast Transit Authority
Administration Building
3201 Scherer Drive
St. Petersburg, FL 33716
Facsimile: (727) 540-1913

To Jolley Trolley:

Rosemary Windsor, Executive Director
Jolley Trolley Transportation of Clearwater Inc.
483 Mandalay Avenue, Suite 213
Clearwater, FL 33767

With required copy to:

Alan S. Zimmet, Esq.
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602
Phone: (813) 273-6677
Fax: (813) 223-2705

With required copy to:

Debra Gregory, Board Secretary
825 Court Street
Clearwater, FL 33756
Phone: (727) 712-2399
Fax: (727) 712-2367

To Clearwater DDB:

Anne Fogarty France, Administrator
112 South Osceola Avenue
Clearwater, Florida 33756
Phone: (727) 562-4044 Fax: (727) 562-4075

To Tarpon Springs:

Mark LeCouris, City Manager
Tarpon Springs City Hall
324 East Pine Street
Tarpon Springs, FL 34689

With required copy to:

Elise K. Winters, Esq.
Elise K. Winters, P.A.
1006 Drew Street
Clearwater, FL 33755
Phone: (727) 442-3888
Fax: (727) 443-6944

To Dunedin:

Robert DiSpirito, City Manager
Dunedin City Hall
542 Main Street
Dunedin, FL 34698

With required copy to:

Thomas J. Trask, Esq.
Trask Metz & Daigneault LLP
1001 South Fort Harrison Avenue, Suite 201
Clearwater, FL 33756

City Manager
P.O. Box 4748
Clearwater, FL 33758-4748

With Required Copies to:

City Attorney
P.O. Box 4748
Clearwater, FL 33758-4748

Economic Development and Housing Director
P.O. Box 4748
Clearwater, FL 33758-4748

6.2 EFFECTIVE DATE. Notices shall be deemed effective and complete at the time of receipt if mailed, or upon receipt if otherwise delivered.

SECTION 7 COMPLIANCE WITH LAWS AND GOVERNING LAW

7.1 COMPLIANCE WITH LAWS. Jolley Trolley shall comply with all federal, state, county and local laws, rules and regulations applicable to PSTA. This includes all applicable regulations of the Federal Transit Administration (FTA) and Florida Department of Transportation, including but not limited to those regulations requiring a Safety System Plan, the drug and alcohol regulations, FTA regulations governing fares, ADA regulations, and any local regulations PSTA may adopt in the future governing public transit operators within PSTA's service area. Jolley Trolley shall also comply with all applicable laws regarding drug-free workplaces.

With required copy to:

Jay Daigneault, Esq.
Trask Metz & Daigneault LLP
1001 South Fort Harrison Avenue, Suite 201
Clearwater, FL 33756

To Pinellas County:

Mark S. Woodard, County Administrator
315 Court Street, 6th Floor
Clearwater, FL 33756
Phone: (727) 464-3485
Fax: (727) 464-4384

With required copy to:

James L. Bennett, County Attorney
315 Court Street, 6th Floor
Clearwater, FL 33756
Phone: (727) 464-3354
Fax: (727) 464-4147

7.2 PUBLIC RECORDS. Pursuant to Section 119.0701, Florida Statutes, for any services performed by Jolley Trolley on behalf of PSTA, Jolley Trolley shall: (a) keep and maintain all Public Records, as that term is defined in Chapter 119, Florida Statutes (Public Records”), that ordinarily and necessarily would be required by PSTA in order to perform the services contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that PSTA would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to PSTA all Public Records in possession of Jolley Trolley within thirty (30) days after termination of this Agreement, however terminated and destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements and provide PSTA with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to PSTA in a format that is compatible with the information technology of PSTA. If Jolley Trolley does not comply with a Public Records request, PSTA may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those services in which Jolley Trolley is acting on behalf of PSTA.

7.3 GOVERNING LAW. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Venue for any state legal action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal legal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

7.4 ATTORNEYS’ FEES. In the event a party to this Agreement should bring suit against any other party in respect to any matters provided for herein, the prevailing party shall be entitled to recover from the non-prevailing party its costs of court, legal expenses and reasonable attorneys’ fees, including any such costs, expenses or fees incurred in an appeal.

SECTION 8 INDEMNIFICATION

8.1 INDEMNIFICATION. Jolley Trolley shall indemnify, defend, and hold harmless all other Parties to this Agreement and each of the other Parties’ respective directors, officers, employees, and agents from and against any and all losses, liabilities, damages, injuries, claims, suits, demands, costs and expenses of every kind and nature, including attorney’s fees, and including claims for equitable relief of any kind or nature, arising out of or in connection with in any way any act, error, or omission committed during the performance of the services to be provided by Jolley Trolley under this Agreement, including but not limited to Jolley Trolley’s provision of public transit service, or in any way arising out of this Agreement. This provision shall include claims made by employees of Jolley Trolley against the other Parties. For purposes of this indemnification provision, Jolley Trolley hereby waives its entitlement, if any, to immunity under Chapter 440, Florida Statutes. Nothing in this Section shall be construed as a waiver of any immunity that PSTA, Clearwater DDB, Tarpon Springs, Dunedin, or Pinellas County may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Jolley Trolley shall require that any contractor or subcontractor with whom Jolley Trolley contracts for the operation of all or part of its service or for the maintenance of its vehicles execute a hold harmless agreement agreeing to indemnify the other Parties under the

same terms of this Paragraph. The provisions of this Paragraph shall survive the termination of this Agreement, however terminated.

8.2 WAIVER OF LIABILITY. PSTA, Clearwater DDB, Tarpon Springs, Dunedin and Pinellas County shall have no liability or responsibility for any acts or omissions of Jolley Trolley or of Jolley Trolley's agents, servants, contractors, subcontractors, or employees or for any property of Jolley Trolley, its agents, servants or employees or any other person's property which is damaged, lost or stolen.

SECTION 9 INSURANCE

9.1 INSURANCE. Jolley Trolley shall maintain the following insurance coverage during the term of this Agreement pursuant to the terms set forth in **Exhibit I** and which are hereby incorporated by reference as if set forth fully in this Section.

SECTION 10 TERMINATION

10.1 FOR CAUSE. If any party to this Agreement fails to comply with its respective obligations, provisions, and covenants hereunder, the other Parties may terminate this Agreement for cause upon written notice of termination which sets forth the manner of default or breach and the party's intention to terminate this Agreement. The terminating party shall allow seven (7) days for the breaching party to cure the breach or default, unless the breach arises from the misuse or misapplication of funds, fraud, or misfeasance, in which case, no opportunity to cure shall be afforded. When an opportunity to cure is provided, the notice of termination shall state the time period in which the cure is permitted and other appropriate conditions. If the breaching party fails to remedy the breach or default to the terminating party's satisfaction, within the time period set forth in the notice of termination when an opportunity to cure is provided, the terminating party shall have the right to terminate this Agreement.

10.2 NON-APPROPRIATION. In the event PSTA's Board of Directors determines not to appropriate the necessary funds for this Agreement, then this Agreement shall terminate without any party having any further responsibility to the other.

10.3 REMEDIES. Any such termination for default shall not in any way operate to preclude the non-breaching parties from pursuing all available legal remedies against the breaching party for said breach or default. If Jolley Trolley fails to comply with its respective obligations, such available remedies that may be sought by the other Parties against Jolley Trolley shall include but be not limited to specific performance and the refund of any funds paid to Jolley Trolley.

10.4 WAIVER. In the event that a party elects to waive its remedies for any breach of any covenant, term or condition of this Agreement, such waiver shall only be valid if set forth in writing and signed by the waiving party and shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

SECTION 11 MISCELLANEOUS

11.1 ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof, and all oral representations concerning this matter are superseded by this Agreement.

11.2 MODIFICATION. This Agreement shall not be modified except by written instrument signed by each of the Parties.

11.3 ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto, but the Parties may not assign this Agreement or any rights hereunder without first obtaining the written consent of the other Parties. Notwithstanding the foregoing, Jolley Trolley shall not assign this Agreement.

11.5 HEADINGS. All sections and descriptive subheadings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction of the interpretation hereof.

11.6 SEVERABILITY. If any provision or portion of this Agreement is held to be invalid by a court of competent jurisdiction, the provision shall be severable and the remainder of the Agreement shall not be affected.

11.7 COUNTERPARTS. This Agreement may be executed in one or more counterparts, the whole of which shall constitute a single fully executed agreement.

11.8 THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Parties, nor shall it be construed as giving any rights or benefits to the general public or other entity other than the Parties.

11.9 AUTHORIZATION. The undersigned represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties without the consent or joinder of any other person or party.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives as of the date above.

PINELLAS SUNCOAST TRANSIT AUTHORITY

Witness By: _____
Brad Miller, Chief Executive Officer

Witness

Approved as to Form
Alan S. Zimmet, Esq. General Counsel

JOLLEY TROLLEY OF CLEARWATER, INC.

Witness By: _____
Rosemary Windsor, Executive Director

Witness

CLEARWATER DOWNTOWN DEVELOPMENT BOARD

Witness By: _____
Mr. Paris Morfopoulos, Chairman

Witness

Approved as to Form
Elise K. Winters, Esq.
Counsel for the Board

CITY OF TARPON SPRINGS, FLORIDA

Witness By: _____
City Manager Mark LeCouris

Witness By: _____
Mayor David Archie

Approved as to Form:

Jay Daigneault, Esq.
City Attorney for Tarpon Springs

CITY OF DUNEDIN, FLORIDA

Witness By: _____
Robert DiSpirito City Manager

Witness By: _____
Mayor

Approved as to Form:

Tom Trask, Esq.
City Attorney

PINELLAS COUNTY, FLORIDA

Witness By: _____
Mark S. Woodard, County Administrator

Witness

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
James Bennett, County Attorney

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

Pam Akin, City Attorney

EXHIBIT A The Coastal Route

North & South Clearwater Beach

**Runs Every Half Hour
Monday through Sunday**

Bay Park	North Beach Park	Midway Park	880 Midway Park	Island Beach Park	South Beach Park	Bay Park
-	-	-	-	10:00	10:08	10:15
10:15	10:23	10:30	10:45	11:00	11:08	11:15
10:45	10:53	11:00	11:15	11:30	11:38	11:45
11:15	11:23	11:30	11:45	12:00	12:08	12:15
11:45	11:53	12:00	12:15	12:30	12:38	12:45
12:15	12:23	12:30	12:45	1:00	1:08	1:15
12:45	12:53	1:00	1:15	1:30	1:38	1:45
1:15	1:23	1:30	1:45	2:00	2:08	2:15
1:45	1:53	2:00	2:15	2:30	2:38	2:45
2:15	2:23	2:30	2:45	3:00	3:08	3:15
2:45	2:53	3:00	3:15	3:30	3:38	3:45
3:15	3:23	3:30	3:45	4:00	4:08	4:15
3:45	3:53	4:00	4:15	4:30	4:38	4:45
4:15	4:23	4:30	4:45	5:00	5:08	5:15
4:45	4:53	5:00	5:15	5:30	5:38	5:45
5:15	5:23	5:30	5:45	6:00	6:08	6:15
5:45	5:53	6:00	6:15	6:30	6:38	6:45
6:15	6:23	6:30	6:45	7:00	7:08	7:15
6:45	6:53	7:00	7:15	7:30	7:38	7:45
7:15	7:23	7:30	7:45	8:00	8:08	8:15
7:45	7:53	8:00	8:15	8:30	8:38	8:45
8:15	8:23	8:30	8:45	9:00	9:08	9:15
8:45	8:53	9:00	9:15	9:30	9:38	9:45
9:15	9:23	9:30	9:45	10:00	10:08	10:15
9:45	9:53	10:00	10:15	10:30	10:38	10:45
10:15	10:23	10:30	10:45	11:00	11:08	11:15
10:45	10:53	11:00	11:15	11:30	-	-

Downtown Clearwater, Dunedin, Ozona, Palm Harbor, and Tarpon Springs

**Runs Once an Hour
Friday, Saturday, and Sunday ONLY**

Midway Park	Garden City	Dunedin Clearwater	Dunedin Honor	Dunedin Springs	Tarpon Springs Dunedin	Garden City	Midway Park
-	-	10:00	10:10	10:25	10:30	11:00	11:23
10:30	10:37	11:00	11:10	11:25	11:30	12:00	12:30
11:30	11:37	12:00	12:10	12:25	12:30	1:00	1:30
12:30	12:37	1:00	1:10	1:25	1:30	2:00	2:30
1:30	1:37	2:00	2:10	2:25	2:30	3:00	3:30
2:30	2:37	3:00	3:10	3:25	3:30	4:00	4:30
3:30	3:37	4:00*	4:10	4:25	4:30*	5:00	5:30
4:30	4:37	5:00*	5:10	5:25	5:30*	6:00	6:30
5:30	5:37	6:00*	6:10	6:25	6:30*	7:00	7:30
6:30	6:37	7:00*	7:10	7:25	7:30*	8:00	8:30
7:30	7:37	8:00*	8:10	8:25	8:30*	9:00	9:30
8:30	8:37	9:00*	9:10	9:25	9:30*	10:00	10:30
9:30	9:37	10:00*	10:10	10:25	10:30*	11:00	11:30
10:30	10:37	11:00*	11:10	11:25	11:30*	12:00	-
11:30	11:37	12:00*	-	-	-	-	-

NOTE: Bus stop on AL 10 southbound.
NOTE: Bus stop on AL 10 northbound.
NOTE: Bus stop on AL 10 southbound.
NOTE: Bus stop on AL 10 northbound.

Wheelchair service provided on all trips.

These trips operate on Friday and Saturday only.

Times shown are scheduled but may vary due to weather, traffic, or other unforeseen events.

The Trolley will operate on from non-Friday, Saturday and Sunday Holidays: New Year's Day, New Year's Day, St. Patrick's Day, Mardi Gras, Cinco de Mayo, Memorial Day, and Labor Day.

The Jolley Trolley is the perfect way to enjoy sightseeing and shopping without the stress of finding your way around town, parking, and traffic jams. Enjoy stops in each of these towns:

Tarpon Springs

Tarpon Springs is two cities in one. The Historic Downtown, with its 1900's train depot, is Tarpon's art and antique district. The Sponge Docks brought Greek Spongers in 1905 and is still a working port with sponge and fishing boats, shops and the best in Greek dining.

Palm Harbor

Welcome to Palm Harbor! Stop and experience our downtown area, home to many historic buildings such as the Rhoda Sutton White Chapel. Come and enjoy great food, unique shopping, fun festivals and events held on Florida Avenue and at "Pop" Starnell Park, lively night life, and entertainment. Visit Palm Harbor Chamber of Commerce or Old Palm Harbor Main Street for information.

Dunedin

Visit quaint, scenic Dunedin and enjoy unique shopping and delicious dining, nightlife, great beaches, and fun special events – several that celebrate the city's Scottish ancestry. Plus there's forróny/Dunedin Blue Jays baseball, a beautiful marina, historical museum, golf, art, and more!

Downtown Clearwater

Downtown Clearwater's Cleveland Street District offers an art-filled streetscape overlooking Clearwater Harbor's Memorial Causeway Bridge. Enjoy restaurants and live entertainment at the Historic Capitol Theatre. Every Wednesday from October to May find produce at the Farmer's Market and a monthly Friday festival and events that attract crowds for free music and fun!

Clearwater Beach

Visit 3 miles of powder-ry, white, sugar sand and endless sun-shine. Enjoy daily festivals at Sunsets at Pier 60 and free weekend movies, Marina, jet skis, dolphin boat tours, fishing and more. See Clearwater Marine Aquarium, home of Wally the Dolphin, Beach lodging, resorts, spas, restaurants, night life and World Famous Grouper sandwiches. Come take a walk and enjoy special events along our fabulous new Beach Walk.

Fares

(Exact change required)

Regular All Day Pass \$4.50

Reduced All Day Pass \$2.25*

Regular Cash \$2.00 each way

Reduced Cash \$1.00 each way*

Youth Cash \$1.25 each way*

Adult Student Cash \$1.25 each way*

Transfer FREE to & from PSTA

PSTA 60 Cards are also accepted.

*In addition fare is added to Seniors 65 and older with government-issued photo ID that shows age or Pinellas Suncoast Transit Authority (PSTA) ID card. Medicaid cardholders (show original card), and Disabled citizens with PSTA ID card, Youth 18 and younger must show government-issued photo ID that shows age, school photo ID, or PSTA ID card. **Adult Students** must show PSTA ID Card.

NOTE: Fares are subject to change.

Service Hours

North and South Clearwater Beach service runs once every half hour, every day, Monday through Sunday.

Service to downtown Dunedin, downtown Palm Harbor, and downtown Tarpon Springs service runs once an hour on Friday, Saturday, and Sunday ONLY.

Connecting

The Jolley Trolley service is operated in two parts. One route circles Clearwater Beach and Island Estates Public to serve downtown Dunedin, Palm Harbor, and Tarpon Springs.

The trolleys connect at Island Estates Public.

To make transferring easier, we suggest that you purchase a One-Day Unlimited Ride pass from the driver.

Service operated by
Clearwater Jolley Trolley
483 Mandalay Ave, Ste 213
Clearwater, FL 33767
(727) 445-1200
www.clearwatertrolley.com

The Jolley Trolley appreciates the community support and financial assistance provided by the Pinellas Suncoast Transit Authority, the City of Clearwater, the Clearwater Downtown Development Board, the City of Dunedin, Pinellas County, and the City of Tarpon Springs.

Jolley Trolley

Effective 10-6-13

Clearwater Beach

- Bay Park
- Sheraton Sand Key
- Shepherd's
- Clearwater Marina
- Crabby Bill's
- Beach Walk
- Pier 60

Clearwater Marine Aquarium

- Public
- Island Estates Plaza
- Frenchy's Rockaway Grill
- 880 Mandalay Ave

Downtown Clearwater, Dunedin,

Palm Harbor, Tarpon Springs

- Island Estates Plaza
- Downtown Clearwater
- Downtown Dunedin
- Downtown Palm Harbor
- Downtown Tarpon Springs
- Tarpon Springs Sponge Docks



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New! Rebranding of the trolley service.

EXHIBIT B
Clearwater DDB Funding Contribution

Contract Term: Nine Thousand Two Hundred Twenty Dollars (\$9,220)

EXHIBIT C
Tarpon Springs Funding Contribution

Contract Term: Thirty Three Thousand Nine Hundred Sixty Three U.S. Dollars (\$33,963)

EXHIBIT D
Dunedin Funding Contribution

Contract Term: Thirty Three Thousand Nine Hundred Sixty Three U.S. Dollars (\$33,963)

EXHIBIT E
Pinellas County Funding Contribution

Contract Term: Thirty Three Thousand Nine Hundred Sixty Three U.S. Dollars (\$33,963)

EXHIBIT F
Clearwater Funding Contribution

Contract Term: Three Thousand Eight Hundred Eight One U.S. Dollars (\$3,881)

EXHIBIT G
PSTA Matching Funding Contribution

Contract Term: One Hundred Twenty Two Thousand Seven Hundred Fifty Two U.S. Dollars
(\$122,752)

EXHIBIT H
Funding Formula

Jolley Trolley Coastal Route FY16			
Summary of Funding Formula			
Total Costs	Total Hours	Total Cost Per Hour	Total
Scheduled Hours	4,160.0	\$ 60.75	\$ 252,720
Additional Service Hours	978.0	\$ 60.75	\$ 59,414
Non-Revenue Hours	452.6	\$ 60.75	\$ 27,497
	<u>5,590.6</u>		\$ 339,631
Fares Estimate			\$ (81,511)
Advertising Revenue Estimate			\$ (20,378)
Total Anticipated Net Costs			<u>\$ 237,742</u>
Summary of Funding Contributions			
Contributors	% Contribution	Funding Contribution	
Clearwater Downtown Development Board	4%	\$	9,220
City of Tarpon Springs	14%	\$	33,963
City of Dunedin	14%	\$	33,963
Pinellas County	14%	\$	33,963
City of Clearwater	2%	\$	3,881
Pinellas Suncoast Transit Authority	52%	\$	122,752
Total Funding Contributions	<u>100%</u>	\$	<u>237,742</u>

EXHIBIT I
Insurance Requirements

For Purposes of this Exhibit “Contractor” shall mean and refer to Jolley Trolley as defined in this Agreement.

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PSTA's Insurance Requirements

Insurance.

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior to commencement of the Agreement to which this Exhibit I is attached ("Agreement"). Failure to provide insurance within a two (2) day period following full execution of the Agreement may result in termination of the Agreement.

So prior to providing services, the Contractor shall obtain insurance at its expense. In the event the Contractor has Subcontractors perform any portion of the work in this contract, either the Contractor shall name those Subcontractors as "additional insurers" or each Subcontractors shall be required to have the same insurance requirements as the Contractor. Insurance must be maintained throughout the entire term. Failure to do so may result in suspension of all services until insurance has been reinstated or replaced or termination of the Agreement. Contractor shall not receive payment for any period of time in which there is a failure to provide services resulting from failure of the Contractor to maintain insurance. Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of A- VIII as assigned by AM Best. Within two (2) days after full execution of this Agreement, the Contractor shall email properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements listed below and in compliance with of PSTA's Purchasing Department. A copy of endorsement(s) and the additional insured need to be attached to the certificates. If the Contractor has been approved by the State Department of Labor, as an authorized self-insurer for Workers' Compensation, the parties shall recognize and honor such status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program. If the Contractor participates in a self-insurance fund, updated financial statements may be required upon request. The Contractor shall provide to PSTA's Purchasing Division satisfactory evidence of the required insurance, either:

- A Certificate of Insurance with an insurance endorsement
- A Certified copy of the actual insurance policy.

PSTA, Dunedin, Pinellas County, Clearwater D.D.B., and Tarpon Springs each, at its sole option, has the right to request a certified copy of policies required by this contract. **Certificate of Insurance and policies must specify they are not subject to cancel, non-renewal, material change, or reduce coverage unless at least 30 days' notice is given to PSTA, Dunedin, Pinellas County, Clearwater D.D.B. and Tarpon Springs.** The acceptance and approval of the Contractor's Insurance shall not be construed as relieving the Contractor from liability or obligation assumed under this contract or imposed by law. PSTA, Dunedin, Pinellas County, Clearwater D.D.B. and Tarpon Springs, thier employees and officers, will be included as "Additional Insureds" on all policies, except Workers' Compensation and Professional liability.

Any certificate of insurance evidencing coverage provided by leasing company for either workers' compensation or Commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that the Contractor is only using employees named on such a lost to perform work for the County. Should employees not named be utilized by the Contractor, PSTA has the option to stop services and payment for services without penalty to PSTA, Dunedin, Pinellas County, Clearwater D.D.B. and Tarpon Springs until proof of coverage or removal of the employee by the Contractor occurs, or alternately find the Contractor to be in default and take other protective measures as needed.

All insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of PSTA, Dunedin, Pinellas County, Clearwater D.D.B. and Tarpon Springs from the Contractor and subcontractor (s).

Requirements – Commercial General Liability with, at minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits shall be \$1,000,000 Combined Single Limit (CSL) with \$2,000,000 Aggregate

An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the expiration of the contract.

Vehicle Liability – Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-owned, and Hired Vehicles with minimum limits at \$1,000,000 Combined Single Limit (CSL)

Workers' Compensation – Prior to beginning work, Contractor shall obtain Workers' Compensation Insurance with limits sufficient to meet Florida Statute 440. Contractor shall maintain throughout, Employers' Liability Insurance with limits no less than:

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee