

AGREEMENT TO REINSTATE AND RATIFY COASTAL ROUTE FUNDING
AGREEMENT AS TO PINELLAS COUNTY AND PSTA

THIS AGREEMENT (**Agreement**) entered into on this _____ day of _____, 2018, shall adopt, ratify, renew, reinstate, amend, and supplement that certain Coastal Route Funding Agreement dated September 26, 2016 (the **Original Agreement**), as amended October 1, 2017 and October 1, 2018 (collectively, the **Coastal Route Funding Agreement**), as to PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida with its principle place of business located at 315 Court Street, Clearwater, FL 33756 (**Pinellas County**) and the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district with its principle place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 (**PSTA**).

WHEREAS, PSTA and Pinellas County were party to the Original Agreement, which supplemented fixed route trolley services to the public from Clearwater Beach to Downtown Clearwater, Dunedin, the unincorporated area of Palm Harbor/Ozona, and Tarpon Springs, all as set forth in the Original Agreement (the **Coastal Route**); and

WHEREAS, recognizing the benefits of the Coastal Route, in the Original Agreement Pinellas County, along with the City of Clearwater Downtown Development Board (**Clearwater DDB**), City of Tarpon Springs (**Tarpon Springs**), and City of Dunedin (**Dunedin**) agreed to make funding contributions to supplement the costs of the Coastal Route; and

WHEREAS, a true and accurate copy of the Original Agreement is attached hereto as Exhibit A; and

WHEREAS, the Original Agreement was scheduled to expire on September 30, 2017 but was renewed and amended for an additional year effective October 1, 2017 (the **First Amendment**) a true and accurate copy of which is attached hereto as Exhibit B; and

WHEREAS, while PSTA, Tarpon Springs, and Dunedin executed the First Amendment, PSTA inadvertently and unintentionally failed to seek approval of the document from Pinellas County and Clearwater DDB; and

WHEREAS, the trolley fixed route services have continued to be provided along the Coastal Route during the term established by the First Amendment and through the date of this Agreement; and

WHEREAS, PSTA, Tarpon Springs, and Dunedin have approved a second amendment to renew and amend the Coastal Route Funding Agreement through the earlier of September 30, 2022 or the termination of the Agreement for Trolley Operations and Related Services between PSTA and Jolly Trolley Transportation of Clearwater, Inc., and provide for fiscal non-funding/non-appropriation clauses to account for the extended term (the **Second Amendment**) a true and accurate copy of which is attached hereto as Exhibit C; and

WHEREAS, rather than executing the First Amendment and Second Amendment past their effective date, PSTA and Pinellas County desire to correct this inadvertent error by adopting,

ratifying, renewing, and reinstating the Coastal Route Funding Agreement retroactively on the terms stated herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PSTA and Pinellas County agree that the Original Agreement as amended and renewed by the First Amendment and Second Amendment is hereby adopted, ratified, renewed, reinstated, amended, and supplemented as if PSTA, Clearwater DDB, and Pinellas County had timely executed the First Amendment and Second Amendment thereto.

IN WITNESS WHEREOF, PSTA and Pinellas County 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:


for
Alan S. Zimmet, General Counsel


PINELLAS COUNTY, FLORIDA, by and through
its Board of County Commissioners

By: _____
Kenneth T. Welch, Chairman

ATTEST:
KEN BURKE, Clerk of Court

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: 
Office of the County Attorney