

Agreement between City of Clearwater and Dolphin Sands Clearwater Beach, LLC

This Contract is made and entered into as of the ____ day of _____, 2025, by and between the City of Clearwater (hereinafter referred to as "City"), and Dolphin Sands Clearwater Beach, LLC (hereinafter referred to as "Dolphin").

Recitals

WHEREAS, the City desires to authorize the use of off-highway vehicles as defined in s. 317.0003, Florida Statutes in compliance with s. 161.58, Florida Statutes, for the removal of rental equipment; and

WHEREAS, the parties wish to enter into this Contract to set forth the terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Definitions

1.1 **Off-Highway Vehicle:** is a vehicle as defined in s. 317.0003, Florida Statutes (2025).

2. Scope of Services

2.1 Dolphin shall use off-highway vehicles for the removal of rental equipment owned by or rented from the Contractor or its agents.

3. Route Map

3.1 Dolphin shall provide the City with a detailed map outlining the specific route the off-highway vehicle will take. This map must be submitted to the City for review and approval prior to the commencement of services. Such approval may be granted, granted in part, modified, or declined in the City's sole discretion.

3.2 A copy of the approved route map shall be kept in the off-highway vehicle at all times during operation and must be produced immediately for inspection upon request by any City staff or police officer.

4. Hours of Operation

4.1 Dolphin is authorized to operate the off-highway vehicle between the hours of sunrise and sunset.

5. Vehicle Specifications

5.1 Dolphin shall provide details of the specific off-highway vehicle to be used, including make, model, year, and vehicle identification number (VIN). This information must be submitted to the City prior to the commencement of services.

5.2 The off-highway vehicle authorized under this Contract must display the permit sticker issued by the City at all times while operating. The permit sticker shall be affixed in a clearly visible location on the back of the vehicle as designated by the City.

6. Fee

6.1 The Contractor shall pay a non-refundable fee of \$250 to the City upon execution of this Contract. No permit or authorization under this Contract shall be issued or effective until such payment is received by the City.

6.2 Annual Renewal Fee. Dolphin shall pay to the City a nonrefundable renewal fee of fifty dollars (US \$50.00) on October 1 of each calendar year during the Term. Payments shall be made in accordance with the City's then-current remittance instructions. Failure to timely remit the renewal fee shall result in suspension or termination unless specifically waived or excused in writing by the City Manager.

7. Indemnification and Insurance

7.1 Dolphin agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this Contract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, to the extent caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable.

7.2 Dolphin shall maintain the appropriate insurance coverage required by the City and shall name the City as an additional insured. See Addendum A. Proof of insurance must be provided to the City prior to partner activities resuming on City property.

8. Compliance with Laws

8.1 Dolphin shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited section 161.58 of Florida law.

9. Term and Termination

9.1 Term. This Agreement shall commence on the date this contract is executed by all parties and shall continue in full force and effect indefinitely unless and until terminated pursuant to either party delivering thirty (30) days written notice to the other party. Such termination can occur with or without cause. If proper notice is provided prior to termination, neither party shall incur any liability to the other party or to third parties as a direct or indirect result of terminating this agreement.

9.2 Information Maintenance. At all times during the Term, Dolphin shall maintain with the City accurate, complete, and current (a) contact information, including mailing address, email address, and telephone number; (b) vehicle information, including make, model, year, color, license plate number, and vehicle identification number for each vehicle used in connection with this Agreement; and (c) insurance information, including carrier, policy number, coverage types and limits, and policy expiration dates. Contractor shall provide written notice to the City of any change to the foregoing information within 30 days of such change.

10. Miscellaneous

10.1 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

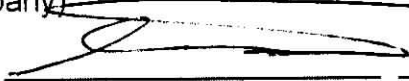
10.2 Entire Agreement: This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

10.3 Amendments: This Contract may not be amended or modified except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

(Company)

By:

 Stephen Page Mgr.

_____ for Company

Countersigned:

CITY OF CLEARWATER, FLORIDA

By: _____

Bruce Rector

Mayor

By: _____

Jennifer Poirrier

City Manager

Approved as to form:

Attest:

By: _____

Melissa Isabel

Assistant City Attorney

By: _____

Rosemarie Call

City Clerk

CITY OF CLEARWATER
OFF- HIGHWAY VEHICLES INSURANCE REQUIREMENTS
2026

The Vendor, Lessee, or Applicant referred to as "Contractor" shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the Contractor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance coverage**, including but not limited to coverage for bodily injury, personal injury, death, property damage, advertising liability, premises operations, products/completed operations, severability of interest, contractual liability, and operation of off-highway vehicles (OHVs) as defined in 317.0003, F.S. and per 161.58, F.S in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **If the CGL policy excludes coverage for beach operations of off-highway vehicles (OHVs) as defined in 317.0003, F.S. per 161.58, F.S**, then proof of a specialty policy for such OHV operations shall be provided to include but not limited bodily injury, personal injury, death, and property damage in the minimum amount of \$1 million dollars CSL.
- c. **Specialty policies used for vehicle-related beach activities to comply with Section 161.58, F.S. must often include specific legal language to be accepted by the city:**
 1. Additional Insured: The policy must list City of Clearwater as a Named Additional Insured.
 2. Notice of Cancellation: Certificates must provide a 30-day written notice (sometimes 10 days for non-payment) to the city prior to any material change or cancellation.
 3. Primary Coverage Clause: The insurance must be stated as primary and non-contributory over any insurance the city may carry.
 4. Description of Operations: The certificate must explicitly state: "The certificate holder is noted as a named additional insured with respect to claims arising out of the operations of OHV-related beach activities of the named insured".
- d. **Unless waived by the State of Florida and proof of waiver is provided to the City, Worker's Compensation (WC) & Employer's Liability Insurance coverage for all employees engaged under the Agreement, Worker's Compensation as required by Florida law and Employer's Liability with minimum limits of**
 - (a) \$500,000 bodily injury each employee and each accident, \$500,000 bodily injury by disease each employee, and \$500,000 bodily injury by disease policy limit for quotes or agreements valued at \$50,000 and under or
 - (b) \$1million bodily injury each employee and each accident, \$1million bodily injury by disease each employee, and \$1million bodily injury by disease policy limit for formal solicitation and agreements exceeding \$50,000.

Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, **Contractor** hereby grants the City a waiver of any right to subrogation which any insurer of the **Contractor** may acquire against the City by virtue of the payment of any loss under such insurance for liability and workers compensation coverages. **Contractor** agrees to obtain endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless of whether the city has received a waiver of subrogation endorsement from each insurer.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Contractor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" with respect to general and auto liability coverages.
- b. In addition, when requested in writing from the City, Contractor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Attn: P&R Department
P.O. Box 4748
Clearwater, FL 33758-4748**

- c. Contractor shall provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- d. Contractor's insurance as outlined above shall be primary and non-contributory coverage for Contractor's negligence.
- e. Contractor reserves the right to appoint legal counsel to provide for the Contractor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Contractor's equipment, or service. Contractor agrees that the City shall not be liable to reimburse Contractor for any legal fees or costs as a result of Contractor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of Contractor's obligation to provide the insurance coverage specified.

INDEMNIFICATION/LIABILITY:

- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor

- personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.