

CONTRACT

THIS CONTRACT, entered into this _____ day of January, 2021, by and between the CITY OF CLEARWATER, a Florida municipal corporation, hereinafter referred to as "City," P.O. Box 4748, Clearwater, Florida 33758 and THE GREATER CLEARWATER REGIONAL CHAMBER OF COMMERCE d/b/a AMPLIFY CLEARWATER, a Florida corporation, hereinafter referred to as "AMPLIFY Clearwater," 600 Cleveland Street, Suite 100, Clearwater, Florida 33755.

WHEREAS, the City desires an operator/management firm to provide public information services at the Clearwater Beach Visitor Information Center (the "Facility"). The Facility welcomes visitors (local, national, and international) and provides a concierge-type service for the visitors to ask questions about attractions, events, dining, transportation and other local points-of-interest; and

WHEREAS, AMPLIFY Clearwater agrees to provide public information services and operations/management of the Facility;

NOW THEREFORE, in consideration of the promises stated herein, the City and AMPLIFY Clearwater mutually agree as follows:

1. SCOPE OF PROJECT.

AMPLIFY Clearwater agrees to provide public information services under the terms and conditions set forth in Request for Proposal (RFP) No. 02-21, Clearwater Beach Visitor Information Center Operator, and AMPLIFY Clearwater's response dated November 5, 2020 (both incorporated by reference and made a part hereof as if set forth fully herein), and as further described in

attached **Exhibit A – Scope of Work** (attached hereto and incorporated herein). The Facility will be provided to AMPLIFY Clearwater rent-free for the above purposes.

2. **TIME OF PERFORMANCE.**

The initial Contract Term shall commence on **February 1, 2021** and end **September 30, 2025**.

3. **COMPENSATION.**

The City will pay AMPLIFY Clearwater a sum not to exceed **\$317,265** as described in **Exhibit B – Fee Schedule** (attached hereto and incorporated herein), inclusive of all reasonable and necessary direct expenses, if applicable. The City may, from time to time, require changes in the scope of the project of AMPLIFY Clearwater to be performed hereunder. Such changes, including any increase or decrease in the amount of AMPLIFY Clearwater's compensation and changes in the terms of this Contract which are mutually agreed upon by and between City and AMPLIFY Clearwater shall be effective when incorporated in written amendment to this Contract.

4. **METHOD OF PAYMENT.**

AMPLIFY Clearwater's invoices shall be submitted to the City for approval for payment on a Net 30 basis. The City agrees to pay after approval under the terms of the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

5. **NOTICES AND CHANGES OF ADDRESS.**

Any notice required or permitted to be given by the provisions of this

Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

The Greater Clearwater
Chamber of Commerce
Amanda Payne, President/CEO
600 Cleveland St, Suite 100
Clearwater, FL 33755
727-461-0011

City of Clearwater
Denise Sanderson, Director
Economic Dev. & Housing
P.O. Box 4748
Clearwater, Florida 33758
727-562-4031

6. TERMINATION OF CONTRACT.

Termination by the City is pursuant to RFP No. 02-21, Terms and Conditions.

7. INDEMNIFICATION AND INSURANCE.

AMPLIFY Clearwater agrees to comply with all terms, provisions, and requirements contained in RFP No. 02-21.

8. PROPRIETARY MATERIALS.

Upon termination of this Contract, AMPLIFY Clearwater shall transfer, assign and make available to City or its representatives all property and materials in AMPLIFY Clearwater's possession belonging to or paid for by the City.

9. INTERESTS OF PARTIES.

AMPLIFY Clearwater covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance

and/or provision of services required under the terms and conditions of this Contract.

10. CONFORMANCE WITH LAWS.

AMPLIFY Clearwater agrees to comply with all applicable federal, state and local laws during the life of this Contract.

11. ATTORNEY FEES.

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

12. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

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

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank Hibbard
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Laura Mahony
Assistant City Attorney

Rosemarie Call
City Clerk

Attest:

Dena R Baker

The Greater Clearwater Chamber of
Commerce dba AMPLIFY Clearwater

By: *Amanda Payne*

Print Name: Dena R Baker

Amanda Payne
President/CEO

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Exhibit A – Scope of Work

Public Information Services

- Provide printed collateral including guides, maps, and brochures.
- Provide recommendations, directions, and answers to any guest questions including special and signature event information permitted by the City's Parks & Recreation Department.
- Sell tickets to partnering attractions such as Busch Gardens and Clearwater Marine Aquarium. In compliance with RFP #02-21, no competing items from Pier 60 concessions shall be sold in the Facility.
- Utilize evolving marketing techniques consistent with the innovations of web-based research and purchasing, electronic communications and social media to capture the interest and patronage of media, such as Facebook, Instagram and Twitter, to deliver live-feed and real-time reporting germane to tourists visiting or following Clearwater.
- Leverage partnerships and opportunities for coordinated marketing efforts through Visit St. Pete/Clearwater.
- Seek all available opportunities to get the location of the Facility on maps and materials to increase awareness for visitors and advertisers. This includes but is not limited to VISIT FLORIDA Vacation Guide, Visit St.Pete/Clearwater's Destination Magazine, WHERE Tampa Bay, The Welcome Guide Map, the Official Visitors Guide of Clearwater and more.

Operations/Management of Facility

- Staffing – A combination of paid hourly staff as well as volunteers to staff this space.
- Schedule of Operations – To ensure optimal visitor services, hours of operation will adjust during peak and slow seasons, fluctuating between 35 and 56 hours per week in FY21. Future year operations are to be determined but will be no less than 35 hours per week and are not to exceed 75 hours per week based upon changes in tourism and visitor activity.
- Facility Maintenance - Daily maintenance, cleanliness and tidiness of the center except that which is the responsibility of the City as described in RFP No. 02-21.
- Management – Training of staff and volunteers; Necessary tools and resources to Public Information Services and Facility Maintenance.
- Provide all of services and operations as may be included in RFP No. 02-21.

Exhibit B – Fee Schedule

In consideration of the obligations undertaken by AMPLIFY Clearwater as well as the anticipated hours of operation in FY2020-2021, the City of Clearwater shall pay AMPLIFY Clearwater as follows:

February 1, 2021	\$7,910
April 1, 2021	\$14,989
July 1, 2021	<u>\$14,366</u>
Subtotal	\$37,265

The hours of operation in FY2022 through FY2025 are to be determined annually through mutual written agreement by and between AMPLIFY Clearwater and City of Clearwater Economic Development & Housing Department following careful analysis of past, current and anticipated visitor trends as well as current and anticipated labor costs. Therefore, in consideration of the obligations undertaken by AMPLIFY Clearwater as well as the hours of operation in FY2022 through FY2025, the City of Clearwater shall pay AMPLIFY Clearwater as follows:

<u>Time Period</u>	<u>Minimum</u>	<u>Maximum</u>
FY2021-2022	\$50,000	\$70,000
FY2022-2023	\$50,000	\$70,000
FY2023-2024	\$50,000	\$70,000
FY2024-2025	<u>\$50,000</u>	<u>\$70,000</u>
Subtotal	\$200,000	\$280,000
TOTAL	<u>\$237,265</u>	<u>\$317,265</u>

Payments for FY2022 through FY2025 shall be made in equal quarterly payments. Invoices shall be submitted Net 30 with payment due on or about October 1, January 1, April 1 and July 1 of each year.