

CONTRACT

THIS CONTRACT, entered into this ____ day of _____ 2025, 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," 1346 S Fort Harrison Ave Clearwater, FL 33756.

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 has served as the steward of the Beach Visitor Information Center, welcoming and assisting over two million visitors over the past two decades.

WHEREAS, AMPLIFY Clearwater enhanced the visitor experience and strengthened the economic vitality of Clearwater Beach and the broader Clearwater business community.

WHEREAS, AMPLIFY has developed deep institutional knowledge and a proven track record operating the AMPLIFY Clearwater center at Pier 60 seven days a week, with hours that vary between eight and 10 hours per day seasonally, resulting in over 3,300 hours of staffing annually.

WHEREAS, AMPLIFY Clearwater is trusted by the business community to deliver non-biased, visitor-first recommendations that reflect the full breadth of local offerings ensuring that all businesses, regardless of size, have an equal opportunity to benefit from tourism traffic.

WHEREAS, the Beach Visitor Information Center serves as a powerful conduit between tourists and local businesses, supporting job creation, small business revenue, and the city's broader economic development goals.

WHEREAS, AMPLIFY provides the full infrastructure for operating the Center — from trained personnel to curated materials — eliminating transition costs and disruption, while ensuring that visitor services reflect both local pride and organizational professionalism.

WHEREAS, having a proven partner operating at the Beach Visitor Information Center has become even more essential during times of disruption, such as post-hurricane recovery. .

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 WORK.

The Facility building will be provided to the operator rent-free for the term of the contract and shall be open to serve the public, excluding specific holidays (Thanksgiving, Christmas, and others as negotiated). The City will provide an alarm system, phone and internet connections (not services), internal furnishings and brochure racks. Major maintenance to preserve the structural integrity of the building and building systems such as lights, electrical circuits and air conditioning shall be the responsibility of the City. The City will provide an annual subsidy, settled during contract negotiations, to the Facility operator as well as two (2) reserved parking spaces, at no charge, within proximity of building.

The Facility operator shall offer the highest quality of public information services to citizens, visitors and businesses. Information to be provided at the

center should include local attractions, restaurants, accommodations, transportation, special events, City services, and other as may be appropriate.

The Facility operator shall maintain open communication with other welcome centers located in the surrounding area of Tampa Bay and Visit St. Pete/Clearwater (Pinellas County Convention and Visitors Bureau), providing essential information as to the condition of traffic, parking, weather, red tide, events, activities and other information deemed appropriate. Preference will be given to those operators that can demonstrate viable partnerships or opportunities with Visit St. Pete/Clearwater (VSPC) for any coordinated marketing efforts. Respondents shall provide a strategy to communicate services and information between others within the industry and act in accordance with all public and private partnerships.

The Facility shall be staffed with the appropriate number of employees to meet the needs of the public. Respondents shall designate a facility manager and outline a plan for staffing the center during hours of operation, which may change during peak and off-peak tourism seasons. The operator will ensure that all people (whether paid staff or volunteers) working at the center are qualified to perform their duties. All equipment, merchandise and supplies to maintain operation of the Facility shall be the responsibility of the operator. The operator shall pay utilities, operational expenses, sales and property taxes, and costs associated with applicable insurance requirements. The operator shall acquire all necessary permits and licenses and shall comply with all requirements of the Americans with Disabilities Act. The Facility must be maintained in good condition, clean and free of debris. The Facility shall remain open to the public during 10-20 annual signature events, even if outside normal operating hours. Prior to and during signature events, activities and programs affecting Clearwater, the operator will maintain communication with the City of Clearwater Parks and Recreation Special Events Administration staff and collaborate with center staff to ensure that services and information provided to the public corresponds with that of the City and event managers.

The Facility operator may sell City-approved sundry items that promote Clearwater, its businesses and attractions, including postcards, souvenirs, maps, etc. The operator may sell advertising space and disseminate advertising publications and other related information, to be approved by the City. The operator will not promote businesses outside of the city limits of Clearwater unless it is a unique attraction or business that complements Clearwater business offerings, to be approved by the City.

The operator shall furnish quarterly reports identifying the number of clients served, the cost of services, and a commentary on the viability, effectiveness and trends affecting the Facility. The sale or use of alcoholic beverages, unfair business promotion practices, and the use of the Facility as another business or advertising facility is prohibited.

Additional details are provided in Exhibit A - Scope of Work.

2. TIME OF PERFORMANCE.

The initial Contract Term shall commence on October 1, 2025, and end September 30, 2029.

3. EXTENSION.

The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4. INDEPENDENT CONTRACTOR.

It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health

benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

5. SUBCONTRACTING.

Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

6. ASSIGNMENT.

This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

7. SUCCESSORS AND ASSIGNS, BINDING EFFECT.

This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

8. NO THIRD-PARTY BENEFICIARIES.

This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.

9. NON- EXCLUSIVITY.

The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

10. AMENDMENTS.

There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

11. TIME OF THE ESSENCE.

Time is of the essence to the performance of the parties' obligations under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS.

- a. Drug-Free Workplace. Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
- b. Federal and State Immigration Laws. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect

applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

- (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
- (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
- (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
- (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
- (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

c. Nondiscrimination. Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion,

sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

13. AUDITS AND RECORDS.

Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. BACKGROUND CHECK.

The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.

The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from the performance of services under this Agreement.

16. DEFAULT.

- a. A party will be in default if that party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - (iii) Conducts business in an unethical manner or in an illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.

- b. Notice and Opportunity to Cure. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

- c. Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. REMEDIES.

The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by:
 - (i) requiring immediate reimbursement to the City;
 - (ii) deduction from an unpaid balance due to Contractor;
 - (iii) collection against the proposal and/or performance security, if any;
 - (iv) collection against liquidated damages (if applicable); or
 - (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.

18. CONTINUATION DURING DISPUTES.

Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. TERMINATION FOR CONVENIENCE.

The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. CONFLICT OF INTEREST F.S. Section 112.

Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.

The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. PAYMENT TO CONTRACTOR UPON TERMINATION.

Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both

completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. NON-WAIVER OF RIGHTS.

There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. 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.

25. THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.

Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

26. NO GUARANTEE OF WORK.

Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

27. OWNERSHIP.

All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

28. USE OF NAME.

Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.

29. SAFEGUARDING CITY PROPERTY.

Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

30. PROPRIETARY RIGHTS INDEMNIFICATION.

Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either:

- a. modify the item so that it becomes non-infringing;
- b. procure for the City the right to continue to use the item;
- c. substitute for the infringing item other item(s) having at least equivalent capability; or
- d. refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

31. FORCE MAJEURE.

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within

five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

32. GOVERNING LAW, VENUE.

This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

33. INTEGRATION CLAUSE.

This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

34. PROVISIONS REQUIRED BY LAW.

Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

35. SEVERABILITY.

If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as maybe necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

36. SURVIVING PROVISIONS.

Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

37. COMPENSATION.

The City will pay AMPLIFY Clearwater a sum not to exceed **\$307,496.60** 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.

38. 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 Code 0101801-530300).

39. 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 business day after the day on which such notice is mailed and properly addressed.

The Greater Clearwater
AMPLIFY Clearwater Amanda
Payne, President/CEO
1346 S Fort Harrison Ave
Clearwater, FL 33756
727-461-0011

City of Clearwater
Art Kader, Director
Parks & Recreation Department
P.O. Box 4748
Clearwater, Florida 33758
727-562-4800

40. INSURANCE REQUIREMENTS.

The Vendor 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 Vendor 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, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. Commercial Automobile Liability Insurance coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.

- c. Professional Liability/Malpractice/Errors or Omissions Insurance coverage appropriate for the type of business engaged in by the Respondent with minimum limits of \$2,000,000 (two million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- d. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory Workers' Compensation Insurance coverage in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. 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. The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.
- e. If the operator is using its own property, or the property of the City or other provider, in connection with the performance of its obligations under this Agreement, then Contractor's Equipment Insurance or Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.

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 Vendor 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" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance. In addition, when requested in writing from the City, Vendor 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: Procurement Division, RFP #02-21
P.O. Box 4748
Clearwater, FL 33758-4748

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

representatives' or agents') obligation to provide the insurance coverage specified.

41. 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.

42. 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.

43. CONFORMANCE WITH LAWS.

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

44. 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.

45. 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

By: _____

By: _____

Bruce Rector

Jennifer Poirrier

Mayor

City Manager

Approved as to form:

Attest:

By: _____

By: _____

Melissa Isabel

Rosemarie Call

Assistant City Attorney

City Clerk

The Greater Clearwater Chamber of
Commerce dba AMPLIFY Clearwater

Attest:

By: Amanda Payne
Amanda Payne
President/CEO

By: Jennifer Torrello
Print Name: JENNIFER TORRELO

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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. No competing items from Pier 60 concessions or Pier 60 Bait House 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 X, 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 residents, 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.

Operations/Management of Facility

- Staffing - A combination of paid hourly staff as well as volunteers to staff the facility however, one paid staff member will be present at all times the facility is open.
- Schedule of Operations - To ensure optimal visitor services, hours of operations will adjust during the various seasons of the year. Based on seasonal scheduling (8-10 hours per day), year-round operations of seven days per week the Beach Visitor Information Center will be opened for approximately 3,300 hours per year.
- Facility Maintenance - Daily maintenance, cleanliness and tidiness of the center except that which is the responsibility of the City. Payment of utilities as required shall not include utilities which are not separately metered to the Facility, specifically, electricity, which serves other surrounding city facilities.
- Management - Training of staff and volunteers; Necessary tools and resources to Public Information Services and Facility Maintenance.

Deliverables

- Within 30 days of the end of each quarter Amplify shall provide a Deliverables Report which will outline the efforts provided for that prior-ended quarter.
- Details to be included, at a minimum, in the Deliverables Report shall include:
 - Number of guests/visitors accommodated.
 - Number of guides, maps, and brochures given out.
 - Number of tickets to partnering attractions such as Busch Gardens and Clearwater Marine Aquarium sold.
 - Details regarding any marketing techniques used.
 - Details regarding marketing through Visit St. Pete/Clearwater.

Exhibit B - Fee Schedule

An Estimated Annual Hours of Operations Report (Report) for each forthcoming fiscal year encompassing 25/26 through FY28/29 shall be provided annually by AMPLIFY Clearwater to the Parks & Recreation Department no later than July 30 of each year. The City of Clearwater may, at its discretion, approve, approve with changes or reject with comments any given Report by August 30 of each year. The estimated hours of operation shall not be in effect without mutual written approval of the Report by September 30 of each year. Mutual written approval by and between AMPLIFY Clearwater and City of Clearwater shall be initiated by the City of Clearwater. An inability to come to mutual agreement shall render this contract null and void. The Report shall use careful analysis of past and current visitor data to project anticipated visitor trends.

The Reports shall be due from AMPLIFY Clearwater as follows:

Time Period	Estimated Hours of Operations Report Due	City Comments Due	Mutual Agreement Required by
FY25/26	September 1, 2026	September 15, 2026	September 30, 2026
FY26/27	July 30, 2027	August 30, 2027	September 30, 2027
FY27/28	July 30, 2028	August 30, 2028	September 30, 2028
FY28/29	July 30, 2029	August 30, 2029	September 30, 2029

Therefore, in consideration of the obligations undertaken by AMPLIFY Clearwater as well as the approximate amount of 3,300 hours of operation of the Beach Visitors Information Center, the City of Clearwater shall pay AMPLIFY Clearwater as follows:

Time Period	Not to Exceed	Quarterly Payments (01/01; 04/01; 07/01; 10/01)
		Not to exceed
FY25/26	73,500.00	18,375.00
FY26/27	75,705.00	18,926.25
FY27/28	77,976.16	19,494.04
FY28/29	80,315.44	20,078.86
<u>TOTAL</u>	<u>307,496.60</u>	--

Payments for FY25/26 through FY29/30 shall be made in quarterly payments. Invoices shall be submitted Net 30 on or about October 1, January 1, April 1 and July 1 of each year along with a clear and concise quarterly report showing all work performed as outlined under deliverables.

Each quarterly payment shall reflect the preceding quarter as follows:

Quarterly Payment Invoice Due (on or about)	For Quarter
January 1	October 1 through December 31 (Q1)
April 1	January 1 through March 31 (Q2)
July 1	April 1 through June 30 (Q3)
October 1	July 1 through September 30 (Q4)