



REQUEST FOR PROPOSALS

No. 2019-02

Public Relations Consultant for the Town of Surfside Tourist Bureau

TOWN OF SURFSIDE

TOWN COMMISSION

Daniel Dietch, Mayor
Daniel Gielchinsky, Vice Mayor
Barry Cohen
Michael Karukin
Tina Paul

TOURIST BOARD

Barbara Cohen, Chair
Jeff Lehman, Vice-Chair
Neil Goodman
Charles Kesl
Cornelia Samara
Michael Karukin, Commission Liaison

TOWN ATTORNEY

Weiss Serota Helfman Cole & Bierman, P.L.

OFFICE OF THE TOWN CLERK

Sandra Novoa, MMC

ADMINISTRATION

Guillermo Olmedillo, Town Manager



PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town of Surfside ("Town") is soliciting proposals for a Public Relations Consultant for the Town of Surfside Tourist Bureau. Interested companies, firms, and individuals ("Proposers") may pick-up a copy of Request for Proposals **No. 2019 - 02** ("RFP") to be issued on **October 10, 2019** at Town Hall, 9293 Harding Avenue, Town Clerk's Office, Second Floor, Surfside, Florida, 33154 or view the RFP online at www.townofsurfsidefl.gov. The RFP contains detailed information about the scope of services, submission requirements, and selection procedures.

One (1) original, seven (7) copies, and a USB containing the electronic files of the completed and executed submissions ("Proposals") must be delivered to the following address no later than **2:00 p.m. on Monday, November 25, 2019**.

**Town of Surfside Town Hall
9293 Harding Avenue
Town Clerk's Office, Second Floor
Surfside, Florida 33154**

The envelope containing the sealed Proposal must be clearly marked as follows:

**SEALED PROPOSAL
RFP NO. 2019-02 PUBLIC RELATIONS CONSULTANT
FOR TOWN OF SURFSIDE TOURIST BUREAU**

A **mandatory pre-RFP submission conference** is scheduled for Wednesday, October 23, 2019 at **2:00 pm at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida**. All Proposers planning to submit Proposals must attend this meeting. Proposers should allow sufficient time to ensure arrival prior to the indicated time.

The Town intends to enter into agreement with the successful Proposer to provide public relations consulting services for the Town's Tourist Bureau. The agreement will be awarded by the Town to the Proposer with the Proposal that will best serve the Town's interests, represent the best value to the Town, and be most advantageous to the Town, in accordance with the criteria set forth in the RFP.

The Town reserves the right to reject any or all proposals, with or without cause, to discontinue the RFP or solicitation, to waive technical errors and informalities, and to accept the Proposal that will best serve the Town's interests, represent the best value to the Town, and be most advantageous to the Town .

Pursuant to Town Code Chapter 3, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until the beginning of the Town Commission meeting at which the Town Manager makes a written recommendation to the Town Commission for award of a contract. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the Cone of Silence.

Any questions regarding RFP No. 2019-02 are to be directed in writing to Sandra Novoa, MMC, Town Clerk, via e-mail at snovoa@townofsurfsidefl.gov or by hand-delivery or mail to the following address: Town of Surfside, Attn: Town Clerk, 9293 Harding Ave., Second Floor, Surfside, Florida 33154.

The following schedule shall govern this RFP. The Town reserves the right to change the scheduled dates and times at its sole discretion.

RFP SCHEDULE OF EVENTS			
No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of Solicitation/RFP	Thursday, October 10, 2019	
2	Mandatory Pre-Bid Meeting	Wednesday, October 23, 2019	2:00 p.m.
3	Last Day for Bidders to Ask Questions or Request for Clarification on RFP from the Town	Friday, November 15, 2019	
4	Addenda Final Issue Date / Town's Answers to Questions by Bidders	Monday, November 18, 2019	
5	Proposals Deadline	Monday, November 25, 2019	2:00 p.m.
6	Proposals Opened by Town Clerk	Monday, November 25, 2019	2:00 p.m.
7	Evaluation Committee Meeting to Review and Rank Proposals	Monday, December 9, 2019	10:00 a.m.
8	Tourist Board Meeting to Review Evaluation Committee's Rankings and Select Consultant for Award of Contract by Commission	Monday, January 6, 2020	5:30 p.m.
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SECTION 1
SERVICES NEEDED

1. Introduction

1.1.This Request for Proposal (“RFP”) is issued by the Town of Surfside, Florida (the “Town”) in accordance with Chapter 3, “Purchasing” of the Town’s Code of Ordinances.

2. Term of Agreement & Contingency for Availability of Funds

2.1.The initial term for an agreement made pursuant to this RFP will be one (1) year. The agreement may be renewed thereafter at the Town’s discretion for up to three (3) additional one (1) year periods.

2.2.An award of this RFP and any subsequent agreement or renewals shall be subject to, and contingent upon, the proper appropriation and availability of funds budgeted to the Tourist Bureau.

3. Scope of Services

3.1.The Town’s Tourist Bureau is seeking qualified companies, firms, and individuals (“Proposers”) of public relations services to submit responses to this RFP to develop and implement a strategic, results-oriented public relations campaign (the “Services”) that aligns with the Tourist Bureau’s marketing objectives, which are available in Attachment F attached hereto.

3.2.The Proposer shall provide all necessary labor, materials, and equipment to provide the Services.

3.3.At a minimum, the Services must include the following:

3.3.1.Develop and implement a strategic, results-oriented PR campaign that aligns with the Town's marketing objectives

3.3.2.Develop a strong positioning statement that differentiates Surfside while placing the destination within the greater Miami story

3.3.3.Introduce Surfside to the agency's comprehensive database of targeted media outlets and influencers

3.3.4.Work hand-in-hand with the advertising agency to create a master calendar for aligned PR and social media campaigns, including pitching topics, press releases and community events/festivals

3.3.5.Identify and secure partnerships, sponsorships and alliances with a focus on media partnerships for photo shoots and filming

3.3.6.Identify and engage international media to increase VisitSurfsideFL.com's traffic (Canada, Brazil, Colombia, Argentina, the U.K., Germany, Israel and China)

3.3.7.Coordinate media tours/desksides such as the New York Times Travel Show, the Florida Governor's Conference on Tourism, Florida Huddle, etc.

3.3.8.Create or revise a comprehensive press kit, including fact sheets, bios and news releases

- 3.3.9.** Develop targeted key messages that speak to each key segment as well as to niche media
- 3.3.10.** Build buzz by communicating with the media and influencers daily, both upon inquiry and proactively via press releases and pitching
- 3.3.11.** Set up media monitoring (broadcast, digital and social) and real-time news alerts for trending stories where Surfside can lend its voice
- 3.3.12.** Identify opportunities for industry and editorial/readers' choice awards and submit nominations as needed or introduce to editors and key decision makers
- 3.3.13.** Meet with partners from Visit Florida, the Greater Miami CVB and their respective agencies to maximize those partnerships
- 3.3.14.** Participate in town/tourist board meetings and community events
- 3.3.15.** Prepare monthly and quarterly activity reports
- 3.3.16.** Serve as spokesperson when necessary
- 3.3.17.** Develop a detailed crisis communications plan if necessary & provide crisis communications management as needed

[END OF SECTION]

SECTION 2

INFORMATION FOR PROPOSERS

1. Introduction to the Town of Surfside, the Resort Tax, and the Tourist Bureau

The Town is a coastal municipality located in northeastern Miami-Dade County, Florida. The Town imposes a Resort Tax of four percent (4%) on revenues generated by the sale of accommodations and two percent (2%) on revenues from food and beverages sold within the Town's limits. The receipts from the Resort Tax are maintained in a separate special revenue fund (the "Tourist Resort Tax Fund") within the Town's budget. The Tourist Resort Tax Fund is projected to earn more than \$3,000,000.00 in revenue from the collection of Resort Taxes in Fiscal Year 2018- 2019. The Town's Tourist Bureau (a/k/a the Town's Tourism Department) is funded by Resort Taxes.

The Tourist Resort Tax Fund, like all Special Revenue Funds, is comprised of revenue from specific sources with dedicated specific allowable uses. Thirty-four percent (34%) of the expenditure of the Fund is governed by the Town's Resort Tax Board (a/k/a the Tourist Board), comprised of members appointed by the Town's Commission, who oversee the legal and appropriate use of these funds through the Tourism Director and the operations of the Tourist Bureau.

Pursuant to Section 70-122 of the Town's Code, a minimum of 34% of the Tourist Resort Tax Fund is used for the promotion of the tourist industry under the annual tourist bureau budget, which includes, but is not restricted to, the following: publicity, advertising, promotional events, and tourist bureau activities.

The Tourist Bureau is responsible for bringing visitors into the Town to patronize hotels, restaurants, businesses, and other recreational amenities. Due to the recent influx of luxury hotels in Town, the tourism focus has shifted to include international, national, and regional target markets. The goal being to identify a strategy with the optimum mix to connect with the various target markets.

Only three municipalities in Miami-Dade County are eligible by Florida State Law Chapter 67-930, Municipal Resort Tax, as amended, to levy a resort tax: Bal Harbour Village, the City of Miami Beach, and the Town of Surfside.

Additional information regarding this unique revenue generating opportunity can be found in [Section 69-A, "Resort Tax"](#) of the Town Charter and [Article IV, "Resort Tax," Chapter 70, "Taxation"](#) of the Town Code.

2. Rejection of Proposals. The Town reserves the right, in its sole discretion, to reject any or all Proposals in whole or in part, without incurring any cost or liability whatsoever. The Town reserves the right to cancel or discontinue the RFP and/or solicitation. All Proposals

will be reviewed for completeness of the submission requirements. If a Proposal fails to meet a

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RFP No. 2019-02 – Public Relations Consultant

requirement of the RFP, is incomplete, or contains irregularities, the Proposal may be rejected. Any proposal may be rejected if, in the Town's sole discretion, the Town determines the Proposal not to be sufficiently competitive, or where the cost is not reasonable. Proposals that contain false or misleading statements may be rejected if, in the Town's sole discretion, the Town determines the information was intended to mislead the Town regarding a requirement of the RFP.

3. Requests for Additional Information or Clarification/Addenda.

- 3.1.**Requests for additional information or clarifications must be made in writing and received by Sandra Novoa, Town Clerk specified in the Public Notice Section of this RFP, in accordance with the deadline for receipt of questions specified in the Schedule located in Section 3 of this RFP.
- 3.2.**The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued no later than the date set forth in the Schedule. All persons attending the pre-RFP Submission Conference or submitting questions via e-mail will receive the Town's response.
- 3.3.**If the Town finds it necessary to add to or amend this RFP prior to the submittal deadline, the Town will issue written addenda. Each Proposer must acknowledge receipt of each addendum and provide it with its Proposal.
- 3.4.**The Town may issue an addendum in response to any inquiry received by the deadline set forth in the Schedule, which changes, adds to, or clarifies the terms or provisions of this solicitation.
- 3.5.**The Proposer shall not rely on any representation, statement, or explanation whether written or verbal, other than those made in this RFP and any addenda issued. Where there appears to be a conflict between this RFP and any addenda, the last addendum shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda, and any accompanying documentation.

4. Deadlines, Copies, and Address for Submittal

- 4.1.**Sealed Proposals will be accepted in accordance with the instructions detailed in this RFP. The Proposer shall file all documents necessary to support its response and shall include them with its Proposal. Each Proposer shall be responsible for the actual delivery of responses no later than the date and time set forth in the Schedule at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida.

5. Withdrawal of Proposals

- 5.1.**A Proposer may withdraw their Proposal at any date and time prior to the time the Proposals are scheduled to be opened and may be resubmitted by the scheduled opening. Proposals may not be cancelled or modified after the submission deadline.

6. Contract Execution. An agreement will be negotiated and executed between the selected Proposer and the Town, in substantially the form attached hereto. The successful operation

of this agreement requires that the selected Proposer act in good faith in all matters relating to carrying out the Services and the interpretation of the contract documents.

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- 7. Capital Expenditures.** The selected Proposer understands that any capital expenditures, or expenses incurred by Proposer, in order to perform the Services required by this RFP, is a business risk. The Town is not required, and shall not, pay or reimburse any capital expenditures or any other expenses, incurred by any Proposer.
- 8. Hold Harmless and Indemnification.** All Proposers shall hold the Town, its officials and employees, harmless and covenant not to sue the Town, its officials and employees, in reference to the Town's decision to reject, award, or not award this RFP, as applicable.
- 9. Town's Reservation of Rights.** The Town reserves the right to:
 - 9.1.** Accept any or all responses, and the right, in its sole discretion, to accept the Proposer who will best serve the Town's interests, represent the best value to the Town, and be most advantageous to the Town.
 - 9.2.** Reject any and all qualifications and to seek new qualifications when such a procedure is in the best interest of the Town.
 - 9.3.** Investigate the financial capability, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the Proposal.
 - 9.4.** Investigate the Proposer's qualifications or any of its agents, as it deems appropriate.
 - 9.5.** Conduct personal interviews of any or all Proposers prior to selection (the Town shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews).
 - 9.6.** Waive any of the immaterial conditions or criteria set forth in this RFP.
 - 9.7.** The Town reserves the right on any advertised selection process to decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the Town deems best qualified for the project.
 - 9.8.** The Town retains the right to adjust specifications, timing, and scoring at staff discretion.
- 10. INSURANCE REQUIREMENTS.** Proposers shall provide evidence of the ability to meet the following insurance requirements:
 - 10.1.** Proposer shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

- 10.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property

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under the care, custody and control of Proposer. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

- 10.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Proposer shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- 10.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

- 10.1.4.** Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

- 10.2.** **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Proposer shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

- 10.3.** **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an

Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Proposer in performance of this Agreement. The Proposer's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Proposer's insurance. The Proposer's insurance shall contain a

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severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

10.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Proposer shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

11. Laws and Regulations; Local Preference.

11.1. All applicable Federal, State of Florida, Miami-Dade County and Town laws and regulations shall apply to any contract awarded as a result of this RFP.

11.2. Proposers shall comply with all federal, state, and local laws, including but not limited to minimum wage, social security, nondiscrimination, Americans with Disabilities Act ("ADA"), unemployment compensation, and workers' compensation.

11.3. Proposers should familiarize themselves with Section 3-6 of the Town's Code of Ordinances which allows a five (5%) percent local preference in scoring to holders of current Town Local Business Tax Receipts for businesses which are physically located within the Town's limits and three (3%) percent to local businesses that are located within a ten (10) mile radius of the Town's limits.

12. Cone of Silence. Notwithstanding any other provision of these specifications, the provisions of the Town's "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town Code Chapter 3, Section 3-17, available online at the following link:

https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH3P_U_S3-17COSI .

Violation of the Cone of Silence by a particular proposer shall render any RFP award or bid award to said proposer voidable by the Town Commission and/or Town Manager.

[END OF SECTION]

SECTION 3
PROPOSAL REQUIREMENTS, EVALUATION CRITERIA, & SELECTION PROCESS

1. Proposal Requirements/Qualification Package

1.1. Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of the Proposer to provide the required Services. All Proposals shall respond to the criteria outlined in this RFP.

1.2. Any Proposer wishing to provide the Services, as described in this RFP, must submit: (i) one (1) original Proposal; (ii) seven (7) complete copies of Proposal; and (iii) a USB containing the electronic files that include, at a minimum, the documentation requested in this RFP.

1.3. To qualify for evaluation, in addition to any other requirements stated in this RFP, the Proposer shall submit a proposal that includes all of the following information, appropriately tabbed and titled, in this order (“Proposal”):

1.3.1. Cover Page. Each Proposal shall have a cover page entitled “Proposal for Town of Surfside RFP No. 2019-02.” The cover page should include the Proposer’s company name, address, phone, contact person and e-mail with date of submittal.

1.3.2. Table of Contents. Outline all proposal sections as required in the RFP with page numbers and necessary attachments.

1.3.3. Letter of Intent. A letter of intent shall be provided that briefly introduces the Proposer and the aspects of the proposal. The letter should be signed and on company letterhead stating the names of the employees and titles who are authorized to represent the company and that the contact signing the letter is authorized to bind the company. Please specify if your company is a Small Business, Minority-Owned Firm or Women’s Business Enterprise.

1.3.4. Firm’s Contact, Expertise, and Project Management Information: State the name of the agency or organization, address, telephone number and contact person for the proposal submission. List all office locations. Identify the office from which the Town’s account will be serviced. Provide a brief description of the history and organization of the Proposer, and the Proposer’s expertise in providing the Services.

1.3.5. Principal in Charge’s Experience: This individual must have a minimum of five (5) years’ experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Proposer.

1.3.6. Project Team Resumes/CVs and Experience: Proposers shall provide, in detail, the experience and qualifications of the Proposer’s management team and key personnel, in providing similar Services as proposed in this RFP. List the names of the proposed service team and describe each member’s role, as well as an organizational chart of named personnel proposed to be involved in providing the Services.

1.3.7. Credentials, Capabilities and Financial Data:

1.3.7.1. Proof of authorization to transact business in Florida.

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1.3.7.2. The Proposer shall have a minimum of two (2) years of continuous operation under the same name with professional licenses and insurance, qualifier for company name and type of licenses, official complaint history within the last two (2) years, and a list of current and past clients with emphasis on Florida municipalities. The team working on the Project must have prior experience within the past ten (10) years of providing similar Services.

1.3.7.3. Proposers must provide their business overview, financial state of the business, annual revenue for past two (2) years, and the names and addresses of all persons having a financial interest in the firm.

1.3.7.4. Any other supporting documentation the Proposer deems necessary to demonstrate the capability to provide and implement the Services, as outlined in this RFP.

1.3.8. Similar Projects and References

1.3.8.1. Past performance information will be collected on all Proposers. Proposers are to submit at least three (3) relevant clients identifying a specific contact, contact title, and telephone number. The Town reserves the right to verify any information submitted by Proposer during the RFP process.

1.3.9. Services Proposal. Submit a detailed scope of services including, at a minimum, the Services requested in Section 1 of this RFP. Proposals which fail to include and address all required Services listed in this RFP may be deemed non-responsive and may not be considered.

1.3.10. Fee Proposal. Submit a signed, detailed, firm, fixed fee for providing all the Services. Proposals should also include hourly rates for additional services which may be requested by the Town in addition to the retained Services. The fee proposal should provide a detailed budget and task cost outline for the Services described in Section 1 of this RFP, as well as a proposed payment schedule for the Services. As the Town may award an agreement based on the proposal, a proposer should make its proposal on the most favorable terms available. The Town reserves the right, however, to have discussions with those proposers falling within a competitive range, and to request revised pricing and rate offers from them in order to make an award or conduct negotiations to get the best value and most favorable terms for the Services.

1.3.11. Proof of Insurance. Proposals shall include proof of insurance meeting the minimum requirements set forth in this RFP.

1.3.12. Forms. Proposals shall include executed originals of all forms included in this RFP.

2. Evaluation Criteria. Proposals will be evaluated and ranked according to the following criteria and respective weights:

2.1.Submission Requirements (10 Points). Responsiveness of the proposal to the submission requirements set forth in the RFP and compliance with the Town's contracting requirements.

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2.2. Scope of Services (35 Points). The methods, technical ability, capacity, and flexibility of the proposer to perform the Services, including proposed methods to be used in completing the Services.

2.3. Experience (20 Points). Level and expertise of proposed project team and key personnel that would be assigned to the project, as well as client references and demonstrated leadership and success in similar projects.

2.4. Cost Structure (35 Points). The total cost of the Proposal. Costs will be evaluated only if a Proposal is determined to be otherwise qualified. Costs should be itemized by project tasks with proposed hourly rates identified.

3. Process of Selection.

3.1.An evaluation committee will review all Proposals to determine compliance and responsiveness with the requirements of this RFP. The Town reserves the right to determine the suitability of Proposals on the basis of a Proposer's ability of meeting requirements, quality and performance of the proposed services and cost.

3.2.During the evaluation process, the Town may require a Proposer's representative to answer questions and/or provide additional information with regard to the Proposal and require a formal presentation, in person, to the evaluation committee, the Tourist Board, and/or the Town Commission.

3.3.The Town will evaluate the comparable experience, capability, project management, workload, financial strength, and other factors the Town deems pertinent and will select the Proposer that is deemed to be most qualified. The Town will be the sole judge in determining the most qualified Proposer.

3.4.The award of the Agreement will be to the Proposer the Town believes is the most responsive and responsible, provides the best value, and is in the best interest and most advantageous to the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town.

3.5.Final selection and award will be made by the Tourist Board and Town Commission. In no case will an award be made until all necessary investigations have been made into the responsibility of the Proposer and the Town is satisfied that the Proposer is qualified to perform the Services and have the necessary organization, capital and equipment to carry out the Services in the specified timeframes.

3.6.If the Town accepts a Proposal, the Town will provide a written notice of award to the responsive and responsible Proposer, who meets all necessary requirements of this RFP. Subsequently, the Town, will negotiate an agreement, in substantially the form attached hereto as Attachment "A."

3.7.The Town, if unable to negotiate a reasonable agreement price with one proposer, may negotiate with the next highest-ranked bidder.

- 4. Schedule of Events.** The following schedule shall govern this RFP. The Town reserves the right to change the scheduled dates and times at its sole discretion.

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No.	Event	Date	Time (EST)
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8	Tourist Board Meeting to Review Evaluation Committee's Rankings and Select Consultant for Award of Contract by Commission	Monday, January 6, 2020	5:30 p.m.
9	Manager Recommendation to Commission/Agenda for Town Commission Meeting Published	Wednesday, January 8, 2020	7:00 p.m.
10	Award of Contract at Town Commission Meeting	Tuesday, January 14, 2020	

[END OF SECTION]

SECTION 4
ATTACHMENTS

The following attachments are provided as part of this RFP:

Attachment A: Form Professional Services Agreement

Attachment B: Town of Surfside's Five (5) Year Financial Plan ([link available here](#))

Attachment C: Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

Attachment D: Section 69-A, "Resort Tax" of Town of Surfside Charter ([link available here](#))

Attachment E: Article IV, "Resort Tax" of Town of Surfside Code of Ordinances ([link available here](#))

Attachment F: Town of Surfside's Marketing Objectives ([link available here](#))

[END OF SECTION]

SECTION 5
FORMS

The following forms are made part of this RFP and must be submitted with the response to the RFP:

_____ **Form 1: Proposal Information Form**

_____ **Form 2: Certificate of Authority (Complete one of the two forms as applicable)**

_____ **Form 2A: Certificate of Authority (for Corporations or Partnerships)**

_____ **Form 2B: Certificate of Authority (for Individuals)**

_____ **Form 3: Acknowledgment of Addenda**

_____ **Form 4: Single Execution Affidavit**

_____ **Form 5: Dispute Disclosure**

_____ **Form 6: List of Proposed Subcontractors**

_____ **Form 7: Reference Letters**

Form 1
PROPOSAL INFORMATION FORM

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

FIRM NAME

PRINCIPAL BUSINESS ADDRESS

TELEPHONE

FACSIMILE

EMAIL ADDRESS

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

NAME

TITLE

AUTHORIZED SIGNATURE

FORM 2A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

a business existing under the laws of the State of _____, (the "Entity") held on

, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as

_____ of the Entity, be and is hereby authorized

to execute this Proposal dated _____, 20____

, on behalf of the Entity and submit this Proposal to the

Town of Surfside, and this Entity and the execution of this

Certificate of Authority, attested to by the Secretary of the

Corporation, and with the Entity's Seal affixed, will be the official

act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the

Entity this _____ day of _____, 20____.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

(Seal)

FORM 2B
CERTIFICATE OF AUTHORITY
(if Individual)

I, _____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____ [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____ doing business as _____, the Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to the Town of Surfside, and the execution of this Certificate of Authority, attested to by a Notary Public, _____, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____ **Print Name:** _____

Title: _____

Witness #2 Print Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 3
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 6

_____ Addendum 2

_____ Addendum 7

_____ Addendum 3

_____ Addendum 8

_____ Addendum 4

_____ Addendum 9

_____ Addendum 5

_____ Addendum 10

NAME OF ENTITY

AUTHORIZED SIGNATURE

PRINT NAME

DATE

FORM 4
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

By: _____
NAME OF PROPOSING OR BIDDING ENTITY INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida

Statutes, means a violation of any state or federal law by a person with respect to and directly related to

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the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the

management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit/Anti-Kickback

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer further warrants that no portion of the sum herein proposed will be paid to any employees of the Town, its elected officials, the Proposer or Sub-Proposers, as a commission,

kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Proposer Initials

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Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Surfside (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful

agreement any advantage against Town of Surfside or any person interested in the proposed Contract.

4. Neither the undersigned, nor the person, firm or corporation named above, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Proposer Initials

Town of Surfside, Florida
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Scrutinized Company

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Drug-Free Workplace

The undersigned Proposer, in accordance with Section 287.087, Florida Statutes, hereby certifies that the Proposing/Bidding Entity does:

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and

specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).

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4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer Initials

**[Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.]**

Town of Surfside, Florida
RFP No. 2019-02 – Public Relations Consultant

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____ Print Name: _____

Title: _____

Witness #2 Print Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 5
DISPUTE DISCLOSURE

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes”, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Surfside.

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

Form 6
LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

**FORM 7
REFERENCES**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.**

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include information explaining approach, date(s) performed, and details
on size/scope of work/complexity)**

Is the Contract still Active? Yes _____ **No** _____

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RFP No. 2019-02 – Public Relations Consultant

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage:_____

Event(s) Completed (include information explaining approach, date(s) performed, and details on size/scope of work/complexity)

Is the Contract still Active? Yes _____ **No** _____

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REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include information explaining approach, date(s) performed, and details on size/scope of work/complexity)

Is the Contract still Active? Yes _____ **No** _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE AND
[INSERT CONSULTANT'S NAME]**

THIS AGREEMENT ("Agreement") is made effective as of the ____ day of _____, 2019 ("Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, ("Town"), and **[INSERT CONSULTANT'S NAME]**, a **[INSERT TYPE OF ENTITY]** ("Consultant").

WHEREAS, the Town issued Request for Proposals No. 2019-02 ("RFP"), soliciting a public relations consultant for the Town and the Consultant submitted a response to the RFP; and

WHEREAS, the Consultant will provide public relations consulting ("Services," as further described below); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon the fees for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services

1.1.Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

1.2.Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

1.3.Upon the Town's request, in writing, for additional services the Consultant shall render additional services specified by the Town at the rates agreed upon and described in this Agreement ("Additional Services").

2. Term/Commencement Date

2.1.This Agreement shall become effective upon the Effective Date and shall remain in effect for one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8.

Additionally, the Town Manager may renew this Agreement for up to three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended, in writing, by the Town Manager.

3. Compensation and Payment

3.1. Compensation for Services and Additional Services shall be provided by Consultant in accordance with the hourly rates as described in the Schedule of Rates, attached hereto as Exhibit "B."

3.2. Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement and shall not be in an amount to exceed \$_____. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the hourly rates as stated in the Schedule of Rates. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subconsultants

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities

5.1. Town shall make available any staff and representatives, and provide criteria requested by Consultant to assist Consultant in providing the Services, Deliverables, and Additional Services.

5.2. Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's

Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the Term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

6.3. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.4. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration

of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination

10.1. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys' Fees and Waiver of Jury Trial

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification

12.1. Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Indemnification

13.1. Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

13.2. The provisions of this section shall survive termination of this Agreement.

14. Notices/Authorized Representatives

14.1. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed

Town of Surfside, Florida
RFP No. 2019-02 – Public Relations Consultant

to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. Governing Law and Venue

15.1. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be in Miami-Dade County, Florida.

16. Entire Agreement/Modification/Amendment

16.1. This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16.3. Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

17. Ownership and Access to Records and Audits

17.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

17.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

Town of Surfside, Florida
RFP No. 2019-02 – Public Relations Consultant

- 17.3.** Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 17.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 17.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 17.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 17.7.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Sandra Novoa, MMC, 9293 Harding Avenue, Surfside, Florida 33154, 305-861-4863, snovoa@townofsurfsidefl.gov.**

18. Nonassignability

- 18.1.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.

19. Severability

19.1.If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. Independent Contractor

20.1.The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21. Compliance with Laws

21.1.The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

22. Waiver

22.1.The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. Survival of Provisions

23.1.Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24. Prohibition of Contingency Fees

24.1.The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Town of Surfside, Florida
RFP No. 2019-02 – Public Relations Consultant

25. Public Entity Crimes Affidavit

25.1.Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

26. Counterparts

26.1.This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

27. Background Checks

27.1.The Consultant will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of the Services. Background checks must be performed prior to the performance of any Services by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

28. Termination Due To Lack of Funds

28.1.This Agreement is subject to the condition precedents that: (i) Town funds are available, appropriated, and budgeted for the Services; (ii) the Town secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Town Council relative to the Services; and (iii) Town Council enacts legislation or other necessary Resolutions, which award and authorize the execution of this Agreement.

29. Non-Exclusive Agreement

29.1.The Town reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day
and year as first stated above.

TOWN OF SURFSIDE

By: _____
Guillermo Olmedillo
Town Manager

Attest:

By: _____
Sandra Novoa, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Town of Surfside
Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
golmedillo@townofsurfsidefl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian M. Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated _____, 2019, attached hereto and incorporated herein by reference.

OR

The Scope of Services set forth herein shall collectively be referred to as the "Services." Specifically, Contractor's Services shall include, but not be limited to, the following:

**EXHIBIT “B”
SCHEDULE OF RATES**

[TO BE INSERTED ONCE RATES/COMPENSATION FINALIZED]

ATTACHMENT B

Town of Surfside's Five (5) Year Financial Plan

([link available here](#))

ATTACHMENT C

Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020



Tourist Resort Fund

The Tourist Resort Fund is a Special Revenue Fund within the Town of Surfside's budget. Funding for the Tourist Resort Fund is derived almost entirely from taxes placed on certain types of private enterprise – food and beverage sales (restaurants), and accommodations (short term rental properties) - that are passed on to consumers.

Commencing in FY2019, the Town accounts for 100% of total projected revenues in the Tourist Resort Fund. These revenues are expended to fund tourism related activities and the cost of Community Center operations.

Thirty-four (34%) of total revenues are allocated directly for tourism related activities. The expenditure of these funds is governed by the Tourist Bureau Board of the Town of Surfside. The information associated with tourism services in this section for FY2018 reflects only those funds governed by the Tourist Bureau Board.

Prior to FY2019, the remaining sixty-six percent (66%) of total revenues allocated for the cost of operating the Community Center, collection, handling and processing of resort tax, and other functions related to enhancing the visitor experience were budgeted in the General Fund. Information associated with Community Center operations for FY2018 may be found in the General Fund under the Parks and Recreation and TEDACS departments.

ATTACHMENT C

Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

102 Tourist Resort Fund FINANCIAL SUMMARY

	FY 2018*	FY 2019*	FY 2019*	FY 2020
	Actual	Adopted	Estimated	Proposed
<u>FUNDS AVAILABLE</u>				
Resort Taxes*	\$1,058,077	\$2,930,000	\$3,896,202	\$3,297,550
Miscellaneous Revenues	9,300	10,500	10,500	10,500
Fund Balance Beginning -				
Tourist Bureau	469,880	109,444	357,704	686,213
Community Center				768,566
TOTAL	\$ 1,537,257	\$ 3,049,944	\$ 4,264,406	\$ 4,762,829
<u>APPROPRIATIONS**</u>				
Personnel Costs	\$135,478	\$1,236,399	\$1,161,313	\$1,348,101
Operating Expenses	861,512	1,514,314	1,514,314	1,685,615
Capital Outlay	2,563	0	0	38,500
Transfer to Other Funds	180,000	134,000	134,000	0
TOTAL APPROPRIATIONS	\$ 1,179,553	\$2,884,713	\$ 2,809,627	\$3,072,216
Fund Balance Ending -				
Tourist Bureau	\$ 357,704	\$ 109,444	\$ 686,213	\$ 835,952
Community Center		55,787	768,566	854,661
TOTAL	\$ 1,537,257	\$ 3,049,944	\$ 4,264,406	\$ 4,762,829

Notes:

*Beginning in FY2019 100% of Resort Tax revenues are budgeted in the Resort Tax Fund. Prior to FY2019 budget allocation: 66% General Fund 001 / 34% Resort Tax Fund 102.

**Beginning in FY2019 Community Center operations are budgeted in the Resort Tax Fund 102. Community Center operations in prior years were budgeted in the General Fund 001.

ATTACHMENT C

Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

Tourist Resort Fund Tourism Department

The Tourism Department encourages patronage of Surfside's hotels and restaurants through cooperative events, promotional activities, marketing, public relations and advertising opportunities. The department also assists in the improvement of the Surfside Business District by functioning as a promotional partner, advisor and advocate on initiatives.

Services, Functions, and Activities:

Surfside is one of only three municipalities in Miami-Dade County currently eligible by Florida State Law to impose a Resort Tax of four percent (4%) on accommodations and two percent (2%) on food and beverage sales as a source of revenue. Miami Beach and Bal Harbour are the other two municipalities with the same capability. This unique revenue generating opportunity is also defined in the Town's Charter in Sec. 69-A. Resort Tax. The Tourist Resort Fund is a Special Revenue Fund within the Town of Surfside's budget. This means that the funds, like all Special Revenue Funds, are collected from specific sources and dedicated to specific allowable uses.

The Town's Ordinance No. 11-1574 was modified to clarify the purpose and use of resort taxes. Among other items, the Ordinance clarifies that a percentage of receipts will be allocated:

- sixty-six percent (66%) to be spent in support of such items as the administration of the fund, and the operations/maintenance of the Community Center, therefore directly relieving ad valorem taxes from being used for such purposes;
- thirty four percent (34%) for services and programs to promote the Town as a tourist destination with the help of the Tourist Board and may support the related personnel within the Tourist Bureau department.

The Tourist Board Members, appointed by the Town's Commission, oversee the appropriate use of the 34% resort tax allocation through the Tourism Director and the operations of the Tourist Bureau. The Tourist Bureau is responsible for promoting the Town's dining, shopping, lodging, recreation and beach to visitors nationally, internationally, and within the state of Florida - attracting visitors from within the state as well as other US cities, in addition to many Latin American countries, Canada, Israel, even the United Kingdom.

The relatively recent addition of the luxurious Four Seasons Hotel at The Surf Club, and their restaurants, new restaurants along Harding Avenue, as well as the landmark existing businesses are expected to generate a resort tax revenue growth rate of approximately 29% during FY2019. The Tourist Bureau's destination marketing efforts, combined with the marketing efforts of the local hotels and businesses are starting to gain momentum with the press and patrons alike. We're proud to re-invest 66% of those tax revenues back into the operations of the Community Center, which is fully funded by resort tax collections thus providing relief from ad valorem taxes to property owners. The other 34% is invested to promote the Town as a tourist destination with the spending authority of the Tourist Board for those amounts allocated to the Tourist Bureau's budget by the Town Commission during the annual budgetary process.

The Town anticipates a beach re-nourishment project as part of the Miami-Dade County Beach Erosion Control and Hurricane Protection Project to begin in July/August of 2019. In order to address critical beach erosion in Surfside, the U.S. Army Corps of Engineers, in coordination with Miami-Dade County and the Town of Surfside, will place approximately 330,000 cubic yards

ATTACHMENT C

Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

of beach quality sand, hauled by trucks from an upland mine, to re-nourish the public beach in Surfside. This beach re-nourishment project is likely to negatively impact resort tax revenues. The FY2020 budget forecasts this impact will result in an approximately 16% net overall reduction in resort tax revenue.

Finally, The Town of Surfside's Tourist Bureau, in collaboration with the recently reestablished Downtown Vision Advisory Committee, is making a concerted effort to promote, assist, partner and advise local businesses in determination to create a sense of place that encourages retention, and economic development, while maintaining and enhancing the characteristics that attract residents and visitors.

The responsibilities, focus and implementation of Tourist Board approved initiatives from the Tourist Bureau through the Tourism Director include, but are not limited to the following:

- Plan, organize and manage all Tourist Bureau visitor marketing, public relations, advertising, promotional activities and events based on the Three-Year Tourism Strategic Marketing Plan.
- Maintain working rapport with hotel management, restaurants, and downtown businesses to encourage and develop participation in Tourist Bureau physical, social and economic initiatives.
- Implement communication plans and strategies to reach various groups and individuals for the purpose of attracting and securing potential customers for accommodations, dining, and shopping for each event and promotion.
- Oversee creative, production and implementation of all marketing communications such as website, new media, brochures, and event signage.
- Assist in resort tax compliance issues in an effort to maximize revenue collection.
- Maintain a welcome service in the Community Center for visitors, business owners/operators and residents and respond to all requests.
- Represent the Town in matters pertaining to various tour and travel associations and similar tourism organizations.

The following are initiatives that, at a minimum, constitute an effective marketing plan:

Pre-arrival tactics, including, but not limited to:

- Website updates, enhancements, and promotions
- Social media postings
- E-blasts to trade & consumers
- Surfside collateral & promotional materials
- Travel website promotions
- Travel industry tradeshow & sales missions
- Partnership development initiatives
- Public relations
- Co-operative advertising
- Niche marketing programs
- Familiarization trips
- Visitor guide – electronic and printed in both English and Spanish

Public programming efforts, including but not limited to:

- Signature annual events
- Turtle promotion & education
- Street banners
- Holiday lighting
- Work with downtown district business owners and Downtown Vision Advisory Committee

ATTACHMENT C

Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

Post-arrival tactics, including but not limited to:

- Visitor guide – electronic and printed in both English and Spanish
- Concierge outreach program
- Consumer advertising
- Sales tools

Fiscal Year 2019 Accomplishments:

Downtown

- Exploration of creative solutions for improving downtown district in collaboration with the Downtown Vision Advisory Committee
- Awarded Holiday Light BID for an updated look for 2019 holiday season

Resiliency & Beach

- Initiated sustainable tourism initiatives, including turtle educational initiatives:
 - Turtle coloring book launched
 - Partnered with Sea Turtle Conservancy with participation and a presence at all events

Communications

- Conducted Surfside specific tourism research, and launched the first year of three-year strategic marketing plan
- Capitalized on wellness destination focus with new programming around health & wellness topic
 - Success of Bootcamp & Brews first annual event series
 - Third Thursdays integrated health & wellness themes of Cweet Sounds & Culinary Delights, "Be Well – Yoga"
 - Second annual Paddletopia
- Continued partnership with key cohorts - GMCVB, Visit Florida and Brand USA.
 - Visit Florida awarded Surfside's Tourist Bureau 3 "Flagler Awards":
 - Bronze for Social Media Marketing
 - Henry award (equivalent to Gold) for Resource/Promotional Materials – Trade
 - Best in Show (equivalent to Gold) for Town of Surfside's 2017 Social Media Marketing Budgets \$500,000 to \$2 Million
- Continued resident education and outreach programs such as:
 - Articles in monthly Gazette
 - Regular posts on Nextdoor
 - National Travel and Tourism Week participation, and Tourism communication plan roll out
- Utilized alternative advertising tactics with more favorable returns on investment, less print, and more digital with trackable results

Issues:

- Sustainable tourism continues to be an important topic for Surfside and the world
- Art in public spaces initiative was not able to be completed this fiscal year
- Unified look for downtown needs to be prioritized

ATTACHMENT C

Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

Fiscal Year 2020 Objectives:

- Implement additional art in public spaces, and explore installation of interactive infrastructure with identifiable branding for user generated content
- Continue sustainable tourism initiatives
- Continue partnerships with key cohorts - GMCVB, Visit Florida and Brand USA, and explore new, enhanced partnerships
- Commence planning for enhancement/update of local way-finding and signage in collaboration with Downtown Vision Advisory Committee for a more unified look downtown

Performance Measures	FY 2017 Actual	FY 2018 Actual	FY 2019 YTD	FY2020 Estimated
<i>Social Media Followers:</i>				
Facebook	1,500	2,700	3,000	3,500
Instagram	3,500	7,200	8000	8,500
Twitter	166	350	415	450
Press Coverage		150	200	220
Average Hotel Occupancy	65%	71%	76.7%	78%
Average Hotel ADR	\$239	\$380	\$437.42	\$450
<i>Events:</i>				
Third Thursdays				
Registered	NA	382	390	500
Attended	1,200	1,100	1,150	800
Paddletopia				
Registered	NA	500	780	900
Attended	NA	200	313	400
First Fridays				
Registered	NA	1,020	NA*	800
Attended	800	753	NA*	600
Bootcamp & Brews				
Registered	NA	NA	153	400
Attended	NA	NA	121	200
Visitor Guide Distribution	4,200	6,000	6,000	6,000

*Due to beach re-nourishment project, no events planned in FY2019.

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Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

102 Tourist Resort Fund

	FY 2018 Actual*	FY 2019 Adopted*	FY 2019 Estimated*	FY 2020 Proposed
REVENUES				
Resort Taxes	\$1,058,077	\$2,930,000	\$3,886,202	\$3,297,560
Miscellaneous Revenues	9,300	10,500	10,500	10,500
TOTAL REVENUES	\$ 1,067,377	\$ 2,940,500	\$ 3,906,702	\$ 3,308,050
EXPENDITURES				
Tourist Bureau				
Personnel Costs	\$135,478	\$145,289	\$145,289	\$152,585
Operating Expenses	861,512	861,411	861,411	848,536
Capital Outlay	2,563			
Transfer to Capital Projects Fund	180,000	0	0	0
Contingency/Return to Reserves			328,509	122,616
Total Tourism Expenditures	\$1,179,553	\$1,006,700	\$1,335,209	\$1,124,737
Community Center**				
Personnel Costs		\$1,091,110	\$1,016,024	\$1,195,516
Operating Expenses		652,903	652,903	836,079
Capital Outlay		0	0	38,500
Transfer to Capital Projects Fund		120,000	120,000	0
Transfer to Fleet Management Fund		14,000	14,000	0
Contingency/Return to Reserves		55,787	768,566	113,218
Total Community Center Expenditures		\$1,933,800	\$2,571,493	\$2,183,313
TOTAL EXPENDITURES	\$ 1,179,553	\$ 2,940,499	\$ 3,906,702	\$ 3,308,050
Net Results	\$ (112,176)	\$ (0)	\$ -	\$ -

Note:

*Beginning in FY2019 100% of Resort Tax revenues are budgeted in the Resort Tax Fund. Prior to FY2019 budget allocation: 66% General Fund 001 / 34% Resort Tax Fund 102.

**Beginning in FY2019 Community Center operations are budgeted in the Resort Tax Fund 102. Community Center operations in prior years were budgeted in the General Fund 001.

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Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

102 Tourist Resort Fund

Significant Changes from FY 2019 Adopted Budget +/-

TOURIST BUREAU

Personnel Services

Planned merit pay, salary and benefit adjustments	\$6,866
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Operating Expenses

Auditing services allocated	\$ (13,200)
Increase in Promotional Activities	\$ 5,000
IT system lease cost allocation	\$ (2,420)

Significant Changes from FY 2019 Adopted Budget +/-

COMMUNITY CENTER

Personnel Services

Planned merit pay, salary and benefit adjustments, change from part time lifeguard to full time lifeguard w/benefits during FY2019, and increased Community Center pool operating hours	\$65,072
Full time Lifeguard - new position	\$ 62,750
Full time Custodian - new position	\$ 55,112
Reduction in Other Salaries from transfer of Temporary Camp Counselor positions to General Fund - P&R	\$ (78,528)

Operating Expenses

Swim Team Coach	\$ 12,000
Telecommunications cost increase	\$ 1,980
Utilities cost increases	\$ 12,200
IT system lease cost allocation	\$ 5,500
Professional cleaning of Community Center	\$ 12,000
Maintenance service and repair contracts increase	\$ 4,020
Building maintenance increase due to aging of building	\$ 9,200
Painting of Community Center	\$ 20,000
Water activity pool/tot lot and slides repairs	\$ 47,600
RecTrac software system update	\$ 17,000
Equipment maintenance increased needs	\$ 5,000
Grounds maintenance additional needs	\$ 10,000
Miscellaneous maintenance additional needs	\$ 3,000
Miscellaneous operating supplies	\$ 5,000

Capital Outlay

Community Center fence and gate entrance	\$ 15,000
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ATTACHMENT C

Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

102 Tourist Resort Fund

Security camera system

\$ 23,000

TOURIST BUREAU	Personnel Complement							
	FY 2019 Funded				FY 2020 Funded			
	Full	Part			Full	Part		
Position Title	Time	Time	Temp	FTEs	Time	Time	Temp	FTEs
Tourism Director	1.00			1.00	1.00			1.00
Marketing & Special Projects Coordinator ¹	0.34			0.34	0.34			0.34
Total	1.34	0.00	0.00	1.34	1.34	0.00	0.00	1.34

¹Tourist Resort position allocation only. Split funded with General Fund 001.

COMMUNITY CENTER	Personnel Complement							
	FY 2019* Funded				FY 2020 Funded			
	Full	Part			Full	Part		
Position Title	Time	Time	Temp	FTEs	Time	Time	Temp	FTEs
Parks & Recreation Director ¹	0.95			0.95	0.95			0.95
Parks & Recreation Superintendent ¹	0.95			0.95	0.95			0.95
Customer Services Representative	1.00			1.00	1.00			1.00
Aquatics Supervisor	1.00			1.00	1.00			1.00
Lifeguard, Head	1.00			1.00	1.00			1.00
Lifeguard, Lead	1.00			1.00	1.00			1.00
Lifeguards ²	2.00			2.00	3.00			3.00
Lifeguards ³		7.00	8.00	5.40		7.00	8.00	5.40
Custodian		1.00		0.50	1.00	1.00		1.50
Program and Events Coordinator	1.00			1.00	1.00			1.00
Recreation Leader II	1.00			1.00	1.00			1.00
Recreation Leader		4.00		2.00		4.00		2.00
Total	9.90	12.00	8.00	17.80	11.90	12.00	8.00	19.80

*Note: Beginning in FY 2019 Community Center operations are budgeted in the Resort Tax Fund 102. Community Center operations in prior years were budgeted in the General Fund 001.

¹Tourist Resort position allocation only. Split funded with General Fund 001.

²During FY2019 three (3) part time lifeguard positions were converted to one (1) full time lifeguard position.

³Temporary lifeguard positions consist of eight (8) positions for ten weeks for increased hours of operation and programming at the Community Center during the summer months.

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Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

102 Tourist Resort Fund REVENUES

		FY 2018	FY 2019	FY 2019	FY 2020
Line Item Prefix: 102-552-:		Actual*	Adopted*	Estimated*	Proposed*
312-1200	Two Percent Resort Tax	\$272,259	\$680,000	\$1,035,632	\$876,850
312-1400	Four Percent Resort Tax	762,898	2,250,000	2,860,570	2,420,700
312-1500	Resort Tax Penalties/Interest	2,920			
Total	Resort Taxes	\$1,058,077	\$2,930,000	\$3,896,202	\$3,297,550
369-8500	Resort Registration Fees	9,300	10,500	10,500	10,500
Total	Miscellaneous Revenues	\$9,300	\$10,500	\$10,500	\$10,500
392-0000	Use of Restricted Fund Balance				
Total	Other Funding Sources	\$0	\$0	\$0	\$0
Total	Total Revenues	\$1,067,377	\$2,940,500	\$3,906,702	\$3,308,050

Note:

*Beginning in FY2019 100% of Resort Tax revenues are budgeted in the Resort Tax Fund. Prior to FY2019 budget allocation: 66% General Fund 001 / 34% Resort Tax Fund 102.

ATTACHMENT C

Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

102 Tourist Resort Fund EXPENDITURES

		FY 2018 Actual*	FY 2019 Adopted*	FY 2019 Estimated*	FY 2020 Proposed
TOURIST BUREAU					
Line Item Prefix: 102-8000-552:					
Suffix	Object Description				
<u>Personnel Services</u>					
1210	Regular Salaries	\$95,662	\$98,509	\$98,509	\$102,083
1310	Other Salaries	1,482			
1410	Overtime	3,477	5,000	5,000	5,000
1510	Special pay	34			0
2110	Payroll Taxes	7,479	8,240	8,240	8,514
2210	Retirement Contribution	4,980	7,460	7,460	7,731
2310	Life & Health Insurance	21,974	25,342	25,342	26,931
2410	Workers Compensation	380	438	438	449
2610	Other Post Employment Benefits		300	300	1,877
Total Personnel Services		\$135,478	\$145,289	\$145,289	\$152,585
<u>Operating Expenses</u>					
3112	Physical Examinations	695	450	450	450
3210	Accounting and Auditing		20,000	20,000	6,800
3410	Other Contractual Services	4,157			2,000
4009	Vehicle Allowance	4,200	4,200	4,200	4,200
4111	Postage	123	2,000	2,000	1,000
4112	Mobile Phone Allowance	1,160	1,206	1,206	1,206
4403	Equipment/Vehicle Leasing	3,861	8,300	8,300	5,880
4810	Promotional Activities	834,177	805,000	805,000	810,000
5110	Office Supplies	793	4,000	4,000	3,000
5290	Miscellaneous Operating Supplies	3,221	3,500	3,500	3,500
5410	Subscriptions and Memberships	3,091	4,755	4,755	4,500
5420	Conferences and Seminars	6,034	8,000	8,000	7,000
Total	Operating Expenses	\$861,512	\$861,411	\$861,411	\$849,536
6410	Machinery and Equipment	2,553			
Total	Capital Outlay	\$2,553	\$0	\$0	\$0
<u>Non-operating Expenses</u>					
581-9120	Transfers to Capital Projects Fund	180,000			
9910	Contingency/Reserve			328,509	122,616
Total	Non-operating Expense	\$180,000	\$0	\$328,509	\$122,616
Total	Tourism Expenditures	\$1,179,563	\$1,006,700	\$1,335,209	\$1,124,737

ATTACHMENT C

Town of Surfside Tourist Bureau Budget Fiscal Year 2019-2020

102 Tourist Resort Fund EXPENDITURES

	FY 2018 Actual*	FY 2019 Adopted*	FY 2019 Estimated*	FY 2020 Proposed
COMMUNITY CENTER				
Line Item Prefix: 102-8000-672-				
Personnel Services				
1210 Regular Salaries		\$434,661	\$434,661	\$559,633
1310 Other Salaries - Includes Seasonal		366,780	317,030	307,648
1410 Overtime		14,000	14,000	14,000
1510 Special pay		8,813	8,813	8,600
2110 Payroll Taxes		64,981	59,645	68,744
2210 Retirement Contribution		32,916	32,916	39,848
2310 Life & Health Insurance		109,796	109,796	148,661
2410 Workers Compensation		39,163	39,163	48,382
Total Personnel Services		\$1,091,110	\$1,016,024	\$1,196,516
Operating Expenses				
3112 Physical Examinations		6,880	6,880	6,880
3210 Accounting and Auditing				13,200
3410 Other Contractual Services		35,000	35,000	47,000
4009 Car Allowance				3,420
4110 Telecommunications		3,600	3,600	5,580
4111 Postage		100	100	100
4112 Mobile Phone Allowance		5,175	5,175	5,310
4310 Electricity		48,500	48,500	45,000
4311 Water and Sewer		22,000	22,000	36,000
4312 Natural Gas Service		28,300	28,300	30,000
4403 Equipment/Vehicle Leasing				5,500
4510 Property and Liability Insurance		41,433	41,433	41,860
4601 Maintenance Service/Repair Contracts		111,550	111,550	127,570
4602 Building Maintenance		68,000	68,000	144,700
4603 Equipment Maintenance		15,000	15,000	37,000
4604 Grounds Maintenance		95,668	95,668	105,668
4609 Take Home Vehicle				360
4611 Miscellaneous Maintenance		7,500	7,500	10,500
4612 Vehicle Maintenance - Usage		4,122	4,122	3,816
4613 Vehicle Maint. - Fleet Replacement		5,917	5,917	5,790
4810 Promotional Activities		102,000	102,000	102,000
5110 Office Supplies		5,500	5,500	5,500
5213 Landscape Improvements		6,550	6,550	7,000
5214 Uniforms		4,387	4,387	5,200
5216 Vehicle Maintenance - Fuel		1,296	1,296	1,500
5225 Merchant Fees		5,000	5,000	5,000
5290 Miscellaneous Operating Supplies		25,000	25,000	30,000
5410 Subscriptions and Memberships		300	300	800
5420 Conferences and Seminars		4,125	4,125	4,125
Total Operating Expenses		\$652,903	\$652,903	\$836,079
Capital Outlay				
6410 Machinery and Equipment				38,500
Total Capital Outlay		\$0	\$0	\$38,500
Non-operating Expenses				
581-9130 Transfers to Capital Projects Fund		120,000	120,000	
581-9190 Transfer to Fleet Management Fund		14,000	14,000	
9910 Contingency/Reserve		55,787	768,566	113,218
Total Non-operating Expenses		189,787	902,566	113,218
Total Community Center Expenditures		\$1,933,800	\$2,571,493	\$2,183,313
Total Tourist Resort Fund Expenditures	\$1,179,553	\$2,940,500	\$3,906,703	\$3,308,950

*Note: Beginning in FY2019 Community Center operations are budgeted in the Resort Tax Fund 102. Community Center operations in prior years were budgeted in the General Fund 001.

ATTACHMENT D

Section 69-A, "Resort Tax" of Town of Surfside Charter
([link available here](#))

ATTACHMENT E

Article IV, "Resort Tax" of Town of Surfside Code of Ordinances
([link available here](#))

ATTACHMENT F

Town of Surfside's Marketing Objectives
([link available here](#))