



REQUEST FOR PROPOSALS

2018-04

Marketing Services For Town of Surfside's Tourist Bureau

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Town of Surfside’s Tourist Bureau**

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Attachment “F” Town of Surfside Five (5) Strategic Tourism Plan

Available on the Town’s website at the following link:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/tourism-documents/tourism-5-year-strategic-plan-phase-ii-5-year-plan.pdf?sfvrsn=78484794_3

Attachment “G” Tourist Bureau Fiscal Year 2017 / 2018 Budget

Attachment “H” Town of Surfside Five (5) Year Financial Forecast

Available on the Town’s website at the following link:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/financial-documents/financial-reports/2017-2018---2021-2022-five-year-financial-forecast.pdf?sfvrsn=3a374794_3

Attachment “I” Form Professional Services Agreement

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town of Surfside (“Town”) is soliciting proposals to provide marketing services for the Town’s Tourist Bureau. Interested companies, firms, and individuals (“Proposer”) may pick-up a copy of Request for Proposals **No. 2018-04** (“RFP”) **to be issued on May 1, 2018** at Town Hall 9293 Harding Avenue, Town Clerk’s Office, Second Floor, Surfside, Florida, 33154. The RFP contains detailed and specific information about the scope of services, submission requirements and selection procedures. It is also available on the Town’s website at www.townofsurfsidefl.gov.

One (1) original, seven (7) copies, plus a USB containing the electronic files of the completed and executed submissions (“Proposals”) must be delivered to the following address no later than **2:00pm Friday June 15, 2018**.

**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. 2018-04 MARKETING SERVICES FOR TOWN OF SURFSIDE’S TOURIST
BUREAU
TIME: 2:00 pm Friday June 15, 2018.**

A **mandatory pre-RFP submission conference** is scheduled for **Wednesday, May 16, 2018, at 10:00 am at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida**. All Proposers planning to submit Proposals should 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 marketing services for the Town’s Tourist Bureau.

The agreement will be awarded by the Town to the Proposer with the Proposal that best serves the interests of, and represents the best value to, the Town in accordance with the criteria set forth in this RFP.

The Town reserves the right to reject any or all proposals, with or without cause, to discontinue this RFP or solicitation, to waive technical errors and informalities, and to accept the Proposal which best serves the interests of and represents the best value to the Town.

Any questions regarding RFP No. 2018-04 are to be directed in writing to Sandra Novoa, MMC, Town Clerk, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154. Alternatively, any questions may be sent via email to: snovoa@townofsurfsidefl.gov.

Any questions or clarifications concerning the RFP must be received by Sandra Novoa, MMC, Town Clerk, no later than seven (7) business days, or by Friday May 25, 2018 after the mandatory pre-RFP submission conference. All persons attending the pre-RFP submission conference will receive the answers to all questions.

For further information, please contact Sandra Novoa, MMC, Town Clerk at (305) 861-4863 Ext. 226, or at snovoa@townofsurfsidefl.gov.

RFP Tentative Schedule of Events:

- 1) RFP Issue Date: Tuesday, May 1, 2018.
- 2) Mandatory Pre-RFP Submission Conference Date: Wednesday, May 16, 2018 at 10:00am.
- 3) Last Day for Questions or Clarifications: Friday, May 25, 2018.
- 4) Addenda Final Issue Date: Monday, June 4, 2018.
- 5) Proposal Submission Due: Friday, June 15, 2018 at 2:00pm.
- 6) Proposal Submission Review with Selection Committee: Thursday, June 28, 2018.
- 7) Short listed Proposers in person Presentation to Selection Committee: Thursday, July 12, 2018.

Town of Surfside, Florida

REQUEST FOR PROPOSAL NO. 2018-04

MARKETING SERVICES FOR TOWN OF SURFSIDE'S TOURIST BUREAU

1.1 INTRODUCTION.

The Town of Surfside ("Town"), in accordance with Town Code-Section 3 Purchasing Procedures, is issuing Request For Proposal No. 2018-04 ("RFP") to solicit proposals for marketing services to the Tourist Bureau Board. The Town, a municipality located in Miami-Dade County, Florida, requests qualified companies, firms, and individuals to submit responses to this RFP ("Proposers") to provide marketing services as detailed in this RFP to the Town's Tourist Bureau ("Services").

1.2 BACKGROUND.

The Town has a Tourism Department, with a Director who oversees the department, which is funded by the Town's Tourist Resort Fund. The Town charges 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 proceeds from the Resort Tax are put into a Special Revenue Fund within the Town's budget. It is projected that approximately \$2,000,000.00 in proceeds from the Resort Tax will be collected in Fiscal Year 2017- 2018. Currently, the Town is one of only three municipalities in Miami-Dade County eligible by Florida State Law Chapter 67-930, Municipal Resort Tax, to impose the Resort Tax. Miami Beach and Bal Harbour being the only two others with the same ability. This unique revenue generating opportunity is also defined in the Town's Charter in Sec, 69-A. Resort Tax.

The 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 these funds is governed by the Town's 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.

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.

The Town General Fund receives sixty six percent (66%) of the revenue generated to assist with expenses, such as the Community Center.

Now is the time to have a three-year tourism marketing strategy to provide a critical blue print for promoting the Town that will provide direction and assistance to the Tourist Bureau.

Funds are projects to be available from the Resort Tax Fund. The Town's Resort Tax Ordinance, Town's Five (5) Year Financial Plan, and Tourist Bureau Budget Fiscal Year 2017-2018, are attached as Attachments E, F and G, respectively. Any award of this RFP and subsequent

agreement shall be subject to, and contingent upon, the proper appropriation and availability of funds budgeted.

1.3 PROPOSAL REQUIREMENTS AND SCOPE OF SERVICES.

The Town invites Proposals from qualified providers of marketing and advertising services, specifically in the tourism industry (“Proposers”). The awarded Proposer will need to provide a comprehensive three (3) year Tourism Marketing Strategic Plan for the Town’s Tourism Bureau. The term for the initial agreement will be for three (3) years, and subject to renewals thereafter. Any agreement shall be subject to, and contingent upon, the proper appropriation and availability of funds budgeted to the Tourist Bureau.

This RFP is organized with the following eight categories:

- I. Submission Requirements**
- II. Scope of Services: Outline of Services Requested**
- III. Detailed Cost Proposal**
- IV. RFP Stipulations**
- V. Summary of Required Format for Submittal Contents**
- VI. RFP Questions**
- VII. Final Review Process**
- VIII. Deadline, Copies and Address for Submittal.**

I. SUBMISSION REQUIREMENTS.

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 by Proposers shall respond to the criteria outlined in this RFP.

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 following documentation:

A. FIRM 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 Tourist Bureau account will be serviced. Provide a brief description of the history and organization of the Proposer. Comment on the Proposer’s expertise in travel and tourism development, and relevant training of staff assigned to produce analysis and studies.

Describe Proposer’s internal organization and the manner in which services will be furnished to the Town. Include and identify those services, which may not be available in the local office, but are available from Proposer and how Proposer will access those services. Provide an example of the structure of servicing used for an account similar to the Town’s Tourist Bureau.

B. DOCUMENTATION OF CREDENTIALS, CAPABILITIES AND FINANCIAL DATA

Name, address, and company, including, but not limited to, a business overview, financial state of the business, annual revenue for past two (2) years. Names and addresses of all persons having financial interest in the firm. Proof of authorization to transact business in Florida as well as any other supporting documentation the Proposer deems necessary to demonstrate the capability to provide and implement the Services, as outlined in this RFP.

C. PROJECT TEAM RESUMES AND EXPERIENCE

Provide, in detail, the experience and qualifications of the Proposer’s management team and key personnel, in providing similar services and plans 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 strategic plan and the Services pursuant to the plan. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each team member to be assigned to provide the strategic plan and Services to the Town. Additionally, identify the staff person who would be the day-to-day contact.

D. SIMILAR PROJECTS AND REFERENCES

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.

E. COMPLIANCE WITH APPLICABLE LAWS

The successful Proposer will be responsible for providing the necessary personnel to conduct the services and the three-year marketing strategy plan and all Services associated with implementing the strategic plan. Proposer will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, Americans with Disabilities Act (“ADA”), unemployment compensation, and workers’ compensation.

Sworn statement pursuant to Section 287.133(3)(A), Florida Statutes, regarding Public Entity Crime. Also, a Non-Collusion Affidavit, copies of which are attached hereto as Attachments “A” and “B.”

II. SCOPE OF SERVICES: OUTLINE OF SERVICES REQUESTED.

Provide a description of the Proposer’s approach to achieving the enumerated tasks. The Proposer may also suggest additional or alternative tasks and different innovative approaches that may be needed to achieve the services and the three-year tourism marketing strategic plan. For the following tasks, the Proposer must also identify the means, frequency, and nature of involvement in the process by partners and stakeholders, as well as any recommended structures (e.g., committees, websites, virtual meetings) to be

used to engage stakeholders in the process. The Proposer should specify the timeframe within which each of the tasks listed below will be conducted and completed.

A. Task 1: Analyze Current Town Travel and Tourism Industry Trends

To establish context for the overall project, the first task will be a targeted industry analysis to identify the local, national, and global trends for current Town travel, tourism, and potential emerging segments or markets. In addition to quantitative data analysis, the Proposer is expected to use other innovative methods to identify new high potential industry segments which may include surveys, interviews that are not easily measured by available data, and current economic studies and industry projections. The Proposer should identify three (3) methods and detail these methods. The goal of this task is to provide a solid knowledge base on the current size, industry distribution and growth potential of the current travel and tourism industry of the Town and the identification of the Town while identifying the Town's new opportunities.

B. Task 2: Analyze Town's Assets and Challenges

Conduct an objective Strength, Weakness, Opportunity, and Threats (SWOT) assessment of the Town's major "assets" and "liabilities" in relation to the travel and tourism industry. It will include qualitative and quantitative data and indicators to profile the strengths and weaknesses as a destination. The analysis also will include comparisons to competing destination marketers; assessment of market trends and dynamics affecting the travel and tourism industry.

C. Task 3: Act as a Facilitator of Key Input and Reporting Sessions

Prepare, lead and facilitate major input and presentation sessions, which may include the Town's Tourist Board, Commission, and other stakeholders. Utilizing the project protocols and criteria developed for the strategic plan, coordinate and document input, comments and rankings/selection of recommendations.

D. Task 4: Prepare Marketing Strategic Plan and Tactical Implementation of Plan

Based on the information derived from Tasks 1 through 3, Proposer shall develop a targeted marketing strategic plan, as well as tactics, and detailed recommendations for implementation.

E. Task 5: Complete Interim Reports, Targeted Industry Studies and Tactical Implementation Plan Final Report

Compile research, input analysis, draft and/or revise Interim and Final Reports, draft and/or revise recommendations and executive summary. Provide graphics and content for all presentations and interim reports.

A monthly retainer, not to exceed an amount to be negotiated between Proposer and the Town, at agreed upon hourly rates to be negotiated and agreed upon, will include the above listed tasks and the following tasks:

1. Design: Ongoing print and digital designs, as needed
2. Editorial:
 - (i) Copywriting;
 - (ii) Visitor Social, blog, and email content creation
3. Marketing:
 - (i) Email Marketing
 - (ii) Visitor Social Media Management
 - (iii) Media Strategy
 - (iv) Media Buying
 - (v) Digital Advertising
4. Website:
 - (i) Website Maintenance
 - (ii) Blog Updating and Optimization
5. Client Services:
 - (i) Dedicated Account Executive
 - (ii) Monthly Reports to Surfside Tourism Director
 - (iii) Quarterly Updates with Tourism Board
 - (iv) Reporting and Analytics
 - (v) Additional services that may or may not be required as marketing services:
 - (a) Public Relations
 - (b) Events

Additional services, as requested by the Town, may include, but not limited to, Public Relations, local media advertisements, social media advertisements, photo shoots, video production, and event planning. Additional services will be payable based upon the agreed upon hourly rates.

III. DETAILED COST PROPOSAL.

Provide a detailed budget and task cost outline for Services as described in Part II.

All tasks and services shall be part of the general marketing services and to implement the marketing strategy plan on a monthly retainer, not to exceed an amount negotiated between the selected Proposer and the Town, at hourly rates to be agreed upon by the selected Proposer and Town. Upon the Town's written request, the selected Proposer shall provide additional at the hourly rate agreed upon between the selected Proposer and Town. All travel, lodging and miscellaneous support costs are to be included in these hourly rates.

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.

IV. RFP STIPULATIONS.

A. 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 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.

B. Evaluation Process and Highest Scored Bidders.

An evaluation committee will review all Proposals received to determine the 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 proposed and cost.

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 and/or Town's Tourist Bureau and/or Town Commission.

The following criteria will be used in reviewing and comparing the proposals and in determining the selected proposal. The weight to be assigned to each criterion appears following each item:

1. Submission Requirements (10%)

Responsiveness of the proposal to the submission requirements set forth in the RFP and compliance with the Town's contracting requirements.

2. Scope of Services (30%)

The methods, technical ability, capacity, and flexibility of the proposer to perform the services, including proposed methods to be used in completing the Three-Year Tourism Strategic Marketing Plan and proposing innovative methods for capturing input from a diverse community with multiple stakeholders.

3. Capability and Experience (20%)

Financial viability, client references, knowledge and/or experience of similar projects and services, demonstrated leadership and success in similar projects and services with requirements which should include destination planning capabilities.

4. Project Team (20%)

Level and expertise of proposed project team and key personnel that would be assigned to the project.

5. Cost Structure (20%)

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, and a maximum monthly retainer or fee for the services.

The award of the Agreement will be to the Proposer the Town believes is the most responsive and responsible Proposer and in the bests interest and most advantageous to the Town. 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.

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 “H.”

The Town, if unable to negotiate a reasonable price with one proposer, the Town may seek others to submit a price.

The Town will select the most qualified Proposer whose Proposal best serve the interests of and represents the best value to the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town. 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.

V. SUMMARY OF REQUIRED FORMAT FOR SUBMITTAL CONTENTS.

To qualify for evaluation, all Proposals must conform to the following format with required submittal contents, utilizing the following subject areas and order of documents. (For full details of requirements, refer to the Submission Requirements, Section II and the Outline of Services Section III.)

1. Title Page

Include the project name (Marketing Services for the Town of Surfside's Tourist Bureau).

The Proposer company name, address, phone, contact person and e-mail with date of submittal.

2. Table of Contents

Outline all proposal sections as required in the RFP with page numbers and attachments.

3. Letter of Transmittal

Provide a signed letter 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. Specify if your company is a Small Business, Minority-Owned Firm or Women's Business Enterprise.

4. Qualifications and Capabilities of The Proposer

Provide all information as described under Part I: Submission Requirements in each of the following areas:

- (i) Contact Information, Expertise and Project Management
- (ii) Documentation of Credentials, Capabilities and Financial Data
- (iii) Project Team and Key Personnel Resumes and Experience
- (iv) Similar Projects and References
- (v) Conflict of Interest

5. Scope of Services

Provide a detailed Scope of Services as outlined in Part III of this RFP, addressing the Proposer's approach to achieving Tasks 1-6, as well as alternative and/or innovative methods to achieve the objectives requested in this RFP.

6. Detailed Cost Proposal

Provide a detailed cost proposal as outlined in Part III and address all tasks as detailed in Part II. Proposals which fail to include and address all required items may be deemed non-responsive and will not be considered.

Proposer shall propose hourly rates for the general marketing services and marketing strategy, with a proposed maximum monthly retainer or fee. Upon request of the Town, Proposer shall provide additional services, in addition to monthly retained services, at the hourly rates agreed upon.

VI. RFP QUESTIONS.

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 Public Notice Section of this RFP.

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued no later than Friday, June 1, 2018 per the RFP Calendar. All persons attending the pre-RFP Submission Conference or submitting questions via e-mail will receive the Town's response. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

VII. FINAL REVIEW PROCESS.

The Town retains the right to adjust specifications, timing, and scoring at staff discretion.

VIII. DEADLINE, COPIES AND ADDRESS FOR SUBMITTAL.

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 2:00 pm on Friday June 15, 2018 at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida.

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.

1.4 CONTRACT EXECUTION.

An agreement will be negotiated and executed between the selected Proposer and the Town, substantially in 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.

1.5 CAPITAL EXPENDITURES.

The selected Proposer understands that any capital expenditures, or expenses incurred by Proposer, in order to perform the services required in 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.

1.6 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. Additionally, the selected Proposer shall indemnify, defend and save harmless the Town, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's

performance of its services under this RFP, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer its agents, servants or employees. The selected Proposer shall indemnify, defend and hold harmless the Town, and their agents or employees, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work described in the RFP, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any act or omission of the selected Proposer, or anyone directly or indirectly employed by the Proposer, regardless of whether or not it is caused by a party indemnified hereunder.

1.7 RESERVATION OF RIGHTS.

I. Town Reserves the Right To:

- A. Accept any or all responses, and the right, in its sole discretion, to accept the Proposer who will best serve the interests of, and represent the best value and most advantageous to the Town.
- B. Reject any and all qualifications and to seek new qualifications when such a procedure is reasonable in the best interest of the Town.
- C. 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 response to RFP.
- D. Investigate the Proposer's qualifications or any of its agents, as it deems appropriate.
- E. 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).
- F. Waive any of the immaterial conditions or criteria set forth in this RFP.
- G. 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.

II. Addendum

The Town may issue an addendum in response to any inquiry received by May 25, 2018, which changes, adds to, or clarifies the terms or provisions of this solicitation. 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.

1.8 INSURANCE REQUIREMENTS.

The Proposer shall secure and maintain throughout the duration of the agreement for Services, if selected, 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.

- a. 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 Proposer. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. 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.
- c. 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.
- d. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

I. 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.

II. 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 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.

III. 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.

1.9 LAWS AND REGULATIONS.

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 Request for Proposal. Specific reference is made to Town Ordinance 09-1543 which allows a five (5%) per cent local preference in scoring to holders of current Town Local Business Tax Receipts for business which are physically located within the Town of Surfside limits and three (3%) per cent to local businesses located within a ten (1) mile radius of the Town's corporate limits.

1.10 ATTACHMENTS.

The Exhibits to this RFP are as follows:

Attachment "A"	Public Entity Crime Affidavit
Attachment "B"	Non-Collusive Affidavit
Attachment "C"	Anti-Kickback Affidavit

- Attachment “D” Drug Free Workplace Affidavit
Attachment “E” Resort Tax Code
Attachment “F” Town of Surfside Five (5) Strategic Tourism Plan
Available on the Town’s website at the following link:
https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/tourism-documents/tourism-5-year-strategic-plan-phase-ii-5-year-plan.pdf?sfvrsn=78484794_3
- Attachment “G” Tourist Bureau Fiscal Year 2017 / 2018 Budget
Attachment “H” Town of Surfside Five (5) Year Financial Forecast
Available on the Town’s website at the following link:
https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/financial-documents/financial-reports/2017-2018---2021-2022-five-year-financial-forecast.pdf?sfvrsn=3a374794_3
- Attachment “I” Form Professional Services Agreement

[Remainder of Page Left Intentionally Blank]

Attachment "A"
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The Town Of Surfside, FL by _____
for _____ whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN)

_____ (If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. 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 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 Proposal 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 misrepresentation.
3. 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, nonjury trial, or entry of a plea of guilty or nolo contendens.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.
5. 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 Proposals or applies to Proposal 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

Attachment "B"
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The undersigned being first duly sworn as provided by law, deposes, and says:

1.1. This Affidavit is made with the knowledge and intent that it is to be filed with the Town of Surfside Town Commission and that it will be relied upon by said Town, in any consideration which may give to and any action it may take with respect to this proposal.

1.2. The undersigned is authorized to make this Affidavit on behalf of, _____ (*Name of Corporation, Partnership, Individual, etc.*), a corporation duly organized and existing under the laws of the State of _____ of which he is _____ (*Sole Owner, Partner, President, etc.*)

1.3. Neither the undersigned nor any person, firm, or corporation named in above Paragraph 1.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the Town, also that no head of any department or employee therein, or any officer of the Town of Surfside, Florida is directly interested therein.

1.4. This proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 1.2 has not colluded, conspired, connived or agreed directly or indirectly with any Proposer or person, firm or corporation, to put in a sham proposal, or that such person, firm or corporation, shall refrain from Proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other Proposer; and all statements contained in the proposal or proposals described above are true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 1.2, 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.

AFFIANT'S TITLE

AFFIANT'S NAME

The foregoing Affidavit was acknowledged, and sworn to, before me this ____ day of _____, 2018, by _____, as _____ of _____, a Florida corporation, on behalf of said corporation and limited partnership. He/She personally appeared before me and is personally known to me.

{ NOTORIAL SEAL }

Notary: _____

Print Name: _____

Commission Expires: _____

Attachment "C"

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 SS:
COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employees of the Town of Surfside, its elected officials, and _____ or its design consultants, 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.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 2018

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**Attachment “D”
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

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).
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.

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.

Signature (Blue ink only)

Print Name

Title

Date

**Attachment “E”
Resort Tax Code**

ARTICLE IV. - RESORT TAX
DIVISION 1. - RESORT TAX

Sec. 70-106. - Short title of article.

This article shall be known as the Surfside Resort Tax Ordinance.

Sec. 70-107. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apartment house means any building or part thereof where separate accommodations for two or more families living independently of each other are supplied to transient or permanent guests or tenants either owned or operated by an individual, trust, or corporate entity. The term "apartment house" shall include houses, condominium, bungalow courts, timeshare rentals, and all other dwellings or similar character.

Appeal is the process for requesting a formal change to an official decision.

Audit means an examination and verification of accounting records and supporting documents.

False or fraudulent return means a return that is filed with incorrect and/or incomplete information.

Guest means any person making a retail purchase of (a) food or beverages; or (b) alcoholic beverages sold at retail for consumption on the premises, at any restaurant or other business premises required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department.

Hotel and motel mean every building or other structure kept, used, maintained, advertised as or held out to the public to be a place where sleeping accommodations are supplied for pay to transient or permanent guests or tenants, whether or not there is, in connection with any of the building, any dining room, cafe or other place where meals or lunches are sold or served to guests.

Lawful means obeying or conforming to the law.

Occupancy means the use or possession or the right to the use or possession of any room in a hotel, motel or apartment house, or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of such room.

Occupant means a person who, for a consideration, uses, possesses or has the right to use or possess any room in a hotel, motel or apartment house under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.

Operator means any person operating a hotel, motel, apartment house or any person operating a restaurant or other premises serving or selling at retail food or beverages, and of alcoholic beverages sold at retail for consumption on the premises, at any place of business required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department in the town, including but not limited to the owner or proprietor of such premises, the lessee, sublessee or mortgagee in possession, the licensee, or any other person otherwise operating such hotel, motel, apartment house, restaurant or other premises.

Person means an individual, partnership, society, association, joint stock company, corporation, estate receiver, trustee, assignee, referee or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, and any combination of individuals.

Rent means the consideration received for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also any amount for which credit is allowed by the operator to the occupant, without any deduction therefrom whatsoever.

Restaurant means any business or place for the serving of food or beverages required by law to be licensed by the Hotel and Restaurant Commission of the State, or any premises required by law to be licensed by the State Beverage Department for the sale of alcoholic beverages.

Return means any return filed or required to be filed as provided in this article.

Room means any room of any kind in any part or portion of a hotel, motel or apartment house, which is available for or let out for use or possession for any purpose other than as a place of public assembly.

Sales price means the retail sales price charged by the operator to a guest, consumer or any other person for each sale of food or beverages sold at retail, and of alcoholic beverages sold at retail for consumption on the premises.

Special master or special magistrate means a person appointed pursuant to this chapter.

Take out means consumption away from and/or within the environs of the business.

Town manager means the town manager of the town or designee.

Unlawful means not obeying and not conforming to the law.

Sec. 70-108. - Violations of article generally.

(a) Any operator or other person who fails or refuses to register as required in this article or to furnish any return required to be made, or who fails or refuses to furnish a supplemental return or other data required by the town manager, or who renders a false or fraudulent return or claim

shall be guilty of a violation of this article and shall be punishable as provided in section 1-8. (b) Any person required to make, render, sign or verify any report or claim who makes any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this article shall be guilty of a violation of this article and shall be punishable as provided in section 1-8. (c) In addition to the foregoing the town, in its sole discretion, may revoke all other licenses including, but not limited to, certificate of occupancy, certificate of use, and such other licenses as permitted by law.

Sec. 70-109. - Imposition; amount.

(a) There is hereby levied and there shall be paid a tax of four percent on the rent of every occupancy of a room in any hotel, motel or apartment house in the town, and also two percent upon the total sales price of all items of food or beverages sold at retail and of alcoholic beverages, including all refrigerated beverages, sold at retail for consumption on the premises or consumption away from and/or within the environs of the business (take out) of any restaurant or business selling such items. (b) As provided by Ordinance No. 1286, enacted on August 11, 1992, in lieu of the tax imposed and levied pursuant to section 70-109(a) above, there is hereby imposed and levied a municipal resort tax: (1) Upon the rent of every occupancy of a room or rooms in any hotel, motel, apartment house, as the same are defined in Part I, Chapter 212, Florida Statutes, in the town, at the rate of four percent of the rent received by the person renting such room or rooms from the person paying such rent; and (2) Upon the retail sale price of all items of food or beverages sold at retail, and of alcoholic beverages, including all refrigerated beverages, sold at retail for consumption on the premises or consumption away from and/or within the environs of the business (take out) of any restaurant or at any place of business selling such items in the town required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department, at the rate of two percent of such retail sales price. (c) The tax shall constitute a debt owed by the occupant or guest to the town which shall be extinguished only by payment to the operator or to the town. The occupant or guest shall pay the tax to the operator of the hotel, motel, apartment house or restaurant at the time the rent or the sales price is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the occupant's ceasing to occupy space in the hotel, motel or apartment house. The operator is solely responsible for payment to the town regardless of the operator's collection deficiencies and/or inability to collect from the occupant or guest.

Sec. 70-110. - Exemptions, applicability.

(a) No municipal resort tax shall be imposed pursuant to this article upon: (1) Federal, state or town governments, or any agency thereof. (2) Any nonprofit religious, nonprofit educational or nonprofit charitable institution when engaged in carrying on the customary nonprofit religious, nonprofit educational or nonprofit charitable activities. (3) Persons and transactions exempted as provided by section 4, chapter 67-930, Laws of Florida, 1967. (b) No municipal resort tax shall be paid on any transaction involving rent or a sales price of less than fifty cents (\$.50). No municipal resort tax shall be imposed or paid on any rents collected under a written lease for a period longer than six consecutive months.

Sec. 70-111. - Registration required; registration certificate.

(a) Within 30 days after the effective date of the ordinance from which this article is derived, or within 30 days after commencing business, whichever is later, each operator of any hotel, motel, apartment house or restaurant shall register the hotel, motel, apartment house or restaurant with the town manager and obtain a resort tax registration certificate, to be posted in a conspicuous place on the premises at all times. The certificate shall, among other things, state the following: (1) The name of the Operator, mailing address and names of the corporate officials if applicable. (2) The address of the hotel, motel, apartment house or restaurant. (3) The date upon which the certificate was issued. (b) Such certificate shall contain the following statement:

"This Resort Tax Registration Certificate signifies that the Person named on the face hereof has fulfilled the requirements of the Resort Tax Ordinance by registering with the Town Manager for the purpose of collecting from Occupants or Guests the Resort Tax and remitting said tax to the Town Manager. This certificate does not authorize any Person to conduct any unlawful business in an unlawful manner, nor to operate a Hotel, Motel, Apartment House or Restaurant without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of this Town. This certificate does not constitute a permit."

(c) Such registration certificate shall not be assignable or transferable, and each new operator shall be required to obtain a new registration certificate. (d) All businesses must secure an annual business tax receipt, an annual occupational license, certificate of occupancy and certificate of use. As permitted by law the issuing of these licenses is conditional upon payment of all outstanding resort tax returns.

Sec. 70-112. - Collection by operator.

Each operator shall collect the tax imposed by this article to the same extent and at the same time as the rent or sales price is collected from every occupant or guest. No operator shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator; that it will not be added to the rent or sales price; or that, if added, any part will be refunded except in the manner provided in this article.

Sec. 70-113. - Records to be maintained by operator.

It shall be the duty of every operator to keep all records as may be necessary to determine the amount of tax due pursuant to this article and to preserve such records for a period of three years. The town manager, or his/her designee including independent auditors, shall have the right to inspect such records at all reasonable times and to conduct an audit as deemed necessary. The following records shall be kept available for inspection/audit: invoices of product purchases, sales receipts, tax receipts submitted to the State of Florida, tax returns, and all other relevant documents.

Sec. 70-114. - Refunds.

(a) Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the Town under this article, it may be refunded as provided in subsections (b) and (c) of this section, provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is

founded, is filed with the town manager within one year of the date of payment. The claim shall be on forms furnished by the town manager. (b) An operator may claim as a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once, or erroneously or illegally collected or received, or when it is established in a manner prescribed by the town manager that the person from whom the tax has been collected was not an occupant or guest lawfully subject to the tax collected pursuant to this article; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the occupant or guest or credited to rent subsequently payable by the occupant or guest to the operator. (c) An occupant or guest may obtain a refund of taxes overpaid, paid more than once, or erroneously or illegally collected or received by the town, by filing a claim in the manner provided in subsection (a) of this section, but only when the tax was paid by the occupant or guest directly to the town manager or when the occupant or guest, having paid the tax to the operator, establishes to the satisfaction of the town manager that the occupant or guest has been unable to obtain a refund from the operator who collected the tax. (d) No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records showing entitlement thereto with supporting documents as outlined in section 70-113. No refund or credit shall be allowed unless a signed affidavit and claim in writing is timely filed with the town manager as described in subsection (a) above.

Sec. 70-115. - Operator's credit for collecting tax.

For the purpose of compensating the operator for the keeping of prescribed records and the proper accounting and remitting of taxes by him, such operator shall be allowed two percent of the amount due and accounted for and remitted to the Town, in the form of a deduction, in submitting his report and paying the amount due by him, and the town manager shall allow such deduction of two percent of the amount of the tax to the person paying the tax for remitting the tax in the manner provided in this article and for paying the amount due to be paid by him. The amount of compensation is not to exceed \$50.00 per monthly remittance per registered business. The two-percent allowance shall not be granted, nor shall any deduction be permitted, where the tax is delinquent at the time of payment or where there is a manifest failure to maintain proper records or make proper prescribed reports.

Sec. 70-116. - Filing of return; remittance of tax.

Each operator shall, on or before the 30th day of the month following the close of each calendar month, or at the close of any longer reporting period which may be established by the town manager, make a return on forms provided by the town manager, of the total rent or sales prices charged and received and the amount of tax collected. Operators shall file a zero return if applicable. At the time the return is due and filed, the full amount of the tax collected, less the applicable operator's credit for collecting tax shall be remitted to the town manager. Applicable penalties will be applied for any late submittal of returns and the operator's credit will not qualify. The town manager may, establish shorter reporting periods for any certificate holder if he deems it necessary in order to ensure collection of the tax, and he may require further information on the return. Returns and payments are due immediately upon cessation of business for any reason. All returns shall be accompanied with copies of tax receipts filed with the county/state. The town reserves the right to conduct a resort tax audit of the participating businesses. All taxes collected by operators pursuant to this article shall be held in trust for the

account of the town until payment thereof is made to the town. The filing of returns electronically is mandatory upon notification from the town manager.

Sec. 70-117. - Delinquency penalties; interest.

(a) Original delinquency. Any operator who fails to remit any tax imposed by this article within the time required shall pay a penalty of ten percent of the amount of the tax in addition to the amount of the tax. (b) Continued delinquency. Any operator who fails to remit such tax on or before the 30th day following the date on which the tax first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax in addition to the amount of the tax, plus the ten percent penalty first imposed. (c) Fraud. If the town manager determines that the nonpayment of any tax due under this article is due to fraud, a penalty of 25 percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections (a) and (b) of this section. (d) Interest. In addition to the penalties imposed, any operator who fails to remit any tax imposed by this article shall pay interest, at the rate of one percent per month or fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the tax first became delinquent until paid. (e) Penalties and interest merged with tax. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax required to be paid under this article.

Sec. 70-118. - Failure to collect and report tax; determination of tax by town manager.

(a) If any operator shall fail or refuse to collect the tax imposed by this article and to make, within the time provided in this article, any report and payment of the tax or any portion thereof required by this article, the town manager shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. As soon as the town manager shall procure such facts and information as he is able to obtain, upon which to base the assessment of any tax imposed by this article and payable by any operator who has failed or refused to collect the tax and to make such report and payment, the town manager shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this article. (b) If any operator charged in this section fails or refuses to make his records available for inspection so that no audit or examination has been made of the books and records of such operator or person, fails or refuses to register as an operator, or fails to make a report and pay the tax as provided by this division, or makes a grossly incorrect report, or makes a report that is false or fraudulent, it shall be the duty of the town to make an assessment from an estimate based upon the best information then available to it for the taxable period of sales or rentals, together with interest, plus penalty, if such have accrued, as the case may be. Then the Town shall proceed to collect such taxes, interest and penalty on the basis of such assessment, which shall be considered prima facie correct; and the burden to show the contrary shall rest with the operator. (c) The town manager may charge a reasonable fee for obtaining information which requires the ascertainment of the amount of any tax collected by the operator or any prorations and any expenses entailed by the town in determining the prorations of any amount collected or due upon any transfer. (d) In case such determination is made, the town manager shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed, at his last known address. Such operator may, within five business days after the serving or mailing of such notice; (1) Pay the amount due and any additional assessed fees in the manner and within the time indicated on the notice; or (2) Request an administrative

hearing before a special master to appeal the decision of the town manager which resulted in the assessed tax, interest, and penalties. (e) An appeal of the determination of the tax notice shall be accomplished by filing a request in writing setting forth the specific grounds of fact and in law for the appeal, at the address indicated on the tax determination notice, not later than five business days after the service of the tax determination notice. Failure of the named violator to appeal the decision of the town manager within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before a special master. A waiver of the right to an administrative hearing shall be treated as an admission of the violation, and the penalties shall be assessed accordingly. (f) If the named violator, after service of the tax determination notice, fails to pay the tax assessed, interest, and penalties, or timely request an administrative hearing before a special master, the town manager shall prepare an affidavit of default. The affidavit must so reflect and must set forth a request that the special master issue an order finding the violator guilty of a continuing violation, imposing continuing delinquency penalties to be effective beginning on the date of the tax determination notice, and ending at the date the taxes, fees, and penalties are paid. The town manager in consultation with a special master, shall set the matter down for hearing on the next regularly scheduled hearing date or as soon thereafter as practicable.

Sec. 70-119. - Hearing procedures; enforcement of orders.

(a) Upon receipt of a named violator's timely request for an administrative hearing for any tax determination notice, or upon receipt of affidavit(s) of noncompliance from the town manager, the special master shall set the matter down for hearing on the next scheduled hearing date or as soon thereafter as possible. (b) The manager shall send a notice of hearing by first class mail to the named violator at his last known address. The notice of hearing shall include, but not be limited to, the following: (1) The name of the town manager or designee who issued the tax determination notice. (2) The factual description of the alleged violation constituting reasonable cause. (3) The date of alleged violation. (4) The section of the Code allegedly violated. (5) The place, date and time of the hearing. (6) The right of a violator to be represented by an attorney. (7) The right of violator to present evidence, witnesses and cross-examine witnesses, if not waived pursuant to section 70-118(e). (8) Notice that failure of the violator to attend the hearing may result in a civil penalty and administrative hearing costs being assessed. (9) Notice that requests for continuances will not be considered unless received by the special master at least five calendar days prior to the date set for the hearing, and absent a showing of good cause. (c) If there are cases to be heard, the special master shall call hearings on a monthly basis or upon the request of the manager, no hearing shall be set sooner than ten calendar days from the date of service of the civil violation notice, excluding Saturdays, Sundays and holidays. (d) A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance, is received in writing by a special master and the manager at least five calendar days prior to the date set for the hearing. (e) All hearings of a special master shall be open to the public. All testimony shall be under oath. Upon proper prior notice, a hearing shall proceed in the absence of the named violator or the special master may enter a default order. (f) The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript. (g) The town clerk shall provide clerical services and the manager shall provide administrative personnel as may be reasonably required by special masters for the proper performance of their duties. (h) Each case before a special master shall be presented by the manager, his or her designee or the town

attorney. The manager shall have the authority to retain legal counsel for the special master upon request. (i) The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. (j) Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence. (k) A special master shall make findings of fact and conclusions of law based on evidence of record. In order to make a finding upholding the town manager's decision, a special master must find that a preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the Code. (l) The fact-finding determination of the special master shall be limited to whether or not the violation alleged occurred, and, if so, whether the person named in the notice of violation may be held responsible for that violation. Based upon this fact-finding determination, a special master shall either affirm or reverse the decision of the town manager as to the responsibility of the named violator of the code violation. If a special master reverses the decision of the Town Manager and finds the named violator not responsible for the code violation in the alleged civil violation notice because the town did not present a preponderance of evidence to indicate that such violator is responsible for the violation, then, and in that case, the named violator shall not be liable for the payment of any civil penalty, absent reversal of the special master's findings pursuant to section 70-120 hereof. (m) If the decision of the special master is to affirm the decision of the town manager, the following elements shall be included: (1) The amount of tax, fees, and penalties in the tax determination notice and as otherwise provided for herein. (2) Administrative costs of hearing in the amount of not less than \$200.00. (3) The date by which the violation must be corrected to prevent resumption of continuing violation penalties, if any. (n) If correction is not made within the period set by the special master, continuing violation penalties shall begin to accrue again after the time for correction has run and the town manager has filed an affidavit of noncompliance and a notice of continuing violation. The town manager shall serve on the violator a copy of the affidavit of noncompliance and a notice of continuing violation which shall include the following: (1) Date of issuance. (2) A reference to the order of the special master that continues to be violated. (3) Notice of the right to request an administrative hearing before the special master and instructions on how to file the request. (4) Notice that failure to request an administrative hearing within five business days after the date of the notice of continuing violation shall constitute a waiver of the right to a hearing. (5) Notice that the hearing is strictly limited to whether and when the violator complied with the order of the special master. (6) Notice that the violator shall be liable for the reasonable costs of the administrative hearing if the violator is unsuccessful at the hearing. At reasonable intervals, a violator may request an inspection to determine compliance with an order of the special master. After his inspection, the town manager shall issue an affidavit of noncompliance and notice of continuing violation or an affidavit of compliance, in recordable form, as appropriate.

Sec. 70-120. - Appeals.

(a) An aggrieved party, including the town, may appeal a final order of a special master to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special master. An appeal shall be filed within 30

calendar days of the issuance of the order sought to be overturned. Failure to make such appeal within the prescribed 30-day period shall render the findings of the special master conclusive, binding and final. (b) Unless the findings of a special master are overturned in a proceeding held pursuant to this section, the findings of the special master shall be admissible in any proceeding to collect unpaid penalties. (c) No aggrieved party other than the town may apply to the court for relief unless such party has first exhausted all remedies provided for in this chapter and has taken all available steps provided in this chapter. It is the intention of the town that all steps provided by this chapter shall be taken before any application is made to the court for relief, and no application shall be made by any aggrieved party other than the town to a court for relief except from an order issued by a special master pursuant to this chapter. It is the intention of the town that, notwithstanding anything to this chapter to the contrary, the town shall retain all rights and remedies otherwise available to it to secure compliance with or prevent violations of the Code. For purposes of an appeal, the clerk shall make available, for public inspection and copying, the record upon which each final order of a special master is based. The clerk shall make a reasonable charge, commensurate with the cost for the preparation of the official record on appeal and transmittal thereof to the circuit court, for making certified copies of any record or portion thereof.

Sec. 70-121. - Actions to collect, enforcement.

(a) Any tax required to be paid by any occupant or guest under the provisions of this article shall be deemed a debt owed by the occupant or guest to the town. Any such tax collected by an operator which has not been paid to the town shall be deemed a debt owed by the operator to the town. Any person owing money to the town under the provisions of this article shall be liable to an action brought in the name of the Town for the recovery of such amount and all reasonable and applicable administrative and legal fees. (b) The town shall have the same duties and privileges as the Department of Revenue under F.S. Chapter 212, Part I, and may use any power therein granted to the Department of Revenue, including enforcement and collection procedures and penalties.

(Ord. No. 1574, § 2, 6-14-11)

Sec. 70-122. - Taxes to constitute special fund.

The total receipts of the resort tax portion from the tax imposed and levied pursuant to this article shall be kept and maintained in a separate fund and shall in no event be transferred to the general fund. The use of this fund is subject to the budgetary process of the town on a fiscal year basis. A budget for the utilization of this fund must be submitted for the town commission approval as a part of the budget adoption process. A minimum of 34 percent of the fund shall be used for the promotion of the tourist industry under the annual tourist bureau budget, which shall include but not be restricted to the following: publicity, advertising, promotional events, tourist bureau activities.

DIVISION 2. - RESORT TAX BOARD

Sec. 70-123. - Created.

There is hereby established a resort tax board as a governmental agency of the town ("the board").

Sec. 70-124. - Composition; appointment; vacancies; compensation; removal from office, etc.

(a) Number, term and qualification of members. The board shall consist of five members. Each commissioner shall appoint one board member. All appointed board members must be ratified by a vote of the town commission. Any newly elected commissioner has the right to appoint a resort tax board member unless the corresponding appointment has yet to reach the end of their two-year term. Each of the five members shall be persons who either work or reside in Surfside and at least three of the five members shall be persons who have experience in tourism and/or tourism related activities. One town commissioner shall serve as a non-voting ex-officio member of the board. (b) Vacancies. Any vacancies occurring on the board shall be filled at the earliest, possible date by the town commission for the remainder of the unexpired term. (c) Reappointment. Board members shall be eligible for reappointment and shall hold office until their successors have been duly appointed and qualified. (d) Compensation of members. Members of the board shall serve without compensation but shall be reimbursed for necessary expenses occurred in the performance of the official duties, as shall be determined and pre-approved by the town commission. (e) Acceptance of appointment. Before entering upon the duties of office, each board member shall file a written acceptance of appointment and take and subscribe to the oath of office prescribed by law, which shall be filed in the office of the town clerk. Each appointed member is required to provide the town clerk with a Form 1-Statement of Financial Interests, within three business days of being appointed to the board. (f) Removal of members from office; attendance. A board member may be removed from office only by a majority vote of the entire membership of the town commission; however, whenever a board member shall fail to attend three consecutive meetings without prior notification to the director or town manager, the chairman shall certify such non-attendance to the town commission, and, upon such certification, the board member shall be deemed to have been removed and the Town Commission shall fill the vacancy pursuant to paragraph (b) above.

Sec. 70-125. - Organization.

(a) Generally. The members of the board shall select a chairman from among the members who shall serve at the pleasure of the board, and such other officers as deemed necessary or desirable. A member of the town commission shall serve as a non-voting ex-officio member of the board. (b) Staff. A director, or other town manager designee, shall oversee the daily operation and administering of the resort tax board and will work with the board to achieve budgetary objectives. The town manager shall provide adequate clerical and other administrative backup for the board. (c) Minutes. Minutes of each board meeting shall be kept and prepared under supervision and direction of the board. Copies of the minutes shall be filed with the town clerk. (d) Rules and regulations. The board shall make and prescribe such rules and regulations reasonably necessary and appropriate for the board's activities.

Sec. 70-126. - Power and duties.

The board shall have the following enumerated powers and duties.

- (1) To adopt and/or amend procedures as it related to publicity, advertising, promotional events, tourist board activities.
- (2) To expend resort tax funds collected pursuant to Chapter 70

of the Town Code. Specifically, those amounts allocated by the commission during their annual budgetary process, the minimum being 34 percent of the resort tax collected, to advertising promotion and special events as part of the tourist bureau budget. (3) To employ or retain an advertising and/or public relations consultant and/or firm as it relates to specific tourist board activities. The tourist board shall designate a member to assist the town manager, upon request, in the process of selecting a director for the department. (4) To authorize placement of advertising in various media. (5) To organize special events for the promotion of Surfside as a tourist destination. (6) To create a formalized budget plan with staff in consultation with the town manager designee and to submit the budget plan to the town manager every year as part of the budgetary process.

**ATTACHMENT “F”
TOWN OF SURFSIDE –FIVE YEAR TOURISM STRATEGIC PLAN**

Available on the Town’s website at the following link:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/tourism-documents/tourism-5-year-strategic-plan-phase-ii-5-year-plan.pdf?sfvrsn=78484794_3



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 (restaurants and short term rental properties) that are passed on to consumers. The expenditure of these funds is governed by the Tourist Bureau Board of the Town of Surfside.

Information related to any personnel expenditures, personnel cost histories, and personnel modifications may be found in the General Fund. Information related to adopted Tourist Bureau service changes is found later in this section. The revenues reflected in the General Fund represent sixty-six percent (66%) of the total received. These revenues are used to fund the cost of operating the Community Center and other functions related to enhancing the visitor experience. The remaining thirty-four (34%) is allocated directly to the Tourism Board to expend on tourism related activities.

102 Tourist Resort Fund

FINANCIAL SUMMARY

	FY 2016	FY 2017	FY 2017	FY 2018
	Actual	Adopted	Estimated	Proposed
<u>FUNDS AVAILABLE</u>				
Resort Taxes	\$631,375	\$670,610	\$670,610	\$829,617
Miscellaneous Revenues	16,000	2,500	2,500	10,500
Interest	0	0	0	0
Fund Balance Beginning	339,396	341,646	363,957	302,036
TOTAL	\$ 986,771	\$ 1,014,756	\$ 1,037,067	\$ 1,142,153
<u>APPROPRIATIONS</u>				
Personnel Costs	\$69,616	\$81,849	\$81,849	\$120,077
Operating Expenses	551,247	653,182	653,182	781,476
Capital Outlay	1,951			
Transfer to Capital Projects Fund				180,000
TOTAL APPROPRIATIONS	\$ 622,814	\$ 735,031	\$ 735,031	\$ 1,081,553
Fund Balance Ending	363,957	279,725	302,036	60,600
TOTAL	\$ 986,771	\$ 1,014,756	\$ 1,037,067	\$ 1,142,153

Department of Tourist Bureau Resort Tax Fund

Encouraging visitor patronage of Surfside's hotels and restaurants through marketing, public relations, advertising, promotional activities and events is the Tourist Bureau's mission.

Services, Functions, and Activities:

Surfside is one of only three municipalities in Miami-Dade County 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 Tourist Bureau Board Members, assigned by the Town's Commission, oversee the appropriate use of these funds through the Tourism Director and the operations of the Tourist Bureau. With the advent of new approved hotel properties, a renewed focus on securing overnight visitors is gaining in importance. Therefore a change of focus from primarily concentrating on the drive market for the downtown businesses to including a global effort to fill the new hotel properties is needed.

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

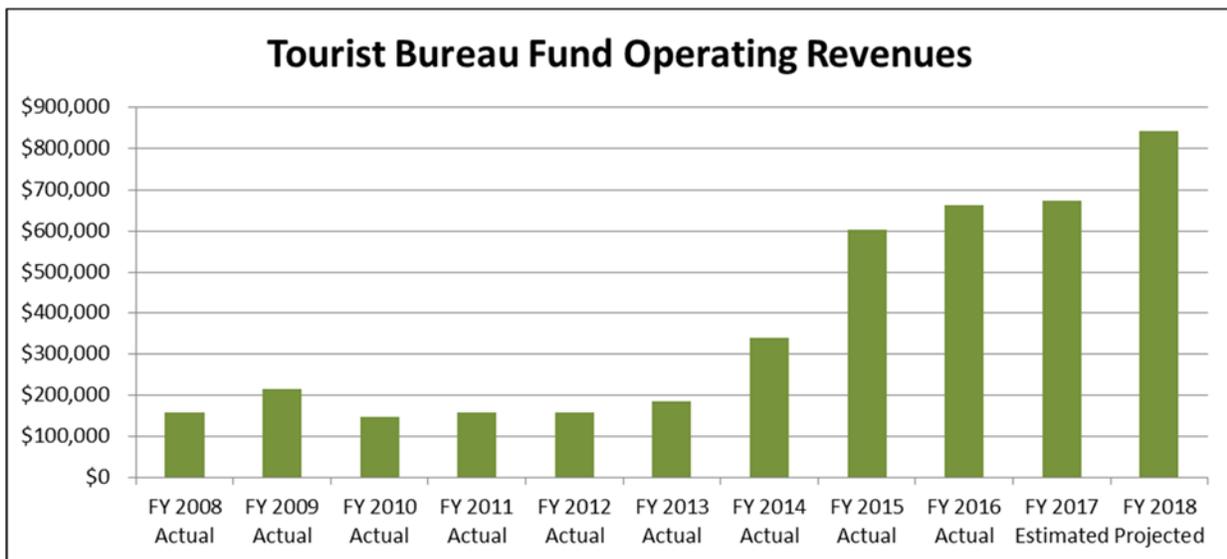
- Plan, organize and manage all Tourist Bureau visitor marketing, public relations, advertising, promotional activities and events based on the Five Year Strategic Tourism Plan.
- Maintain working rapport with hotel management, restaurants, and businesses to encourage and develop participation in Tourist Bureau 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.
- Oversee resort tax compliance issues in an effort to maximize revenue collection for the Town. The amendment to the Resort Tax Ordinance provides the necessary documentation and enforcement procedures lacking from the original 1960 version.
- Maintain a welcome service in the Community Center for visitors, business owners/operators and residents to respond to all requests.
- Represent the Town in matters pertaining to various tour and travel associations and similar tourism organizations.

Resort Tax revenue increased dramatically since the opening of the Grand Beach Hotel Surfside in November 2013 and continues to increase with the opening of the Residence Inn by Marriott in the June 2016 and the March 2017 opening of the Surf Club Four Seasons. Surfside is only just beginning to establish itself as a viable destination ready to compete with its neighbor Bal Harbour to the north and Miami Beach to the south. The latter is evaluating Surfside's successes as it focuses on the redevelopment of North Beach thus entering the competitive tourism arena on the Town's immediate southern border. Resort tax collection

amounts are only now fostering an opportunity to compete in the highly competitive tourism market and can assist in positioning the Town as a unique, attractive family destination. This renaissance of the tourism industry in Surfside requires adequate funding support to sustain the financial benefits the Town is starting to reap through increased resort tax revenue. The privilege to collect the municipal resort tax revenue is in place to support this objective as indicated in State Law.

The Town's Ordinance No. 11-1574 was modified to clarify the purpose and use of the fund. 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 maintenance of the Community Center; therefore directly relieving ad valorem taxes from being used for such purposes. The balance of the fund, thirty four percent (34%), is allocated from the Tourist Resort Tax Fund for services and programs which directly promote the Town and may support the related personnel within the Tourist Bureau Resort Tax Fund Department.

The following chart represents the operating revenues of the Tourist Bureau Fund from FY 2008 through FY 2018. The increase in revenues is attributable to Tourist Board approved initiatives, business expansion, new hotel projects and development, and increased collections of resort taxes resulting from the strengthening of tourist tax audits. Revenues for this fund are expected to continue to increase in the immediate future years as new approved hotel properties come fully online.



The Town Commission authorized the retention of a Tourism Consultant, CJF Marketing International in partnership with Redevelopment Management Associates in 2013 to create a Five Year Strategic Tourism Plan to address such an increase. This proportional increase in revenue under the Tourist Board's thirty four percent (34%) is now accompanied by a responsible and detailed guide for its effective and efficient expenditure. The adopted plan provides a blue print for promoting the Town, including the new hotel properties, while giving guidance to a governing board (Tourist Board). This Board is unique in the Town given its authority to oversee expenditure of their portion of the resort tax funds. No other board or committee, besides the Town Commission, has this fiduciary authority. The adopted plan also provides a guideline for the Town Commission to use as a measuring device for the efficient and permissible expenditure of revenues by the Tourist Board.

The Tourism Director position is fully allocated to the Tourist Bureau in FY 2018. The Marketing and Special Projects Coordinator position remains at 34% within the fund as the responsibilities of this position remain.

The FY 2018 Adopted Plan per the Five Year Strategic Tourism Plan.

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

FY 2018	
OBJECTIVES	TASKS
<i>Continue with the pre-arrival marketing tactics (Owned Media):</i>	Website updates and enhancements.
	Social media program.
	E-blast campaign to the trade.
	Surfside Collateral & Promotion
	Visitor Mobile App
<i>Continue with the Pre-arrival marketing tactics (Earned Media):</i>	Travel Websites Promotions
	Travel Industry Trade Shows & Sales Missions
	Partnership Development Initiatives
	Public Relations
<i>Continue with the Pre-arrival marketing tactics (Paid Media):</i>	Advertising (co-op opportunities)
	Trade Shows prep, registration and collateral.
	Develop packages.
	Develop sales tools for trade shows.
	Niche marketing programs.
	FAMs
<i>Continue with the Post - arrival marketing tactics (Owned Media):</i>	Continue the mobile media campaign.
	Visitor Guide
<i>Continue with the Post - arrival marketing tactics (Earned Media):</i>	Concierge outreach program.
<i>Continue with the Post - arrival marketing tactics (Paid Media):</i>	Consumer advertising in- market, post arrival.
	Sales Tools
	Work with downtown business owners and the BID, if created.
<i>Continue with the Public Programming Efforts</i>	Signature Event: Third Thursdays.
	Downtown merchant event: Small Business Weekend.
	Turtles Promotion
	Monitor Street Banner program.
	Holiday Street Lighting / Decor
<i>Other activities:</i>	Update Five Year Tourism Strategic Plan
	Community outreach and involvement
	Conduct evaluation process
	Continue to build reserves

Fiscal Year 2017 Accomplishments:

- Implemented the fourth year of the adopted Five Year Strategic Tourism Plan.
- Secured an approved marketing firm for tourism initiatives outlined in the Five Year Strategic Tourism Plan.
- Developed a new visitor website.
- Developed a cooperative marketing plan with the new hotel properties.
- Developed cooperative marketing plans with the GMCVB, Visit Florida and Brand USA.

Fiscal Year 2018 Objectives:

- Implement the fifth and final year of the adopted Five Year Strategic Tourism Plan.
- Review and update the Five Year Strategic Tourism Plan.
- Secure an approved marketing firm for tourism initiatives outlined in the Five Year Strategic Tourism Plan.
- Develop a cooperative marketing plan with all of the hotel properties.
- Develop a cooperative marketing plan with the GMCVB, Visit Florida and Brand USA.

Performance Measures	FY 2014 Actual	FY 2015 Actual	FY 2016 Actual	FY 2017 Estimated
Resort Tax	\$899,175	\$1,703,355	\$1,942,870	2,440,050
Third Thursdays Events Attendance	900	1,300	1,700	1,200
Visitor Guides Distribution	N/A	2,000	4,200	6,000
First Fridays	N/A	N/A	800	1,200

102 Tourist Resort Fund

	<u>FY 2016 Actual</u>	<u>FY 2017 Adopted</u>	<u>FY 2017 Estimated</u>	<u>FY 2018 Proposed</u>
REVENUES				
Resort Taxes	\$631,375	\$670,610	\$670,610	\$829,617
Miscellaneous Revenues	16,000	2,500	2,500	10,500
Use of Fund Balance		61,921	61,921	241,436
TOTAL REVENUES	\$ 647,375	\$ 735,031	\$ 735,031	\$ 1,081,553
EXPENDITURES				
Personnel Costs	\$69,616	\$81,849	\$81,849	\$120,077
Operating Expenses	551,247	653,182	653,182	781,476
Capital Outlay	1,951			
Transfer to Capital Projects Fund				180,000
TOTAL EXPENDITURES	\$ 622,814	\$ 735,031	\$ 735,031	\$ 1,081,553
Net Results	\$ 24,561	\$ (0)	\$ -	\$ 0

Significant Changes from FY 2017 Adopted Budget +/-

Personnel Services

Tourism Director allocation to 100% & planned merit pay, salary and benefit adjustments \$ 38,062

Operating Expenses

Increase in Promotional Activities \$ 125,000

Non-Operating Expenses

Transfer to Capital Projects Fund for Harding Avenue Downtown Lighting \$ 180,000

Position Title	Personnel Complement							
	FY 2017				FY 2018			
	Funded				Funded			
	Full	Part	Temp	FTEs	Full	Part	Temp	FTEs
Time	Time	Temp	FTEs	Time	Time	Temp	FTEs	
TEDACS Director*	0.34			0.34	1.00			1.00
Marketing & Special Projects Coordinator**	0.34			0.34	0.34			0.34
Total	0.68	0.00	0.00	0.68	1.34	0.00	0.00	1.34

*Tourist Resort position allocation only. Split funded with General Fund 001 in FY 2017.

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

TOURIST BUREAU

102 Tourist Resort Fund

REVENUES

		FY 2016	FY 2017	FY 2017	FY 2018
Line Item Prefix: 102-0000-:		Actual	Adopted	Estimated	Proposed
312-1200	Two Percent Resort Tax	\$176,320	\$163,710	\$163,710	\$184,076
312-1400	Four Percent Resort Tax	452,730	506,900	506,900	645,541
312-1500	Resort Tax Penalties/Interest	2,325			
Total	Resort Taxes	\$631,375	\$670,610	\$670,610	\$829,617
Developer Contributions - Resort Tax					
366-1400	Partial Replacement	8,500			
369-8500	Resort Registration Fees	4,200	2,500	2,500	10,500
369-9000	Other Miscellaneous Revenues	3,300			
Total	Miscellaneous Revenues	\$16,000	\$2,500	\$2,500	\$10,500
392-0000	Use of Restricted Fund Balance		61,921	61,921	241,436
Total	Other Funding Sources	\$0	\$61,921	\$61,921	\$241,436
Total	Total Revenues	\$647,375	\$735,031	\$735,031	\$1,081,553

TOURIST BUREAU (8000)

102 Tourist Resort Fund

EXPENDITURES

Line Item Prefix: 102-8000-552:		FY 2016	FY 2017	FY 2017	FY 2018
		Actual	Adopted	Estimated	Proposed
Suffix	Object Description				
<u>Personnel Services</u>					
1210	Regular Salaries	\$49,671	\$57,893	\$57,893	\$84,160
1410	Overtime	4,579	5,000	5,000	5,000
1510	Special pay	343	345	345	
2110	Payroll Taxes	4,232	4,994	4,994	7,142
2210	Retirement Contribution	4,594	5,036	5,036	4,980
2310	Life & Health Insurance	5,433	7,752	7,752	17,963
2410	Workers Compensation	293	229	229	232
2610	Other Post Employment Benefits	471	600	600	600
Total Personnel Services		\$69,616	\$81,849	\$81,849	\$120,077
<u>Operating Expenses</u>					
3110	Professional Services	295			
3112	Physical Examinations	336			
3210	Accounting and Auditing	2,253	6,800	6,800	6,800
3410	Other Contractual Services	60,921			
4009	Vehicle Allowance	833	1,428	1,428	4,200
4110	Telecommunications				900
4111	Postage	734	2,000	2,000	2,000
4112	Mobil Phone Allowance	498	612	612	
4403	Equipment/Vehicle Leasing	3,081	6,342	6,342	6,576
4810	Promotional Activities	468,354	620,000	620,000	745,000
5110	Office Supplies	3,921	3,000	3,000	3,000
5290	Miscellaneous Operating Supplies	2,709	3,000	3,000	3,000
5410	Subscriptions and Memberships	1,075	5,000	5,000	5,000
5420	Conferences and Seminars	6,237	5,000	5,000	5,000
Total	Operating Expenses	\$551,247	\$653,182	\$653,182	\$781,476
6410	Machinery and Equipment	1,951			
Total	Capital Outlay	\$1,951	\$0	\$0	\$0
<u>Non-operating Expenses</u>					
9120	Transfers to Capital Projects Fund				180,000
Total	Non-operating Expenss	\$0	\$0	\$0	\$180,000
Total	Tourist Resort Fund Expenditures	\$622,814	\$735,031	\$735,031	\$1,081,553

**ATTACHMENT “H”
TOWN OF SURFSIDE FIVE YEAR FINANCIAL FORECAST**

Available on the Town’s website at the following link:

https://www.townofsursidefl.gov/docs/default-source/default-document-library/financial-documents/financial-reports/2017-2018---2021-2022-five-year-financial-forecast.pdf?sfvrsn=3a374794_3

**ATTACHMENT “I”
FORM PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE AND**

THIS AGREEMENT (this “Agreement”) is made effective as of the ____ day of April, 2018 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter the “Town”), and _____, a _____ whose address is _____ (hereinafter the “Consultant”).

WHEREAS, the Town issued Request For Proposals No. ____ (“RFP”), soliciting general marketing services for its Tourist Bureau and the Consultant submitted a response to the RFP to provide the general marketing services; and

WHEREAS, the Consultant will provide professional marketing services to assist the Town with promoting the Town to bring visitors to the Town to enjoy and patronize its hotels, restaurants, and other recreational activities (“Services”); 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.
- 1.2 Consultant shall perform all necessary tasks and services (hereinafter “Deliverables”).
- 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”). Additional services may include, but not limited to, Public Relations, local media advertisements, social media advertisements, photo shoots, video production, and event planning.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years. Thereafter, the Town shall have the option to renew for three additional one (1) year terms; unless earlier terminated in accordance with Paragraph 8.
- 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 shall be in 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**

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.

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, if selected, 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.

- e. 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.
- f. 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.
- g. 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.
- h. 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 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.

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

13. **Notices/Authorized Representatives.**

13.1 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 to the parties (or their successors) at the following addresses:

For the Town: Guillermo Olmedillo
 Town Manager
 Town of Surfside
 9293 Harding Avenue
 Surfside, FL 33154

With a copy to: Lillian Arango, Esq.

Town Attorney
Weiss Serota Helfman Cole & Bierman, P.A.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

For the Consultant: _____

Attn: _____

14. **Governing Law and Venue.**

14.1 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.

15. **Entire Agreement/Modification/Amendment.**

15.1 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.

15.2 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.

15.3 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.

16. **Ownership and Access to Records and Audits.**

16.1 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).

- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7 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.

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:

Custodian of Records: Sandra Novoa, MMC
Mailing address: 9293 Harding Avenue,
Surfside, Florida 33154
Telephone number: 305-861-4863
Email: snovoa@townofsurfsidefl.gov

17. **Nonassignability.**

17.1 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.

18. **Severability.**

18.1 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.

19. **Independent Contractor.**

19.1 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.

20. **Compliance with Laws.**

20.1 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.

21. **Waiver**

21.1 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.

22. **Survival of Provisions**

22.1 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.

23. **Prohibition of Contingency Fees.**

23.1 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.

24. **Public Entity Crimes Affidavit**

24.1 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.

25. **Counterparts**

25.1 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.

26. **Background Checks**

26.1 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.

27. **Termination Due To Lack of Funds.**

27.1 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.

28. **Non-Exclusive Agreement**

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONSULTANT:

_____ ,

By: _____

Name: _____

Title: _____

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE TOWN:

**TOWN OF SURFSIDE, a
Florida municipal corporation**

By: _____
Guillermo Olmedillo, Town Manager

Date Executed: _____

Attest:

By: _____
Sandra Novoa, Town Clerk, MMC

Approved as to Form and Legal Sufficiency:

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

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE OF RATES