

RESOLUTION NO. 2020- 2728

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE SECOND RENEWAL/AMENDMENT TO THE AGREEMENT WITH PINZUR COMMUNICATIONS, INC. FOR PUBLIC INFORMATION REPRESENTATIVE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 15, 2017, the Town of Surfside (the “Town”) entered into a Professional Services Agreement with Pinzur Communications, Inc. (“Consultant”) for public information representative services (“Agreement”); and

WHEREAS, on October 9, 2018, the Town Commission adopted Resolution No. 2018-2540, approving the First Renewal/Amendment to the Agreement with the Consultant to amend the scope of services and extend the term of the Agreement; and

WHEREAS, the Town and the Consultant wish to amend the Agreement as set forth in the Second Renewal/Amendment to the Agreement attached hereto as Exhibit “A” (the “Second Renewal/Amendment”), in order to retroactively extend the term of the First Renewal/Amendment from October 1, 2019, through September 30, 2020; to extend the term of the Agreement for an additional one year period effective October 1, 2020 through September 30, 2021, with additional renewal terms; and to amend the compensation terms and scope of services; and

WHEREAS, the Town Commission finds that the Second Renewal/Amendment is in the best interest and welfare of the Town and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval of Second Renewal/Amendment. The Town Commission hereby approves the Second Renewal/Agreement between the Town and the Consultant, in substantially the form attached hereto as Exhibit “A.”

Section 3. Implementation. The Town Commission hereby authorizes the Town Manager to execute the Second Renewal/Agreement with the Consultant, together with such changes as may be approved by the Town Manager, subject to approval by the Town Attorney as

to form and legality, and to take any action which is reasonably necessary to implement the purposes of the Second Renewal/Agreement and this Resolution.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 13th day of October, 2020.

Motion By: Commissioner Kesl
Second By: Mayor Burkett

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl	<u>YES</u>
Commissioner Eliana R. Salzhauer	<u>YES</u>
Commissioner Nelly Velasquez	<u>YES</u>
Vice Mayor Tina Paul	<u>YES</u>
Mayor Charles W. Burkett	<u>YES</u>




Charles W. Burkett, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Heffman Cole & Bierman, P.L.
Town Attorney

SECOND RENEWAL/AMENDMENT TO AGREEMENT
TOWN OF SURFSIDE
AND
PINZUR COMMUNICATIONS, INC.
PUBLIC INFORMATION REPRESENTATIVE

THIS SECOND RENEWAL/AMENDMENT TO AGREEMENT (this "Renewal/Amendment") is entered into as of October 1, 2020, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **PINZUR COMMUNICATIONS, INC.**, a Florida corporation (hereinafter the "Consultant").

WHEREAS, the Town and Consultant entered into that certain Professional Services Agreement for Public Information Representative services ("Services") dated November 15, 2017 (the "Agreement"); and

WHEREAS, the Town and Consultant previously entered into a Renewal/Amendment effective October 1, 2018, extending or renewing the term of the Agreement for a one (1) year period through September 30, 2019 ("First Renewal Term"), and amending the scope of services to be provided by Consultant ("First Renewal/Amendment"); and

WHEREAS, the Town and Consultant wish to retroactively ratify and extend or renew the Term of the Agreement for a one (1) year period effective October 1, 2019, through September 30, 2020, and desire to further extend or renew the Term of the Agreement for a one (1) year period effective October 1, 2020, through September 30, 2021, as provided for herein; and

WHEREAS, the Town and Consultant further wish to update the compensation term to provide compensation for up to fifty (50) hours of Services per month in an amount not to exceed \$6,500; and

WHEREAS, the Town and Consultant desire to further modify the Agreement by amending the scope of services as set forth in Exhibit "A" attached hereto ("Scope of Services").

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Scope of Services.** Consultant shall provide all Services provided in the updated Scope of Services attached hereto as Exhibit "A."
3. **Extension/Renewal of Term.** Section 2 of the Agreement is hereby amended to extend or renew the Term of the Agreement for one (1) year effective October 1, 2020, through September 30, 2021 ("Second Renewal Term").

4. **Compensation and Payment.** Section 3.1 of the Agreement is hereby deleted in its entirety and replaced as follows:

The Consultant shall be compensated for performing up to fifty (50) hours of Services per month in an amount not to exceed \$6,500. Compensation for performance of Services in excess of the fifty (50) hour monthly limit must be approved in writing by the Town Manager. Consultant shall monitor and track the number of hours spent performing the Services every month and shall notify the Town when it has spent more than forty (40) hours performing the Services in a month.

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement and the First Renewal/Amendment, the terms and provisions of this Second Amendment shall control.
6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and conditions in the Agreement, and the First Renewal/Amendment, are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

**[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Second Renewal/Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

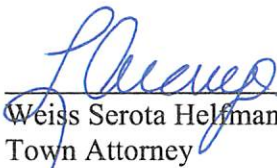
By: _____
Jason Greene, Interim Town Manager

Date Executed: _____

Attest:

Sandra McCready, MMC
Town Clerk

Approved as to Legal Form and
Leal Sufficiency:



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

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

CONSULTANT:

Witnesses:

PINZUR COMMUNICATIONS, INC., a Florida corporation

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____

EXHIBIT "A"

(Attach Updated Scope of Services)



PUBLIC INFORMATION REPRESENTATIVE
SCOPE OF SERVICES

- 1-Year Monthly Fee:** \$6,500 (split between Town & Tourism) includes scope of services below and graphic design fees
- Potential Additional Fees:** Annual SurveyMonkey subscription (\$408); printing of signs and materials as needed for community outreach campaigns (cost varies depending on number of signs, size, color, etc.)
- Additional Services Offered:** Professional video and editing services, professional photography, social media management (fees based on project)
- Responsible for:** Supporting the Town in its commitment to transparency and accountability through strategic communications and outreach with residents, businesses, visitors and media

Scope of Work:

- Draft strategic FY communications plan and timeline for Town of Surfside
- Draft communications policy for Town Commission approval (to complement social media policy)
- Assist with the creation of monthly eblast/resident communication schedules; oversee and review copy prior to distribution to residents; assist with drafting of materials, as needed
- Provide strategic PR counsel on matters of importance to Town residents and tourism board
- Basic videos filmed and editing for Channel 663, Town website and for media use
- Implement public awareness campaigns (i.e. ballot questions for November 3 election, stormwater pollution education, 96th Street Park renovations, resiliency measures, upcoming projects, etc.) as well as help boost citizen engagement
- Monitor conversations being held about Surfside including Nextdoor for example to further direct communications strategy
- Rollout new text messaging channel of communication to residents based on feedback received in recent resident communication survey
- Assist with the development of flyers and graphics to be used in various communication and campaigns (i.e. community bulletin boards, Nextdoor, handouts for residents, door hangers, posters, brochures, banners, signs, etc.); ensure design consistency
- Assist with partnership outreach for various communication campaigns
- Continue to reach out to neighboring municipalities to form beneficial partnerships and share best practices
- Work with team to revamp the Town Gazette and make it more resident-driven; draft articles and town manager's message, as needed
- Regularly review and provide direction on the content for the town website
- Assist with the development of promotion and event ideas
- Help support the marketing goals of the tourism board through the execution of a strategic public relations plan including drafting of press materials and media pitches, regularly pitching press to cover the destination and local businesses; exchange of information, photos and videos with media; hosting of press, etc.
- Provide crisis communications in the event of an emergency, such as hurricanes, natural disasters, pandemic, etc.