

Monroe County Clerk of Circuit Court & Comptroller

Internal Audit Report



Audit of Tourist Development Council's Public Relations Services

2024-001

"Preserving Public Trust Through Accountability"

Report 2024-001
February 2024

Monroe County Clerk of Circuit Court & Comptroller
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Internal Audit Department

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Monroe County's Internal Audit Department accepts confidential tips about fraud, waste, and abuse in Monroe County government or programs through its hotline (305) 292-5760 or at <https://monroe-clerk.com/fraud-waste-abuse>.



Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

February 8, 2024

The Honorable Mayor Holly Raschein
Monroe County Board of County Commissioners
102050 Overseas Highway, Suite 234
Key Largo, FL 33037
Email: boccdis5@monroecounty-fl.gov

Ms. Rita Irwin, Chairperson
Monroe County Tourist Development Council
58901 Overseas Highway
Grassy Key, FL 33050
Email: rita@dolphins.org

Dear Mayor Raschein and Chairperson Irwin:

The Monroe County Clerk's Internal Audit Department completed an audit of the Monroe County Tourist Development Council's (TDC) public relations Agency of Record, Stuart Newman, Associates, Inc. (d/b/a NewmanPR) for the three-year period October 1, 2020, through September 30, 2023. The audit focused on the August 17, 2022, agreement between Monroe County and NewmanPR including an audit of records, assets, and activities related to the scope of services detailed in the agreement.

As part of our audit tests, we reviewed NewmanPR's requests to be reimbursed for work performed by Graphics 71. We found that the agency could not provide any documentation to show that Graphics 71 is a legal business entity in the State of Florida. In fact, the agency admitted that Graphics 71 does not exist. In addition to not being able to provide proof of payment to Graphics 71, NewmanPR could not provide time records or other support for any work performed by Graphics 71. As a result, we question the validity of the reimbursement.

In addition, the audit found repeated instances of noncompliance with the terms of NewmanPR's agreement with Monroe County. A sampling of invoices showed that when NewmanPR requested reimbursement for expenses, the agency regularly submitted misleading certifications that vendors were paid in full. Our audit testing also found other issues such as invoicing the TDC before services were actually rendered and not providing documentation to substantiate work performance.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kevin Madok, CPA
Monroe County Clerk of Circuit Court & Comptroller

Cc: Board of County Commissioners
Tourist Development Council
Bob Shillinger, County Attorney
Roman Gastesi, County Administrator
Internal Audit

KEY WEST
500 Whitehead Street
Key West, Florida 33040

MARATHON
3117 Overseas Highway
Marathon, Florida 33050

PLANTATION KEY
88770 Overseas Highway
Plantation Key, Florida 33070

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Executive Summary

The Monroe County Clerk's Internal Audit Department recently completed an audit of the financial records of Monroe County's Tourist Development Council's (TDC) Public Relations Agency of Record, Stuart Newman, Associates, Inc., (d/b/a NewmanPR). The audit focused on the August 2022 agreement between Monroe County and NewmanPR including an audit of records, assets, and activities relating to the scope of services detailed in this agreement. The audited period was fiscal year (FY) 2021 through FY 2023 (October 1, 2020, through September 30, 2023).

Our audit work included reviewing the TDC's most recent competitive solicitation process for selecting its Public Relations Agency of Record. We also selected a random sample of NewmanPR's invoices paid during the audited period to ensure compliance with the contract terms and sufficiency of supporting documentation. This included verifying that reimbursed expenditures were eligible and served a valid, legal, and public purpose. Finally, we also reviewed NewmanPR's subagency contracts to ensure that the terms and conditions are consistent with the TDC's marketing plan, budget, and Monroe County's purchasing policies.

Of greatest concern, our invoice sample included reimbursements made to NewmanPR for work performed by a company NewmanPR presented as Graphics 71. When asked, NewmanPR was not able to provide documentation that Graphics 71 is properly registered to conduct business in the State of Florida. In fact, the agency admitted to us that Graphics 71 was a nonexistent company. Further, NewmanPR admitted that any checks that NewmanPR made payable to Graphics 71 were ultimately destroyed because no bank would cash the checks made out to a nonexistent company. In other words, NewmanPR used a nonexistent company as a conduit to claim they made payments eligible for reimbursement when, in fact, no payments were made for there to be valid reimbursable expenses.

The President of NewmanPR appeared to use this nonexistent company as a method to pay himself in addition to the agency fee NewmanPR received monthly from Monroe County. NewmanPR asserted the work performed by Graphics 71 typically would have been subcontracted. However, it appears that NewmanPR submitted misleading and unsupported claims for reimbursement by certifying that they had made a payment in full to a vendor that did not exist and, as a result, NewmanPR requested, received, and retained funds for a nonexistent expense. NewmanPR is obligated, under the terms of their contract, to only request reimbursement for services that have been paid in full to a third-party vendor and adhere to the County's requirements for payment.

Our audit tests also revealed that NewmanPR possibly materially breached the terms of its contract with Monroe County. The audit findings discussed in the report include that NewmanPR: (1) repeatedly submitted misleading certifications that their vendors were paid in full when seeking reimbursement; (2) invoiced the TDC before services were rendered; (3) failed to provide

documentation to substantiate work performance; (4) submitted questionable documentation to support reimbursement requests; (5) submitted unallowed expenses for reimbursement; and (6) did not adhere to Monroe County's purchasing policy when subcontracting for services. The errors and inaccuracies our audit sample uncovered in NewmanPR's invoices, when considered as a whole, demonstrate a fiscal arrogance on the part of the vendor as well as a lack of regard for the expenditure of public funds.

Finally, our audit concluded that the TDC's marketing director, appointed by the TDC's executive office, did not provide the needed management oversight for the Agencies of Record, such as NewmanPR. The marketing director failed to establish procedures within the TDC so staff were critically reviewing vendor invoices for allowable expenses, completeness, and accuracy before approving them for payment. Based on the serious nature of the audit's findings, the marketing director's lack of management direction and oversight goes beyond being a simple training issue.

The TDC and the Agency of Record for Public Relations

In the early 1980's, Monroe County recognized the need to market, promote, and manage itself as a desirable tourist destination by creating the Monroe County Tourist Development Council (TDC). As allowed by s. 125.0104, F.S., Monroe County began levying a tourist development tax to financially support the TDC. The tourist development tax is paid by any person who rents, leases, or lets any living quarters or accommodations in the county for six months or less. In fiscal year (FY) 2023 (October 1, 2022 through September 30, 2023), Monroe County recorded collecting almost \$61.5 million in tourist development tax earmarked to support the TDC's operations.

As provided by s. 125.0104(4), F.S., the TDC is an advisory council appointed by the Monroe County Board of County Commissioners (BOCC). The TDC has nine members who serve staggered four-year terms. The TDC contracts with a not-for-profit corporation, 3406 North Roosevelt Boulevard (d/b/a Visit Florida Keys), to operate the TDC's executive office.

The TDC executive office is referred to as the TDC's executive director in Monroe County Code. As the executive director, Visit Florida Keys serves at the pleasure of and is subject to removal by the BOCC. Monroe County Code Section 23-199((d) states, "[t]he executive director shall carry out the policies and programs established by the council and shall be in charge of the day-to-day operations of those policies and programs." Visit Florida Keys contracts with an executive manager, referred to as the marketing director, who is responsible for implementing the TDC's policies and programs as well as managing the day-to-day operations of TDC.

Since the inception of Monroe County's TDC in the 1980's, Stuart Newman, Associates, Inc. (d/b/a NewmanPR) has been the TDC's Public Relations Agency of Record. In the marketing profession, an Agency of Record is the consultant that provides specific professional services and is given final creative control on behalf of the TDC for their area of expertise. Monroe County contracts with NewmanPR to be the TDC's Agency of Record for public relations.

The County's vendor contracts contain a clause that advises the contractor that they are required to maintain their books, records, and documents directly pertinent under the agreement in accordance with generally accepted accounting principles. Also, because it is important to ensure that the public funds used to pay the contractor support a valid, legal, and public purpose, the County's contracts also contain a Right To Audit clause. As allowed by the contract, the Monroe County Clerk's Internal Audit Department conducted a review of the financial records of NewmanPR. The audit focused on the August 17, 2022 agreement between Monroe County and NewmanPR including an audit of records, assets, and activities relating to the scope of services detailed in the August 2022 Agreement.

Taking a historical look, initial services provided by the first contractual arrangement between Monroe County’s TDC and NewmanPR in the early 1980’s included advertising promotion, public relations, and marketing services. Compensation for all services totaled approximately \$500,000, with \$44,000 dedicated for public relations. By 1986, services provided by NewmanPR no longer included advertising but rather focused exclusively on public relations, publicity, and press relations with compensation of \$100,000 plus reimbursable expenses. As of 2023, NewmanPR continues to provide public relations services, with an annual agency fee of \$733,688 plus reimbursable expenses. **Appendix I** provides a copy of Monroe County’s current contract with NewmanPR. **Table 1** summarizes the annual agency fee and the amounts reimbursed to NewmanPR for the last five fiscal years.

<u>Fiscal Year</u>	<u>Annual Agency Fee</u>	<u>Reimbursed Expenses</u>	<u>Total Paid To NewmanPR</u>
FY 2023	733,688	1,170,834	1,904,522
FY 2022*	682,500	896,743	1,579,243
FY 2021*	682,500	553,523	1,236,023
FY 2020*	650,000	885,374	1,535,374
FY 2019	650,000	1,213,417	1,863,417

*The global pandemic impacted the Florida Keys’ economy and TDC’s public relation activities beginning in March 2020 and ending during FY 2022.

The contract requires NewmanPR to serve as a “. . . full-service public relations agency for the Monroe County TDC and County.” The contract details the key personnel and minimum staffing to be provided for performing these professional services as well as other detail services including, but not limited to:

- Assign a Senior Account Supervisor who will give priority basis to the County’s account.
- Assign staff to manage communications to develop an awareness as well as to promote a favorable image and goodwill for Florida Keys’ tourism.
- Establish and maintain contacts with print, internet, and broadcast media.
- Coordinate the development and distribution of news materials for trade and consumer media.

- Develop and coordinate media familiarization tours and itineraries of the Florida Keys and assist the media, including travel bloggers and social media influencers during their visits.
- Develop the public relations section of the TDC's annual marketing plan.
- Establish and manage agreements with subagencies for international, specialty, and other public relation markets and/or programs.
- Provide content support for the TDC's website and social media channels.
- Provide publicity before, during, and after selected special events.
- Develop and maintain video and still image libraries.
- Provide a measurability process to evaluate the TDC's public relations programs.

In addition to receiving an annual agency fee, the contract permits NewmanPR to be reimbursed, at cost, for a variety of expenses. The list of allowable reimbursable expenses has continually expanded over the years; items that were originally covered by the agency fee shifted to being defined as reimbursable expenses. For example, NewmanPR's initial 1982 contract limited reimbursable expenses to travel-related expenses. In contrast, the five-year 2012-2017 contract defined reimbursable expenses as:

“The FIRM will be reimbursed at cost for all actual expenses incurred for media materials, postage, FedEx, clipping services, special event support, research, website maintenance, promotional items, seminars or show registrations, sub-agency Agreements, entertainment of media, broadcast support, photography, broadcast production, travel expenses and all other projects or production materials that are necessary for the fulfillment of this agreement and have been approved in advance by the TDC and according to Monroe County Procurement Policies. The firm's telecommunication services are included in their professional fees.”

In its October 2017 contract, which coincided with Visit Florida Keys appointing a new marketing director responsible for managing the TDC's Agencies of Record, NewmanPR's contract expanded the definition of reimbursable expenses to include contracted staff without a corresponding reduction in its agency fee. Historically, the public relations staffing costs, whether employees or contractors, were covered by the annual agency fee. When seeking the BOCC's approval for this re-negotiated five-year agreement, the TDC did not present any economic justification to the BOCC for revising the contract terms to allow NewmanPR to be reimbursed for its contracted staff. This is especially troubling since this definitional change appears to conflict with the minimum requirements NewmanPR is expected to perform under its agency contract.

NewmanPR's most current five-year contract, negotiated in 2022, again expanded the definition of reimbursable expenditures to:

“The Contractor will be reimbursed at cost for all actual expenses incurred for contracted staff, media materials, postage, shipping, clipping services, special event support, research, website maintenance, promotional items, seminars or show registrations, sub-agency Agreements, entertainment of media, broadcast support, photography, broadcast production, other video and audio projects, travel expenses and all other projects or production materials that are necessary for the fulfillment of this Agreement and have been approved in advance by the TDC Fiscal Year Marketing Plan or budget according to Monroe County Purchase Policies. The Contractor's telecommunication services are included in their professional fees with the exception of Zoom and other virtual conference programs.”

For Monroe County's most recent fiscal year (FY) 2022-23 (October 1, 2022 through September 30, 2023), the BOCC approved \$1.5 million for the public relations portion of the TDC's annual marketing plan. As indicated in the above passages, the reimbursable expenses must be consistent with the content of the approved plan and corresponding budget.

Purpose and Scope of Internal Audit

The Monroe County Clerk's (Clerk) Internal Audit Department completed an audit of the Monroe County Tourist Development Council (TDC) for the five-year period October 1, 2018, through September 30, 2023. Our audit procedures included examining adherence to policies and procedures by the TDC's executive office, 3406 North Roosevelt Boulevard (d/b/a Visit Florida Keys). Because of the audit's findings, the Internal Audit Department's audit work was expanded to include a review of the financial records of NewmanPR, TDC's Public Relations Agency of Record. The audit focused on the August 17, 2022 agreement between Monroe County and NewmanPR including an audit of records, assets, and activities relating to the scope of services detailed in this agreement.

The audited period was FY 2021 through FY 2023.

The scope of the audit included:

- Reviewing the TDC's most recent competitive solicitation process for selecting NewmanPR as its Agency of Record to ensure compliance with Monroe County's procurement policies and procedures;
- Randomly sampling NewmanPR's invoices paid during the audited period to ensure compliance with contract terms and sufficiency of supporting documentation;
- Verifying that reimbursable expenditures were eligible transactions that were properly supported and served a valid, legal, and public purpose; and
- Reviewing the terms of NewmanPR subagency contracts to ensure that the terms and conditions are consistent with the TDC's marketing plan, budget, and Monroe County's procurement policies and procedures.

Review of TDC’s Public Relations Competitive Solicitation

An argument can be made that an over forty-year tenure with a contractor has its benefits - the contractor has acquired extensive experience and understanding that is particular to the entity being provided services such as NewmanPR’s experience and knowledge for promoting the Florida Keys. But it can also be argued that such longevity also runs the risk of creating a sense of complacency between those executing oversight over a contractor and the contractor themselves. In turn, the likelihood of essential checks and balances risk being eroded because the long-term relationship that develops may be at odds with an arm’s-length business relationship. To avoid compromising the contractual relationship as well as to instill public trust in its business decisions, it is critical that the TDC take all precautions to fully comply with established policies and procedures when managing these long-term relationships.

For example, given that public funds are involved in the contract, the TDC is expected to ensure that they regularly conduct a competitive solicitation for public relation services by following the County’s purchasing policy. The County’s purchasing policy is “. . . intended to promote actual, honest, and effective competition and protect the taxpayers from collusive contracts, favoritism, fraud, extravagance, and improvidence.”¹ The purchasing policies and procedures are governed by Florida statutes and Monroe County Ordinances, codified in Monroe County Code. The contract between Monroe County and TDC’s executive office, Visit Florida Keys, as well as the TDC’s Operations Manual, requires Visit Florida Keys to adhere to Monroe County’s Purchasing Policy.

Throughout the years, TDC has conducted the required competitive solicitations for public relations services by requesting proposals from interested public relation firms. This is oftentimes referred to as a Request For Proposals (RFP) procurement process. The RFP process requires the TDC to issue an RFP solicitation request that details the TDC’s needs, terms, and conditions of a public relations agency. A selection committee evaluates and then scores each proposal as the method for selecting the firm that best meets the TDC’s needs. Once the committee selects a firm, the committee’s recommendation is first presented to the TDC Board for approval. If the TDC approves, then the selection committee is tasked with negotiating a contract with the selected vendor before the recommendation is presented to the BOCC for approval. After being approved, a formal contract is executed that uses the detail from the proposal to define the scope of services and the method of compensation.

Because both the TDC and the BOCC rely on the selection committee’s recommendation to make their decision to approve a vendor’s proposal, the selection committee plays a critical role in the integrity of the RFP process. Monroe County’s purchase policy recognizes this and requires the following:

¹ See *Monroe County Purchasing Policy*, Revised 4/19/2023, p. 4.

Selection committees shall be comprised of no less than three (3), and no more than seven (7) members.

Each selection committee shall have at least one member who is employed by the Requesting Department and at least one member who is not employed by the Requesting Department. Depending on the technical information that may be contained in the solicitation, the Department Director may appoint several members from his department but no more than 2/3 of the members may be from the same department. There shall be no consultants contracted by the County and no County Commissioners on a selection committee. Generally, no County Attorney shall be a voting member of a selection committee unless the County Attorney's office is the Requesting Department.²

The selection committee is a key internal control by acting as a gatekeeper to ensure that the solicitation is not only competitive for all vendors but also to ensure that there is an objective review of the proposals. The ideal make-up of the selection committee members would typically be individuals who can maintain their independence and objectivity as well possess a degree of knowledge regarding the topic being evaluated. They are also well-positioned to add value to and to protect the best interests of the County during the contract negotiations with the vendor.

Further, it is important that the selection committee's work clearly demonstrates a serious effort to seek the most competitive proposal. Otherwise, future RFP solicitations unknowingly could be compromised because vendors may perceive that the County is not interested in, or open to, considering all available options. As a result, qualified vendors may choose not to invest the time or cost of preparing a proposal when the County seeks future solicitations.

The last RFP issued by the TDC for public relations services was in 2022. As described in the solicitation document, TDC required interested vendors to prepare a proposal that was separated into 12 sections to give respondents an opportunity to provide specifics about their proposed services including, but not limited to, detailing the qualified and experienced staff that they would dedicate to the TDC account, the annual agency fee needed to cover administrative costs for all staff, the agency's administrative facilities, the financial stability of the agency, and the agency's vision for promoting the awareness and image of all the Florida Keys' destinations.

Contrary to the County's purchasing policy, the two vendor proposals submitted in response to the RFP were evaluated by a selection committee consisting of three long-time TDC Board members. After evaluating and scoring the proposals, the three TDC Board members then made a formal recommendation to the full TDC Board which included themselves. There is no documented evidence that they recused themselves from the TDC's decision giving the appearance that there was no arm's length evaluation of the vendor proposals. Moreover, the evaluation committee did

² Ibid., see Chapter 3, Section B, Item 9, pp. 17-18.

not consist of members that would provide the needed assurances to the public that the proposals were objectively evaluated with the proper professional expertise.

To ensure that future competitive solicitations promote, both in appearance and in substance, actual, honest, and effective competition and protect the taxpayers from collusive contracts, favoritism, fraud, extravagance, and improvidence, *we recommend that, rather than being implied, the section in Monroe County Purchasing Policy on the selection committee be revised to explicitly prohibit committee members, like a TDC board member, from participating on selection committees.* Since the TDC members ultimately play a decision-making role on approving the final vendor proposal, it is important that they also are not involved in vetting the selections for consideration.

For these reasons, as well as other issues identified later in the report, *we also recommend that the TDC conduct another competitive solicitation for public relation services immediately rather than wait until the current NewmanPR contract expires on September 30, 2025.* This will allow the TDC to conduct a solicitation with a selection committee that complies with Monroe County Purchasing Policy. Further, re-doing the competitive solicitation will demonstrate that the TDC is willing to take the steps needed to build public trust and confidence in both the TDC's processes and the TDC's willingness to maintain arm's length contractual relationships.

Conducting a competitive solicitation for public relation services immediately will also address other concerns identified during the last solicitation. Namely, in their proposal (**Appendix II**), NewmanPR listed Visit Florida Keys' marketing director as a business reference in addition to including a quote of support from the marketing director. Given that the marketing director participated in the contract negotiations with NewmanPR, raises questions about the arm's length nature of this business relationship.

Questionable Nature of Graphics 71

The TDC tasks the Visit Florida Keys' senior executive, the marketing director, with the responsibility to, "manage and monitor all TDC related advertising, website and public relations activities with the contracted agencies and sub-agencies."³ This includes establishing processes so that appropriate Visit Florida Keys' personnel are reviewing and approving all vendor-related invoices for these services to ensure that the invoice includes sufficient documentation to support that the payment is legitimate and for an approved and valid public purpose.

Our audit testing found that NewmanPR regularly submitted invoices to the TDC requesting reimbursement for payments they certified were made to a vendor named Graphics 71. According to the invoices reviewed, Graphics 71 provided production, production supervision, distribution supervision, and photography services. When submitting a reimbursement request related to payments made to Graphics 71, NewmanPR led the TDC and the Clerk's Office to believe that Graphics 71 was an independent entity authorized to do business in the State of Florida. **Exhibit 1** provides an example of a typical Graphics 71 invoice submitted by NewmanPR when requesting reimbursement. Our audit testing revealed questionable practices involving NewmanPR's use of Graphics 71 as summarized below.

Unregistered Business

During our audit testing, we found that NewmanPR represented, through its invoices, that Graphics 71 was an independent third-party vendor that NewmanPR regularly conducted business with on behalf of the TDC. To confirm that Graphics 71 was a legitimate business, we traveled to the address listed on Graphics 71's invoice and found that:

- Graphics 71's office suite 203-B did not exist in the building;
- Graphics 71 was not listed as a business in the building's directory; and
- Graphics 71 was not listed as a tenant by the building's landlord.

Because we could not identify a company operating at the location, we researched the State of Florida's records available on www.sunbiz.org and discovered that Graphics 71 is not an entity registered to do business in the State, and the business name was not listed as an alias for a registered Florida business. We also could not find business tax payment records with Miami-Dade County for Graphics 71. We also could not find that Graphics 71 advertised its business using a website. We next reviewed NewmanPR's website and most recent bid proposal (see **Appendix II**), to no avail, for information on possible references about Graphics 71.

³ Exhibit A Marketing Director Job Description from Marketing Director Employment Agreement for Visit Florida Keys.

**Exhibit 1
Example of Graphics 71 Invoice**

Graphics 71			
2140 South Dixie Highway, Suite 203-B Miami, FL 33133 (305) 461-3300			
Client: TDC	January 19, 2022		
Bill to: Stuart Newman Associates 2140 South Dixie Highway, Suite 204 Miami, FL 33133	Invoice # 1926		
JOB DESCRIPTION			
Ground-level still imagery and drone image direction of Old Seven Mile Bridge visuals on Jan. 10, 2022, for distribution to Associated Press, Reuters, Agence France Presse, Getty Images, Keys media, Keys social media platform and additional outlets.			
TYPE OF SERVICE	HOURS	RATE PER HOUR	FEE
Photography	5 @	\$150.00 =	\$750.00
REIMBURSABLE EXPENSES			
ITEM DESCRIPTION	QUANTITY	UNIT PRICE	SUB TOTAL
Digital Transmitter Rental	1	\$75.00	\$75.00
TOTAL EXPENSES:			\$75.00
GRAND TOTAL:			\$825.00

Given the lack of any information on the company, we asked the President of NewmanPR to provide additional information. He stated that this was a company owned and controlled by him and was created 35 years ago for services he provided directly to the firm. In a written response to our follow-up questions, the President of NewmanPR provided additional information, stating:

“Graphics 71 was initiated as a separate entity within Stuart Newman Associates to properly document work done by the outside the scope of work detailed in our client contracts not only with Monroe County, but others as well. Specifically, it focuses on photography, print production and an occasional video production project, that would otherwise be done by an outside vendor.”⁴

⁴ October 26, 2023 Written Response from Stuart Newman, Associates, Inc., page 1 (see **Appendix IV**).

As **Exhibit 1** shows, Graphics 71’s invoice did not indicate that it had any affiliation to, or was a division of, Stuart Newman Associates, Inc. The County requires that all vendors be properly registered to do business in the State of Florida as well with the Internal Revenue Service. The County and the public must have full trust and confidence that the TDC’s Agency of Record for Public Relations will faithfully adhere to all laws and regulations as it carries out the TDC’s public relations goals. Using a nonexistent company to request reimbursement suggests NewmanPR regularly demonstrated a general disregard for the expenditure of public monies.

No Payments Made To Graphics 71

Under the contract provisions, NewmanPR is entitled to be reimbursed for expenses that are included as part of the annual public relations budget approved by the TDC and the County. Moreover, per the contract, “[t]he Firm shall have all expenses placed on invoices that have the proper approved purchase order account number, have been paid for by the agency before being submitted for reimbursement with product or services delivered, and follow other County requirements for payment.”⁵

Our sampled invoices included signed certifications by NewmanPR stating that the agency paid for services rendered by Graphics 71 which NewmanPR certified were paid in full, via check. However, when we asked for evidence of the cancelled checks, NewmanPR stated:

“[f]or the past several years, Sandy has been processing bills from Graphics 71, as with any other vendor. But the check is not cashed. Our bank will not accept a check payable to Graphics 71, so she destroys the checks.”⁶

Stated differently, NewmanPR knowingly submitted erroneous requests for reimbursement to the County. NewmanPR’s bank would not accept a check payable to Graphics 71 because it was a nonexistent company. Therefore, NewmanPR requested, received, and retained funds for a nonexistent expense. Monroe County’s False Claims Ordinance specifically prohibits the County’s vendors or others from “. . . knowingly causing, assisting in causing, or attempting to cause the county to pay claims that are false, fraudulent, or inflated . . .”⁷

It appears that NewmanPR submitted materially misleading and inaccurate claims for reimbursement by certifying that they had made a payment in full to a vendor that did not exist. NewmanPR is obligated, under the terms of their contract, to only request reimbursement for services that have been paid in full and adhere to the County’s requirements for payment.

⁵ Section 3, Part B of the August 17, 2022 Agreement Between Monroe County, Florida and Stuart Newman, Associates, Inc., page 4 (see **Appendix I**).

⁶ October 26, 2023 Written Response from Stuart Newman, Associates, Inc., **Appendix III**, page 123, and Updated October 26, 2023 Written Response from Stuart Newman, Associates, Inc. **Appendix III**, page 127.

⁷ Monroe County Code Article IX.

Improper Duplicate Compensation

We reviewed the County's contract with NewmanPR and found that while photography and production are listed as reimbursable expenses, these services are reimbursable regarding third-party vendors. Since the contract's definition of Key Personnel includes Mr. Newman as both the President of NewmanPR and the TDC Account Supervisor, and Mr. Newman is also solely responsible for work performed by Graphics 71, it is unclear how Graphics 71 services and NewmanPR services are distinguishable. Moreover, NewmanPR's President/TDC Account Supervisor is solely responsible for determining when he will work as the TDC Account Supervisor and when he will work under the Graphics 71 banner. This is especially concerning since NewmanPR has admitted it does not follow Monroe County's purchasing procedures when selecting vendors to perform services (please see report section, **Lack of Procurement Process**).

When asked why the services provided by Graphics 71 are not covered by the scope of services in the contract (and the associated agency fee), NewmanPR's President argued that the services he provides under Graphics 71 are services that are not included in the contract. Specifically:

"it focuses on photography, print production and an occasional video production project, that would otherwise be done by an outside vendor. It is not commonplace for a PR firm to include photography and production charges within a contract, because it is extremely difficult if not impossible to predict what is going to be required within a budget year. To be clear, our contracts with Monroe County have never included producing photography, print production and video production."⁸

It should be noted that prior contracts between the Monroe County and Stuart Newman Associates, Inc. did contain photography and videography provisions. Specifically, the 1989 contract required "*fulfillment of requests for stories and photographs*" and "*compensation...for...photographic development.*" Similarly, the 1994 contract required the agency to "*provide...research for, story and still, video, and TV photographic development*" and "*distribution of stories, photographs and TV materials.*"

As one example of Mr. Newman's possible blurring of the lines between his role as the TDC Account Supervisor versus his work under Graphics 71 is the July 2023 coverage of the Hemingway Days Festival in Key West. As shown in **Exhibit 2**, NewmanPR submitted a Graphics 71 invoice for reimbursement for 16 hours of work: 4 hours on July 20; 8 hours on July 22; and 4 hours on July 23 at a rate of \$155 per hour, plus a digital transmitter rental of \$225 for a total bill of \$2,705. The Graphics 71 work was for news photography of the event plus distribution to news wire sources and social media platforms.

⁸ Ibid., page 1.

Exhibit 2
Graphics 71 Invoice for 2023 Hemingway Days

<p>Graphics 71 2140 South Dixie Highway, Suite 203-B Miami, FL 33133 (305) 461-3300</p>			
Client:	TDC	July 25, 2023	
Bill to:	Stuart Newman Associates 2140 South Dixie Highway, Suite 209 Miami, FL 33133	Invoice # 1953	
<p>JOB DESCRIPTION News photography of 2023 Hemingway Days activities in Key West, July 20-23. Shoot, post-process and distribute to news wire sources including the Associated Press, Thomson Reuters, Agence France Presse, more wires, Keys media and for social media platforms. Also includes video edit of final look-alike round for social media. July 20: 4 hours; July 22: 8 hours; July 23: 4 hours.</p>			
TYPE OF SERVICE	HOURS	RATE PER HOUR	FEE
Photography	16	@ \$155.00	= \$2,480.00
REIMBURSABLE EXPENSES			
ITEM DESCRIPTION	QUANTITY	UNIT PRICE	SUB TOTAL
Digital Transmitter Rental	3	\$75.00	\$225.00
<p>Video link: https://www.facebook.com/reel/808458834091348</p>			
TOTAL EXPENSES:			\$225.00
GRAND TOTAL:			\$2,705.00

Separately, in his role as the TDC Account Supervisor, Mr. Newman submitted a request for reimbursement for his travel to Hemingway Days Festival for the same four-day period that was listed on the Graphics 71 invoice: July 20-23, 2023. As shown in **Exhibit 3**, his travel reimbursement request totaled \$1,207.14 and consisted of: \$941.64 in hotel costs, \$100.50 in mileage reimbursement, and \$165.00 in meals. As further evidence, **Exhibit 4** shows the invoice description provided by NewmanPR to justify the reimbursement of travel expenses as public relations-related.


Exhibit 3 Travel Reimbursement for Hemingway Days

STATE OF FLORIDA VOUCHER FOR REIMBURSEMENT OF TRAVELING EXPENSES			PAYEE <u>Andrew A. Newman</u> SOCIAL SECURITY NO. _____	
HEADQUARTERS <u>Miami, Florida</u>			APPROPRIATION <u>TDC PR</u>	
Check: <input type="checkbox"/> Official <input type="checkbox"/> Temporary			DEPARTMENT <u>Miami, Florida</u>	
RESIDENCE (CITY) _____				

Date	Travel Performed From Point of Origin To Destination	Purpose or Reason (Name of Conference)	Hour of Departure And Hour of Return	Per Diem or Meals	Map Mileage Claimed	Vicinity Mileage Claimed	Incidental Expenses	
							Amount	Type
7/14/23	Islamorada to Marathon	Cover Tour de Turtles	8:00 AM	\$20.00	27			
7/14/23	Marathon to Islamorada	Return	4:00 PM		27			
7/20/23	Miami to Key Largo	TDC Meeting	8:00 AM		55			
	Key Largo to Islamorada	Go home	11:59 AM		23			
7/20/23	Islamorada to Key West	Cover Hemingway Days Festival	2:00 PM	\$40.00	75		\$313.88	Room/Tax
7/21/23	Key West	Cover Hemingway Days Festival		\$15.00			\$313.88	Room/Tax
7/22/23	Key West	Cover Hemingway Days Festival		\$40.00				
				\$15.00			\$313.88	Room/Tax
				\$20.00				
7/23/23	Key West	Cover Hemingway Days Festival		\$15.00				
				\$20.00				
7/23/23	Key West to Islamorada		4:00 PM		75			

I hereby certify or affirm that above expenses were actually incurred by me as a <u>state</u> traveling expenses in the performance of my official duties; attendance at a conference or convention was directly related to official duties of this agency; any travel or expenses incurred in a conference or convention registration fee have been deducted from this travel claim; and that this claim is true and correct in every material particular in every respect in every way as required by the requirement of Section 112.061, Florida Statutes.		281.1 MI.
PAYEE SIGNATURE: _____		67c MI.
DATE PREPARED: 7/25/2023		TOTAL
TITLE: Account Supervisor		\$185.00 \$188.34 \$941.64 \$1,314.98
PURSUANT TO SECTION 112.061 (3) (A), FLORIDA STATUTES, I HEREBY CERTIFY OR AFFIRM TO THE BEST OF MY KNOWLEDGE THE ABOVE TRAVEL WAS ON OFFICIAL BUSINESS OF THE STATE OF FLORIDA AND WAS PERFORMED FOR THE PURPOSE(S) LISTED ABOVE.		(FOR AGENCY USE)
SUPERVISOR SIGNATURE: _____		Per Diem Allowance = \$ ____ / mile Meal or Room = \$ ____ / night Approved by _____ Title _____
SUPERVISOR TITLE: Account Supervisor		EMPLOYEE IN-STATE USE IF EMPLOYEE WORKS IN STATE-ORANGE A-9 USE

Exhibit 4 NewmanPR Invoice 12016

 NEWMANPR SOCIAL • MEDIA • MARKETING	Invoice														
Stuart Newman Associates 2140 S. Dixie Hwy., Ste. 209 • Miami, FL 33133 phone (305) 461-3300 • www.newmanpr.com															
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th>Date</th> <th>Invoice #</th> </tr> <tr> <td>7/26/2023</td> <td>12016</td> </tr> </table>	Date	Invoice #	7/26/2023	12016										
Date	Invoice #														
7/26/2023	12016														
Bill To Monroe County TDC Monroe County Finance Dept. Key West, FL 33040															
Email smcintosh@monroe-clerk.com															
<table border="0" style="width: 100%;"> <tr> <th style="text-align: left;">Description</th> <th style="text-align: right;">Amount</th> </tr> <tr> <td colspan="2" style="font-size: x-small;">Purchase order number: B-PO-1022-00002486 SERVICE LINE NUMBER 2</td> </tr> <tr> <td colspan="2" style="font-size: x-small;">PUBLIC RELATION EXPENSES: PROMOTIONAL -</td> </tr> <tr> <td style="font-size: x-small;">ANDY NEWMAN TRAVEL TO VARIOUS EVENTS, JULY 14 AND JULY 20-23</td> <td></td> </tr> <tr> <td style="font-size: x-small;">Per Diem Meals</td> <td style="text-align: right;">185.00</td> </tr> <tr> <td style="font-size: x-small;">Mileage</td> <td style="text-align: right;">188.34</td> </tr> <tr> <td style="font-size: x-small;">Opal Key; Andy Newman July 20-23</td> <td style="text-align: right;">941.64</td> </tr> </table>	Description	Amount	Purchase order number: B-PO-1022-00002486 SERVICE LINE NUMBER 2		PUBLIC RELATION EXPENSES: PROMOTIONAL -		ANDY NEWMAN TRAVEL TO VARIOUS EVENTS, JULY 14 AND JULY 20-23		Per Diem Meals	185.00	Mileage	188.34	Opal Key; Andy Newman July 20-23	941.64	
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PUBLIC RELATION EXPENSES: PROMOTIONAL -															
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Per Diem Meals	185.00														
Mileage	188.34														
Opal Key; Andy Newman July 20-23	941.64														

In response to our questions about determining the hourly rate charged by Graphics 71, NewmanPR stated:

“The hourly rate is only for actual time spend shooting, editing, and digital post-processing, transmission or in production. I don’t bill travel time, lunch time, etc.”⁹

It appears that NewmanPR received improper duplicate compensation for Mr. Newman’s attendance at the Hemingway Days Festival. Mr. Newman worked the festival as the TDC Account Supervisor at the same time he was working as an employee of Graphics 71.

The Graphics 71 invoice and Mr. Newman’s overlapping travel reimbursement request clearly demonstrate Mr. Newman’s duplicative efforts during the 2023 Hemingway Days Festival. For example, on Thursday, July 20, Mr. Newman left Islamorada at 2 pm to travel to Key West as a NewmanPR employee. At some point on July 20th, Mr. Newman turned into a Graphics 71 employee for four hours but then reverted back to a NewmanPR employee to be reimbursed for supper and lodging. This comingling of roles that are not interchangeable occurred throughout his four-day stay in Key West.

Mr. Newman advised us that he bills his time under Graphics 71 based on start and finish times:

“I track the hours based on a start time and a finish time. Several times, if the project goes beyond a reasonable timeframe due to factors beyond my control – such as weather, etc. – I don’t bill for hours not working. Other vendors do because they are on the job and have committed to the time.”¹⁰

However, when asked for copies of his timesheets, he stated:

“I do not do written time sheets for Graphics 71 invoices.”¹¹

As a result, there is no documentation to support the hours charged by Graphics 71 or other support that the invoices that are submitted are legitimate. Consequently, there are no records available to justify the use of public funds to reimburse NewmanPR for Graphics 71 work.

We also inquired how Mr. Newman’s determined the current \$155 hourly rate for his time that is charged on the Graphics 71 invoices. In response, Mr. Newman stated:

“the hourly rate is determined based on market rates examining other shooters with the same level of experience and knowhow.”¹²

⁹ Ibid., page 2.

¹⁰ Ibid., page 3.

¹¹ November 17, 2023 Written Response from Stuart Newman, Associates, Inc., **Appendix III**, page 152.

¹² October 26, 2023 Written Response from Stuart Newman, Associates, Inc., **Appendix III**, page 123.

However, when asked for copies of the market analyses, Mr. Newman stated:

“I have never performed a market rate analysis. I believe our rates are more than fair.”¹³

Clearly, as TDC’s Public Relations Account Supervisor, Mr. Newman is negotiating with himself, hiring himself, supervising himself, and paying himself when he decides to hold himself out as Graphics 71 to do work for TDC.

Put differently, NewmanPR could provide no objective justification for the rates or hours charged by Mr. Newman and could provide no evidence that NewmanPR made any effort to ensure that the County was given the best pricing for the services provided. It is also worth noting that Mr. Newman charges the same rate for any service provided under Graphics 71, whether it is photography, production, or distributing images to the media or social media platforms.

Through the issuance of a legal analysis (see **Appendix IV**)¹⁴, the Monroe County Attorney is of the view that the services NewmanPR performed under the guise of Graphics 71 are reimbursable because the agency’s contract with the County specifically lists photography and videography expenses as reimbursable. However, this limited legal analysis focused solely on debating whether or not photography and videography services fall under the definition of being a reimbursable expense and failed to address the more troubling issues involving Graphics 71:

- Using a nonexistent company as the conduit, NewmanPR claimed to have made payments eligible for reimbursement when, in fact, the agency made no payments and, therefore, there were no valid reimbursable expenses. NewmanPR requested reimbursement from the County for nonexistent payments made to a nonexistent company.
- NewmanPR is not following Monroe County purchasing policies to ensure that the most qualified and cost-effective third-party vendor is providing services for the TDC; and
- Graphics 71 is not registered as a fictitious name for NewmanPR or registered to conduct business in the State of Florida.

These appear potentially to be material breaches of contract. The lack of oversight by Visit Florida Keys’ marketing director likely created an atmosphere that led to NewmanPR submitting improper and unjustified requests for reimbursement. It is imperative that steps be taken to address the

¹³ November 17, 2023, Written Response from Stuart Newman, Associates, Inc., **Appendix III**, page 152.

¹⁴ In a December 8, 2023 article, the Key West Citizen reported that at the December 6, 2023 Monroe County District 1 Advisory Council meeting, the President of NewmanPR reported that, “. . . an opinion issued by Monroe County Attorney Bob Shillinger and vetted by the Florida Attorney General’s Office had absolved him and his firm of any wrongdoing regarding the double billing alleged in Madok’s audit.” As discussed in this report, the County Attorney’s limited legal analysis did not absolve NewmanPR of wrongdoing. Moreover, we could find no opinion issued by the Florida Attorney General absolving NewmanPR of any wrongdoing.

mismanagement that has occurred under the marketing director's watch including how to handle the potential improper claims submitted by NewmanPR as well as eliminate all appearances of self-dealing. It is essential that the BOCC and TDC take the needed steps to restore the public's trust and confidence in the TDC's business operations. A positive first step in that direction was the suspension of the marketing director.

In an effort to continue improving the public's confidence in the TDC, *we recommend Monroe County take steps to address the materially irregular claims submitted by NewmanPR such as work with an outside public relations consultant to oversee the re-bid the TDC's Public Relations Agency of Record contract.*

Concerns Identified With Sampled Invoices

The TDC tasks the Visit Florida Keys' marketing director with the responsibility to, "manage and monitor all TDC related advertising, website and public relations activities with the contracted agencies and sub-agencies."¹⁵ This includes establishing processes so that appropriate Visit Florida Keys' personnel are reviewing and approving all vendor-related invoices for these services to ensure that the invoice includes sufficient documentation to support that the payment is legitimate and for an approved public purpose.

As part of our audit procedures, we selected two random samples of NewmanPR's types of invoices: (1) a sample of invoices for the public relations agency fee for FY 2022 and FY 2023; and (2) a sample of expense reimbursements for FYs 2021 through 2023. Overall, we found that NewmanPR does not adhere to the terms and conditions of its contract. As summarized below, we found issues with the supporting documentation that was provided as well as issues with the allowability of some of the expenditures that we sampled.

Misleading Certifications

As previously mentioned, some of NewmanPR's invoices submitted to the TDC are requests to reimburse expenses. It is the County's standard practice to require vendors seeking reimbursement to provide proof of payment as part of the supporting documentation before payment will be made. Specifically, the County does not reimburse an expense until the vendor has provided either a copy of a cancelled check, a bank statement, credit card statement, or a bank wire confirmation. The reason that proof of payment must be presented before the County will pay a vendor's reimbursement request is to ensure that the vendor has properly followed through and paid the expense they incurred. In other words, the proof of payment is irrefutable confirmation that the vendor has fully honored the obligations they incurred on behalf of the County before receiving public funds.

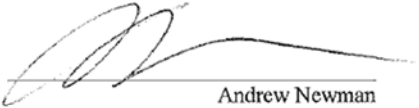
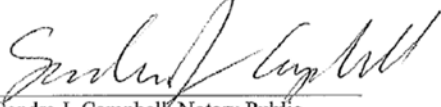

However, over time, this strict documentation requirement was loosened for NewmanPR when they sought reimbursement of expenses. In lieu of proof of payment, NewmanPR was allowed to provide a notarized statement certifying that the vendor invoices submitted for reimbursement had been paid in full. As stated in Section 3(B) of NewmanPR's contract with Monroe County, the agency cannot request reimbursement of an expense until "[a]ll reimbursable expenditures . . . have been paid for by the agency to the vendor before being submitted for reimbursement with product or services delivered and follow other County requirements for payment."

¹⁵ Exhibit A Marketing Director Job Description from Marketing Director Employment Agreement for Visit Florida Keys.

For a number of years, both the TDC and the Clerk's Office have relied on the truthfulness of NewmanPR's notarized statements as proof that the checks listed were cashed and cleared the bank. **Exhibit 5** provides an example of such a certification. It is not clear when the decision was made or who made the decision to no longer require NewmanPR to provide actual proof of payment.


Our sampling found that most certifications were misleading. In addition to the destruction of checks made payable to Graphics 71, we found instances where checks were not paid in full as certified and instances where the actual amount paid to a vendor were less than the amount certified as paid.

Exhibit 5
Example of Notarized Certification

<p>Stuart Newman Associates, Inc. 2140 S Dixie Highway Ste 209 Coconut Grove, FL 33133</p> <p>September 20, 2023</p> <p>Finance Office, Monroe County Courthouse Key West, FL 33040 RE: MCTDC invoice</p> <p>This is to certify that the vendor invoices submitted under 12067, 12068, 12069, 12070, 12071, 12072, 12073, 12074, 12075, 12076, 12077 have been paid in full by the checks denoted below. Also, this is to certify that any in-house items included on these invoices have been satisfactorily produced and utilized in fulfillment of Monroe County Tourist Development Council public relations and promotional projects.</p> <p style="text-align: right;"> Andrew Newman President</p> <p>Sworn before me this 20th day of September, 2023.</p> <p> Sandra J. Campbell, Notary Public My commission expires March 10, 2027</p> <p style="text-align: right;"></p>

Actual Amount Paid To A Vendor Less Than Certified Amount. Our testing revealed that NewmanPR regularly requested the TDC to reimburse the full invoice amount billed by its European subcontractor, KBC, despite NewmanPR paying less than the full amount. For example, as shown in **Exhibit 6**, NewmanPR submitted four invoices to the TDC dated August 16, 2023 and August 23, 2023, requesting to be reimbursed for payments made to KBC. **Exhibit 7** shows how much NewmanPR wired to KBC on August 16, 2023, to pay for these invoices.

**Exhibit 6
NewmanPR Invoices
Requesting Reimbursement for Paid KBC Invoices**

 <p style="text-align: center;">Stuart Newman Associates 2140 S. Dixie Hwy., Ste. 209 • Miami, FL 33133 phone (305) 461-3300 • www.newmanpr.com</p>	<p>Invoice</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Date</th> <th style="width: 50%;">Invoice #</th> </tr> <tr> <td style="text-align: center;">8/16/2023</td> <td style="text-align: center;">12032</td> </tr> </table>	Date	Invoice #	8/16/2023	12032
Date	Invoice #				
8/16/2023	12032				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;"> Bill To Monroe County TDC Monroe County Finance Dept. Key West, FL 33040 </td> </tr> <tr> <td> Email smcintosh@monroe-clerk.com </td> </tr> </table>		Bill To Monroe County TDC Monroe County Finance Dept. Key West, FL 33040	Email smcintosh@monroe-clerk.com		
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Description	Amount				
Purchase order number: B-PO-1022-00002486 SERVICE LINE NUMBER 4 PUBLIC RELATION EXPENSES: PROFESSIONAL SERVICES - KBC Public Relations & Marketing #INV-2425 - Contract Service	18,750.00				



 <p style="text-align: center;">Stuart Newman Associates 2140 S. Dixie Hwy., Ste. 209 • Miami, FL 33133 phone (305) 461-3300 • www.newmanpr.com</p>	<p>Invoice</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Date</th> <th style="width: 50%;">Invoice #</th> </tr> <tr> <td style="text-align: center;">8/16/2023</td> <td style="text-align: center;">12034</td> </tr> </table>	Date	Invoice #	8/16/2023	12034
Date	Invoice #				
8/16/2023	12034				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;"> Bill To Monroe County TDC Monroe County Finance Dept. Key West, FL 33040 </td> </tr> <tr> <td> Email smcintosh@monroe-clerk.com </td> </tr> </table>		Bill To Monroe County TDC Monroe County Finance Dept. Key West, FL 33040	Email smcintosh@monroe-clerk.com		
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Exhibit 6 (con't)
NewmanPR Invoices
Requesting Reimbursement for Paid KBC Invoices

		Invoice					
Stuart Newman Associates 2140 S. Dixie Hwy., Ste. 209 • Miami, FL 33133 phone (305) 461-3300 • www.newmanpr.com							
Bill To Monroe County TDC Monroe County Finance Dept. Key West, FL 33040		<table border="1"> <tr> <th>Date</th> <th>Invoice #</th> </tr> <tr> <td align="center">8/23/2023</td> <td align="center">12038</td> </tr> </table>	Date	Invoice #	8/23/2023	12038	
Date	Invoice #						
8/23/2023	12038						
Email smcintosh@monroe-clerk.com							
<table border="1"> <thead> <tr> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td> Purchase order number: B-PO-1022-00002486 SERVICE LINE NUMBER 2 PUBLIC RELATION EXPENSES: PROMOTIONAL - KBC Public Relations & Marketing Ltd. INV-2193 General Expenses </td> <td align="right">18,627.52</td> </tr> </tbody> </table>		Description	Amount	Purchase order number: B-PO-1022-00002486 SERVICE LINE NUMBER 2 PUBLIC RELATION EXPENSES: PROMOTIONAL - KBC Public Relations & Marketing Ltd. INV-2193 General Expenses	18,627.52		
Description	Amount						
Purchase order number: B-PO-1022-00002486 SERVICE LINE NUMBER 2 PUBLIC RELATION EXPENSES: PROMOTIONAL - KBC Public Relations & Marketing Ltd. INV-2193 General Expenses	18,627.52						


		Invoice					
Stuart Newman Associates 2140 S. Dixie Hwy., Ste. 209 • Miami, FL 33133 phone (305) 461-3300 • www.newmanpr.com							
Bill To Monroe County TDC Monroe County Finance Dept. Key West, FL 33040		<table border="1"> <tr> <th>Date</th> <th>Invoice #</th> </tr> <tr> <td align="center">8/23/2023</td> <td align="center">12039</td> </tr> </table>	Date	Invoice #	8/23/2023	12039	
Date	Invoice #						
8/23/2023	12039						
Email smcintosh@monroe-clerk.com							
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Description	Amount						
Purchase order number: B-PO-1022-00002486 SERVICE LINE NUMBER 2 PUBLIC RELATION EXPENSES: PROMOTIONAL - KBC Public Relations & Marketing Ltd. INV-2431 German Expenses	4,909.09						

Exhibit 7
August 16, 2023 NewmanPR Bank Wire To KBC¹⁶

		PAGE 1 OF 1 BANK OF AMERICA, N.A. WIRE TRANSFER ADVICE 1 FIRST WAY PA6-580-04-05 SCRANTON, PA 18507
P.O. Box 15284 Wilmington, DE 19850		
STUART NEWMAN ASSOCIATES, INC. 2140 S DIXIE HWY STE 209 MIAMI, FL 33133-2464		DATE: 08/16/23 DIRECT INQUIRIES TO: 800.729.9473 OPTION 2 ACCOUNT: XXXXXX
THE FOLLOWING WIRE WAS DEBITED TODAY:		USD AMOUNT \$52,872.67
TRANSACTION REF: RELATED REF: ORIGINATOR: INSTRUCTING BANK: BENEFICIARY: BENEFICIARY'S BANK: INTERMEDIARY BANK: RECEIVING BANK:	STUART NEWMAN ASSOCIATES, INC. CONSUMER KBC PR & MARKETING LTD HSBC UK BANK PLC HSBC BANK PLC RE HBUX HSBC BANK USA, NA	SERVICE REF: 438054 ID: XXXXXXXX ID: ID: ID:
PAYMENT DETAIL: FL KEYS AND KEY WEST POP OPERATING EXPENSES		

¹⁶ Detailed banking account information was redacted from Exhibit 7.

As **Table 2** shows, KBC's invoices billed to NewmanPR agreed with the amount NewmanPR invoiced TDC. While the TDC reimbursed NewmanPR for the full amount KBC invoiced, the amount NewmanPR actually wired to KBC was less than the invoiced amount.

<u>NewmanPR Invoice Number</u>	<u>Amount Invoiced To TDC For Reimbursement</u>
12032	\$ 18,750.00
12034	411.58
12034	10,209.48
12038	18,627.52
12039	4,909.09
Amount Billed To TDC By NewmanPR	\$ 52,907.67
Amount Wired To KBC By NewmanPR	52,872.67
Amount Overbilled By NewmanPR	\$ 35.00

We found that NewmanPR retains \$35 from every wire sent to KBC to recoup the banking wire fee. While this appears to be an agreed-upon arrangement between NewmanPR and KBC, it is not an agreed-upon arrangement between NewmanPR and the TDC. Banking charges of this nature are not an allowable cost reimbursed by the County. This is a cost of doing business that NewmanPR is expected to assume and not pass on to the County for reimbursement. Submitting an invoice for reimbursement with an inaccurate amount is not transparent and could be construed as an intent to mislead by NewmanPR.

Checks Not Paid As Certified. From our sample, we found a recurring pattern where NewmanPR requested TDC reimburse expenditures that were not yet paid in full even though NewmanPR certified that they were paid in full. To provide an example of this prevalent practice, **Exhibit 8** shows that NewmanPR certified that their invoice 11878 was paid in full at the time they submitted the request to the TDC for payment.


Exhibit 8
Certification That Invoice 11878 Was Paid In Full As of February 28, 2023

Stuart Newman Associates, Inc.
 2140 S Dixie Highway Ste 209
 Coconut Grove, FL 33133

February 28, 2023

Finance Office, Monroe County Courthouse
 Key West, FL 33040
 RE: MCTDC invoice

This is to certify that the vendor invoices submitted under 11867, 11868, 11869 11870, 11871, 11872, 11873, 11874, 11875, 11876, 11877, 11878, 11879, 11880, 11881, 11882, 11883, 11884 have been paid in full by the checks denoted below. Also, this is to certify that any in-house items included on these invoices have been satisfactorily produced and utilized in fulfillment of Monroe County Tourist Development Council public relations and promotional projects.


 Andrew Newman
 President

As **Exhibit 9** shows, NewmanPR's invoice 11878 was dated February 28, 2023.

Exhibit 9
NewmanPR Invoice 11878


		Invoice																	
Stuart Newman Associates 2140 S. Dixie Hwy., Ste. 209 • Miami, FL 33133 phone (305) 461-3300 • www.newmanpr.com		<table border="1"> <tr> <th>Date</th> <th>Invoice #</th> </tr> <tr> <td>2/28/2023</td> <td>11878</td> </tr> </table>	Date	Invoice #	2/28/2023	11878													
Date	Invoice #																		
2/28/2023	11878																		
<table border="1"> <tr> <td> Bill To Monroe County TDC Monroe County Finance Dept. Key West, FL 33040 </td> <td></td> </tr> </table>		Bill To Monroe County TDC Monroe County Finance Dept. Key West, FL 33040																	
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Exhibit 10 shows that the date of the check written to NewmanPR’s vendor was February 28, 2023 while the cancelled check shows that this invoice was not negotiated until March 15, 2023; fifteen days after the date that NewmanPR certified the check being paid.

**Exhibit 10
NewmanPR Check 1278 Cashed March 15, 2023**

Check number: 1278 | Amount: \$600.00



Checks

Date	Check #	Amount
03/06/23	1276	-800.00
03/15/23	1278*	-600.00

After the audit turned up repeated instances where NewmanPR’s certifications were unreliable, the Clerk’s Office took immediate action to require all TDC’s vendors requesting reimbursement of expenses, including NewmanPR, to comply with the County’s proof of payment documentation requirements. Given the materiality of this audit’s findings, the Clerk’s Office will no longer accept NewmanPR’s signed certification as evidence payments were made to vendors in full.

Moving forward, *we recommend the TDC critically review NewmanPR’s reimbursement requests to ensure that NewmanPR is requesting reimbursement for only expenses that have been paid in full and is requesting reimbursement for only allowable expenses.* Further, *we recommend the BOCC take appropriate actions to address NewmanPR’s potential breach of contract for submitting unallowable reimbursement requests for payment.*

Invoicing Before Services Rendered

NewmanPR is paid a monthly public relations agency fee. This fee represents compensation “. . . for the performance of all public relations staffed services outlined within the Scope of Services as defined by this Agreement and the approved fiscal year Marketing Plan . . .”¹⁷ The contract

¹⁷ Section 3, Part A of the August 17, 2022 Agreement Between Monroe County, Florida and Stuart Newman,

further states that NewmanPR “. . . shall submit to the TDC monthly billings in arrears for one-twelfth (1/12) of the annual agency fee.”¹⁸ In FY 2023, the annual agency fee was \$733,688, or \$61,140.67 monthly.

Our review of invoices found that NewmanPR frequently requested payment of the agency fee earlier than allowed by the contract. Moreover, as shown in **Table 3**, some invoices were sent weeks early.

<u>Invoice Number</u>	<u>Month Services Provided</u>	<u>Actual Invoice Date</u>	<u>Earliest Allowable Invoice Date</u>	<u>Days Invoiced Early</u>
11435	November 2021	11/10/2021	12/01/2021	21
11708	September 2022	09/07/2022	10/01/2022	24
11770	November 2022	11/01/2022	12/01/2022	30
11969	July 2023	07/05/2023	08/01/2023	27
12050	September 2023	09/01/2023	10/01/2023	30

When asked why NewmanPR does not submit their agency fee in arrears as required, NewmanPR replied that it has been their practice to invoice for the monthly fee in the middle of the month so they will be paid by the end of the month. However, their desire to be paid by the end of the month before services have been fully rendered is in direct conflict with the terms of their agreement with the County.

Our sample found other instances where NewmanPR regularly submitted reimbursement requests before services were fully rendered; primarily, the monthly stringer/web editor services. Stringer services are services provided by correspondents who provide writings on assigned markets of the Florida Keys (e.g., Lower Keys/Key West, Upper Keys/Middle Keys, LGBTQ+ market). The web editor is responsible for overseeing the editorial content of the TDC’s website and social media accounts.

Of the 21 stringer and web editor reimbursement requests sampled, NewmanPR submitted 15 requests (71.4 percent) before the services were delivered. As shown in **Table 4**, NewmanPR regularly submitted these subcontractor invoices several days before services were delivered.

Associates, Inc., page 4 (see **Appendix I**).
¹⁸ Ibid., page 4.

**Table 4
NewmanPR Requests for
Reimbursing Stringer Services**

<u>Invoice Number</u>	<u>Month Services Provided</u>	<u>Actual Invoice Date</u>	<u>Earliest Allowable Invoice Date</u>	<u>Days Invoiced Early</u>
11196	November 2020	11/17/2020	12/01/2020	13
11269	March 2021	03/16/2021	04/01/2021	14
11298	May 2021	05/11/2021	06/01/2021	20
11551	April 2022	04/13/2022	05/01/2022	17

When asked why NewmanPR submits these subcontractor invoices before services are fully rendered, the response was identical to the pre-billing of its agency fee. Basically, it is the agency’s standard practice to ensure that they are paid by the end of the month that the services were provided rather than waiting to be paid in arrears. However, this is in conflict with the terms of NewmanPR’s contract with Monroe County.

It is not clear why NewmanPR is allowing its subcontractors to invoice before they render services. Allowing their subcontractors to pre-bill gives the appearance that NewmanPR is not properly managing these subcontractors. It leaves the impression that NewmanPR is simply rubberstamping these invoices for payment. Submitting the stringers’ invoices before services have been rendered demonstrates a level of complacency on behalf of NewmanPR and, as a result, the appearance agency may not even be confirming that services have been performed or have been performed sufficiently.

As TDC’s Public Relations Agency of Record, the County expects NewmanPR to be critically managing and evaluating the performance of these subcontractors including verifying that they are properly performing their services before making payment. Once NewmanPR verifies services have been fully delivered, the agency should then pay these subcontractors. Once it can demonstrate that the services have been rendered and paid in full, NewmanPR is then entitled to request reimbursement from the County.

The TDC needs to ensure that its Public Relations Agency of Record is fully complying with the terms of its contract including ensuring that services are fully rendered before requesting reimbursement. *We recommend that TDC require NewmanPR to bill in arrears, provide evidence that services have been fully rendered, and have been paid in full before requesting reimbursement from the County.*

No Documentation To Substantiate Performance

In accordance with the contract between Monroe County and NewmanPR, the agency is to subcontract with Keys-based individuals to provide for an Upper Keys/Middle Keys stringer,

Lower Keys/Key West stringer, and an LGBTQ+ market stringer. In addition, NewmanPR maintains a subcontract with a social media/web editor. We reviewed the contracts between the stringers/web editor and NewmanPR.

Each subcontract requires reporting:

- The LGBTQ+ contract requires monthly reports of all activities expended on behalf the TDC.
- The Lower Keys/Key West stringer contract requires a monthly report of all activities and hours expended on behalf of the agency.
- The Upper Keys/Middle Keys stringer contract requires contributions to the agency’s six-week report of all activities expended on behalf of the TDC.

We requested copies of the reports for the Keys stringers for October 2022 through October 2023 and the LGBTQ+ stringer for January 2022 to April 2023. The response from NewmanPR’s President/TDC Account Supervisor stated:

“In order to streamline the process and keep our stringers engaged in work that benefits TDC, we no longer require monthly reports from them. Rather, we meet via Zoom twice a week to evaluate the status of projects and work needed and completed. In the end, all work is reflected in our six-week reports to the TDC and District Advisory Committees.”¹⁹

We next reviewed the information contained within the TDC meeting packets and found that, while there are passing references to stringers and the web editor, there is not sufficient information to identify the work performed by each contractor to substantiate their performance or the number of hours worked.

This is concerning since two of the subcontracted stringers serve in dual roles. The Upper Keys/Middle Keys stringer also is subcontracted to serve as TDC’s social media/web editor. Likewise, the Lower Keys/Key West stringer is engaged by NewmanPR also to be TDC’s Senior Account Executive. As required by Section 2(A) of its contract with Monroe County, NewmanPR is obligated to provide key personnel, such as a Senior Account Executive, as part of its agency fee.

Even more concerning is that the scope of services required of the Lower Keys/Key West stringer (see **Appendix IV**) is almost indistinguishable from the scope of services required of NewmanPR’s Senior Account Executive (see **Appendix V**). If there is no documentation of hours expended to support the duplicative work performed under each of these subcontracts, it is difficult to understand why any of the work performed would qualify as reimbursable.

¹⁹ November 17, 2023 Written Response from Stuart Newman, Associates, Inc., **Appendix III**, page 152.

As part of our standard audit procedures, we requested copies of NewmanPR's payroll records as allowed by the terms of its contract with Monroe County. However, NewmanPR was not able to provide the requested time records or related payroll records as explained by NewmanPR's attorney:

“All of NewmanPR's employees are salary/exempt and do not turn in payroll timecards. . . . Additionally, Key Personnel assigned to the NewmanPR clients or jobs do not maintain time sheets or job cards where they identify time associated with performing tasks for specific clients and the contract with the County does not require them to do so.”²⁰

Despite NewmanPR's conclusion that their contract with the County does not require them to maintain time sheets or job cards, Section 7 of the contract specifically states, “Contractor shall maintain all books, records, and documents directly pertinent to performance under this agreement in accordance with generally accepted accounting principles.”²¹ Payroll records that were requested for this audit are a standard expectation of any contractor who does business with the County.

Moreover, without sufficient records, we were unable to determine if the County is receiving a reasonable amount of work for the contracted amount and if the dual roles/contracts are a reasonable business decision. In addition, NewmanPR is required to maintain: “subcontract files”, “correspondence”, and “any other supporting evidence...to substantiate charges related to [the] agreement.” The absence of records related to the agreement appears to be a material breach of the contract and, in turn, provides the appearance of unjustified compensation.

We recommend the TDC require NewmanPR to provide supporting time records and activity reports for its subcontractors that clearly document and differentiate the work of the dual-role staff. We also recommend the TDC consider discontinuing the practice of allowing NewmanPR to be reimbursed for staff who also perform similar duties paid for through its agency fee.

Questionable Costs and Documentation

As part of our testing, we reviewed the expenses reimbursed to NewmanPR to verify allowability, reasonableness, and whether they served a valid public purpose. Further we reviewed the documentation submitted by NewmanPR to confirm that the documentation supported the expense. Our review found instances of questionable documentation used to support the reimbursement request as well as instances where reimbursed expenses appeared to be not allowable.

²⁰ December 21, 2023 Email Response from Stuart Newman, Associates, Inc., **Appendix III**, page 148.

²¹ Section 7 Contractor's Financial Records and Right to Audit, August 17, 2022 Agreement Between Monroe County, Florida and Stuart Newman, Associates, Inc., page 6 (see **Appendix I**).

Questionable Documentation. Our review included an example where NewmanPR submitted a reimbursement request for a hotel stay in Key West for two nights. The purpose of the two-night stay was for NewmanPR’s media manager to assist a travel writer which is an expected and reasonable expenditure to be incurred and subsequently reimbursed.

As shown in **Exhibit 11**, NewmanPR originally submitted an invoice to the TDC to be reimbursed \$774 for the media manager’s lodging. On October 5, 2023, the TDC submitted this lodging invoice to the Clerk’s Office for payment. The lodging invoice was dated October 1, 2023, for occupying the hotel’s Green Room. The Clerk’s Office sent the invoice back to the TDC questioning why the lodging invoice did not have the media manager’s name as the room’s occupant. The guest’s name on the lodging invoice was neither the name of the media manager nor the travel writer.

On October 6, 2023, the TDC resubmitted the reimbursement request to the Clerk’s Office with a revised invoice with the media manager’s name as shown in **Exhibit 12**. Upon review of the new submission, the Clerk’s Office discovered that the invoice was an exact replica of the original invoice with the only change to the guest’s name as evidenced by the confirmation code being the same as the original invoice submitted. The guest’s name was changed from the unknown person to the media manager’s name. The re-submitted receipt left the impression that the original receipt could have been improperly altered.

**Exhibit 11
Original Supporting Documentation**

Guest Invoice		
Confirmation code #GY-2xixAe7h		Issue date Oct 1, 2023
Reservation information		
Guest Name Adriana Sol		
Check-in Sep 6, 2023		
Property Green Room at the Grand Maloney by Brightwild		
Check-in	Check-out	Number of guests
09/29/2023	09/30/2023	1 Adult, 0 Children, 0 Infants
Company information		
Company Name	Address	
Brightwild	506 Fleming St Key West 33040 US	
Phone number	Email	
+1 210 404 4068	Info@brightwild.com	
Invoice		
2 Night(s)		\$638.00
Cleaning fee		\$70.00
Local Tax		\$51.60
City Tax		\$34.40
Total		\$774.00
Paid		\$774.00
Payment amount		\$0.00

Exhibit 12
Revised Lodging Invoice – Second Submission

Guest Invoice

Confirmation code #GY-2xinAe7h Issue date Oct 1, 2023

Reservation information

Guest Name
Ashley Serrate

Room date
Sep 6, 2023

Property
Green Room at the Grand Maloney by Brightwild

Check-in	Check-out	Number of guests
09/28/2023	09/30/2023	1 Adult, 0 Children, 0 Infants

Company information

Company Name	Address
Brightwild	506 Fleming St Key West 33040 US

Phone number	Email
+1 2104044068	info@brightwild.com

Invoice

2 Night(s)	\$618.00
Cleaning fee	\$70.00
Local Tax	\$51.60
City Tax	\$34.40
Total	\$774.00
Paid	\$774.00
Payment amount	\$0.00

Adding confusion, when reviewing the trip itinerary provided by NewmanPR, it was discovered that the lodging invoice’s confirmation code was listed as being another party’s room and a different confirmation code was assigned to the media manager. This discrepancy suggested that the invoice was not actually the media manager’s invoice. Neither NewmanPR nor the TDC provided any explanation or documentation for the changes in the name, why the individual on the original invoice was not on the itinerary, and why the itinerary reflected a third person who should be on the invoice. Moreover, no proof of payment was provided. The invoice was returned for a second time.

To gain an understanding of what may have transpired for this lodging stay, we contacted the hotel directly to ask how they do reservations and invoicing. We also asked the hotel if they could confirm whether NewmanPR’s media manager stayed at their hotel on the dates indicated.


The hotel stated that their system only identifies who reserved the room, not who stayed in the room. Therefore, any invoice generated would not reflect the actual lodger’s name if they did not make the reservation. We also discovered that the name on the invoice was the hotel’s public relations agent and, when asked, the hotel confirmed that the agent made the room arrangements on behalf of NewmanPR and the travel writer. The hotel explained they provided one

complimentary room and one room at a discounted price. The hotel could not identify which individual stayed in which room. Thus, it appears as if the invoice was modified to reflect NewmanPR's media manager rather than the unaffiliated party. Again, it appears that the lodging invoice was altered.

On December 7, 2023, the TDC resubmitted the reimbursement request a third time. This time, a different lodging invoice was submitted for the media manager's stay (see **Exhibit 13**). As part of this submission, NewmanPR also provided evidence that the agency had an actual out-of-pocket expense of \$669.72.

The resubmitted lodging invoice, dated as being issued on December 4, 2023, now showed that the hotel's Yellow Room, rather than Green Room, was occupied by NewmanPR's media manager. The revised invoice also showed a different confirmation code from the previous lodging invoice. This time, the confirmation code matched the confirmation code listed for the media manager on the trip's itinerary. More importantly, the resubmitted lodging invoice reflected a charge of \$669.72 which is \$104.28 less than the original invoice submitted by NewmanPR.

Exhibit 13
Revised Lodging Invoice – Third Submission



Guest Invoice

Confirmation code #GY-mG2x7ria | Issue date: Dec 4, 2023

Reservation information

Guest Name
Nithya Serran

Issue date
Sep 6, 2023

Property
Yellow Room at Grand Maloney by Brightwild

Check-in	Check-out	Number of guests
09/28/2023	09/30/2023	1 Adult, 0 Children, 0 Infants

Company information

Company Name	Address
Brightwild	506 Fleming St Key West 33040 US

Phone number: +1 2104044068 | Email: info@brightwild.com

Invoice

2 Night(s)	\$618.00
Cleaning fee	\$70.00
Friends + Family	-\$92.70
Local Tax	\$44.65
City Tax	\$29.77
Total	\$669.72
Paid	\$669.72
Payment amount	\$0.00

In another example of problematic documentation, NewmanPR submitted a reimbursement request for a \$20.08 gratuity paid by one of its media managers for a dinner for a social media influencer (**Exhibit 14**). The documentation indicated this dinner was on September 12, 2023, from 8 PM to 9:08 PM.

Exhibit 14
NewmanPR Gratuity Reimbursement Request

TOURIST DEVELOPMENT COUNCIL REIMBURSEMENT REQUEST	
NAME: <u>Sydney Cook</u>	TITLE: <u>Media Relations Manager</u>
SOCIAL SECURITY NO.: _____	ACCOUNT NO.: _____
DEPARTMENT: <u>NewmanPR</u>	STATEMENT OF PURPOSE: <u>Media Dinner for Kristina Makushenko</u>
DESTINATION OR LOCATION: <u>Islamorada</u>	
START DATE/TIME: <u>9/12/23 8 p.m.</u>	FINISH DATE/TIME: <u>9/12/23 9:08 p.m.</u>
A. PUBLIC TRANSPORTATION: _____ (ATTACH SUPPORTING DOCUMENTATION)	
CHARGED TO COUNTY: _____	YES _____ NO _____
B. OTHER TRANSPORTATION - WHAT KIND: _____	
C. USE OF PERSONAL CAR	
FROM: _____	TO: _____
TOTAL MILES: _____	AT _____ PER MILE, TOTAL COSTS: \$ _____
D. HOTEL (ATTACH DETAILED RECEIPT): _____	\$20.08-
E. REGISTRATION OR OTHER FEE (ATTACH DETAILED RECEIPT): _____	\$ _____
F. MEALS (ATTACH RECEIPTS)	
BREAKFAST	\$ _____
LUNCH	\$ <u>20.08</u> (<i>gratuity only</i>)
DINNER	\$ _____
<small>ACTUAL COSTS ONLY IF MEETING WITH TRAVEL WRITERS, TOUR BROKERS, OR OTHERS CONNECTED WITH THE TOURIST INDUSTRY OR WHILE ATTENDING OR TRAVELING IN CONNECTION WITH TRAVEL OR TRADE SHOWS, OTHERWISE SECTION 112.061, FLORIDA STATUTES LIMITS PERMISSIBLE REIMBURSEMENTS.</small>	

The second receipt, which does show payment of a gratuity, is dated two days later, September 14, 2023, at 3:58 PM (**Exhibit 16**). The \$20.08 receipt supports the purchase of a sparkling water for \$1.08 and a \$19 tip. However, the credit card number on the second receipt is not the same card number as the first receipt and the first receipt already reflects a \$1.08 charge. NewmanPR did not provide an explanation for all the noted discrepancies and inconsistencies as part of its reimbursement submission.

Rather, on a separate NewmanPR invoice, we subsequently discovered a brief explanation of the circumstances surrounding the September 12th meal: the social media influencer did not understand that a gratuity is expected when given a complimentary meal. After being contacted by the restaurant, NewmanPR agreed to cover the gratuity. While this explanation appears reasonable, it also confirms that the gratuity is not an allowable reimbursable expense. The influencer's itinerary for the trip specifically states that tips and gratuities are the responsibility of the influencer, not the County. It is not the responsibility of the County to cover the oversights and mistakes made by NewmanPR's staff or the social media influencer.

Exhibit 15
Meal Receipt dated 9/12/2023

Server: Jasmin	09/12/2023
Table 82/1	9:08 PM
Guests: 2	40008
Reprint #: 1	
Chipsy Cheese	15.00
Soft Coke	4.00
Manana Fried Roti	10.00
Spicy Tuna Sushi Roll	18.00
Coffee (2 @4.00)	8.00
Vegetables	29.00
Grilled Chicken	
Macaroni	11.00
Subtotal	95.00
Complimentary	-94.00
Excise Sub Total	1.00
Tax	0.08
Total	1.08

Exhibit 16
Receipt for Purchase of Water dated 9/14/2023

Server: Jasmin	09/14/2023
Table 1/1	3:58 PM
Guests: 1	10002
Reprint #: 1	
Sparkling Water	1.00
Subtotal	1.00
Tax	0.08
Total	1.08
VISA #XXXXXXXXXXXX1877	1.08
Tip	19.00
Total	20.08
Auth: 04245G	
Grand Total	20.08
Balance Due	0.00

We want to emphasize the main issue is not the amount of the questionable reimbursement request but NewmanPR's willingness to submit questionable receipts to support their requests for reimbursement rather than simply provide a transparent explanation for unusual or extraordinary transactions.

Questionable Reimbursed Expenses. Our invoice testing also uncovered instances where NewmanPR was reimbursed for unallowable costs per the contract with Monroe County or per NewmanPR's contracts with its subcontractors. These unallowable costs ranged from minor to material. For example, NewmanPR's subcontractor agreements specifically state that insurance costs for rental cars are not reimbursable. However, NewmanPR regularly reimbursed its subcontractors for this type of expenditure.

Another example is where a NewmanPR's subcontractor attended a conference and billed both the conference registration fee plus \$608 in meal per diem for the duration of the conference. In turn, NewmanPR sought reimbursement for these expenses from the TDC. However, upon further review, the conference's registration fee included all meals. Florida statutes clearly prohibits payment of per diem if the cost of the meals is covered by the registration fee.

Similarly, NewmanPR inappropriately and regularly invoiced the TDC to be reimbursed for the LGBTQ+ stringer's attendance at Key West Business Guild events. The contract between the LGBTQ+ stringer and NewmanPR pays the stringer a flat monthly rate of \$2,350 to perform a variety of duties including representing NewmanPR at meetings of the Key West Business Guild. Since attendance at the Key West Business Guild meetings is clearly identified under NewmanPR's scope of services as a service to be provided as part of their annual agency fee, these expenses should not have been reimbursed by the TDC.²²

A final example of unallowable costs was an expenditure related to a contract NewmanPR signed in June 2022 for a TV show to film an episode in the Florida Keys. The contract included reimbursement for a meal per diem of up to \$55 per day for six people for six days which is a maximum expense of \$1,980. However, the company billed NewmanPR for seven people at a rate of \$75 per day for a total of \$3,150. Beyond the meal per diem expense, the company also billed NewmanPR for parking (\$142.66) and one extra airfare (\$408.59). Because NewmanPR did not adhere to the terms of its contract with the production company, the agency invoiced and was paid \$1,721.25 in unallowable costs.

In isolation the issues discovered in our sampling may appear to be of no significance. However, the errors and inaccuracies our audit sample uncovered in NewmanPR's invoices, when considered as a whole, demonstrate a fiscal arrogance on the part of the vendor as well as a lack of regard for the expenditure of public funds.

Further, the intent of randomly sampling NewmanPR invoices was to determine the reasonableness and validity of the invoices presented to the TDC for payment. From the number of errors noted in our limited sampling, it appears that the deficiencies are widespread and the controls the TDC currently has in place do not effectively monitor and identify questionable and/or unallowable expenditures being submitted with NewmanPR reimbursement requests. Therefore, *we recommend the TDC generate purchase orders to monitor/track NewmanPR's activities approved in TDC's annual marketing plan as well as monitor/track NewmanPR's subcontracts.*

Purchase orders would provide a check that only allowable expenditures are incurred. This is because a purchase order would require NewmanPR to provide documentation upfront such as

²² Section 2 Scope of Services, Part M of the August 17, 2022 Agreement Between Monroe County, Florida and Stuart Newman, Associates, Inc., page 4 (see **Appendix I**).

agreements, arrangements, and estimated expenditures before these trips take place so there is an overall understanding of what to expect when reimbursement requests are submitted. Likewise, TDC could generate an annual purchase order for each of NewmanPR's subcontractors. This will ensure that all parties, including the TDC and the Clerk's Office, are familiar with the terms and conditions of these agreements.

Finally, Section 7 of NewmanPR's contract with Monroe County states, "If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running from the date the monies were paid to the Contractor." In accordance with this contract provision, *we recommend, at a minimum, NewmanPR be required to repay with interest all unallowable costs that were identified as part of our audit testing. We also recommend Monroe County seek monetary recovery from NewmanPR as well as impose other available sanctions against this vendor as allowed by state and local laws.*

Lack of Procurement Process

As TDC's Public Relations Agency of Record, NewmanPR is given the authority to subcontract for certain services such as international or special market public relations agencies. As indicated in their contract with Monroe County, NewmanPR is expected to procure these contracts consistent with Monroe County's Purchasing Policy. As discussed earlier, the County's purchasing policies and procedures are designed to secure economy in the expenditure of County funds and are intended to promote actual, honest, and effective competition and protect the taxpayers from collusive contracts, favoritism, fraud, extravagance, and improvidence. It is incumbent upon the Agency of Record to adhere to similar procedures when entering into contractual arrangements on behalf of the TDC and the County. Further, it is the responsibility of the Visit Florida Keys' marketing director to, "manage and monitor all TDC related advertising, website and public relations activities with the contracted agencies and sub-agencies."²³

Table 5 provides a listing of some of NewmanPR's subcontractors. As is evidenced from this listing, a material amount of public funds is paid to these subcontractors; over \$600,000 annually. As a result, there is an expectation that the Visit Florida Keys' marketing director is ensuring that NewmanPR is adhering to purchasing policies that are consistent with the County's purchasing policies.

²³ Exhibit A Marketing Director Job Description from Marketing Director Employment Agreement for Visit Florida Keys.

Table 5 Listing of NewmanPR Subcontractors			
Subcontractor	Services Provided	Annual Cost	Current Contract Period
KBC	Public relation services for the United Kingdom/Europe	\$225,000 plus reimbursement of expenses	10/01/2022 to 09/25/2025
LMA Communications	Public relation services for Canda	\$15,000 plus reimbursement of expenses	10/01/2023 to 09/25/2025
Claasen	Public relation services for Germany, Austria, and Switzerland	\$60,000 up to a maximum of \$210,000 plus reimbursement of expenses	01/01/2023 to 09/30/2025
Agility PR Solutions	Media monitoring	\$9,035	09/01/2023 to 08/31/2024
Carol Shaughnessy	Stringer services for Lower Keys and Key West	\$55,500 plus travel and expense reimbursements	10/01/2022 to 09/30/2025
Carol Shaughnessy	Public Relations Services	\$44,520 plus travel and expense reimbursements	10/01/2022 to 09/30/2025
Dragon Trail	Digital marketing for travel industry	\$2,400 plus expenses	10/01/2023 to 09/30/2024
Jo Nell Modys	Stringer services for Upper Keys and Middle Keys	\$36,000 plus travel and expense reimbursements	10/01/2022 to 09/30/2025
Jo Nell Modys	Web Editor/Social Media Services	\$57,000 plus travel reimbursements	10/01/2022 to 09/30/2025
Daniel Gilbert	Stringer services for LGBTQ+ market	\$28,200	05/01/2023 to 09/30/2025
Crawford Entertainment	Florida Keys TV streaming channel hosting/maintenance	\$72,000	11/21/2022 to 09/30/2025
Minimum Annual Cost		\$604,655	

When we asked NewmanPR for a copy of their procurement policy and the bid process they follow for securing these contractual services, NewmanPR was unable to provide us with a written policy. Rather, their response to our request was:

“Our philosophy is to be as cost-effective as possible without sacrificing quality. We endeavor to use Florida Keys-based vendors whenever possible, especially when quality is likely to be the same.”

When asked the procurement process followed for selecting international firms, NewmanPR could not provide documented procedures that confirmed the steps followed were consistent with Monroe County’s purchase policy. Their response was:

“Again, we are blessed that our international firms have longevity and have the product knowledge and expertise to carry out the job. When Stuart Newman, Associates, Inc., submitted its response to Monroe County’s ‘Request for Competitive Solicitation’ in March 2022, both KBC and LMA were included as firms that would spearhead UK/European and Canadian public relations representation.”

It is true that NewmanPR's proposal identified these vendors as their current subcontractors at the time of TDC's competitive solicitation. However, since the submission of the proposal, NewmanPR's contracts with these subcontractors had expired. Therefore, NewmanPR was obligated, at a minimum, to obtain quotes from qualified vendors. No documentation was provided to support that this happened.

Many of these subcontractors have been NewmanPR's subcontractors for decades. If there is no arm's length procurement process followed, these long-term relationships can give the appearance of being too cozy and possibly collusive. To ensure that NewmanPR is subcontracting, both in appearance and in substance, with the most qualified international public relations agencies to serve to Monroe County and the TDC, it is important that a proper procurement process be followed.

To ensure that NewmanPR's subcontractors are properly vetted, *we recommend Monroe County require NewmanPR to adhere to Monroe County's purchasing policies for securing subcontractor services*. One option that Monroe County may consider is requiring the TDC to immediately cancel all of NewmanPR's subcontracts and hire an independent public relations consultant that can assist in overseeing the proper procurement of these critical services.

Lack of TDC Management Oversight

To adhere to the provisions of Monroe County Code Section 23-199(d), Visit Florida Keys employs a marketing director who reports, “. . . directly to the Monroe County Tourist Development Council and indirectly to the BOCC.”²⁴ The marketing director is expected to execute, “. . . the goals, objectives, and policies set by the TDC with the Chairman of the TDC or his designee.”²⁵ The marketing director's responsibility “. . . encompasses all staffing by organizing and managing Visit Florida Keys' personnel and all agencies of record . . .”²⁶ along with assuming responsibility for financial management of the not-for-profit.

The issues identified in our sample of NewmanPR invoices – the misleading certifications; invoicing before services have been fully rendered; no documentation to substantiate performance; questionable costs; questionable supporting documentation; and a lack of procurement process – stem from the marketing director not effectively managing the TDC's Public Relations Agency of Record in addition to NewmanPR's apparent willingness to take advantage of the lack of management oversight.

²⁴ *Exhibit A, Marketing Director Job Description*, to Visit Florida Keys Marketing Director Employment Agreement, page 8.

²⁵ *Ibid.*, page 8.

²⁶ *Ibid.*, page 8.

The marketing director is responsible for putting procedures and controls in place to ensure Visit Florida Keys' staff are trained and have the tools to fully review TDC's invoices before submitting them to the Clerk's Office for payment processing. The marketing director also is responsible for conducting a final review and sign off of the Agencies of Record's invoices approving that payment can be made. Because of the serious deficiencies and inconsistencies discovered during our audit testing as a result of dereliction of duty, we do not believe this to be simply a training issue.

Rather, the issues the audit uncovered appear to be culturally ingrained in the TDC's business operations. The marketing director does not appear to have the independence to provide the needed checks and balances for managing these complex and competing relationships. Further exacerbating the situation is the long-term nature of TDC's relationships with its Agencies of Record. There is an appearance that the marketing director may have become too complacent and, as a result, is not protecting the taxpayers because she may not be providing much needed arm's length oversight of these contractors.

The TDC recently took positive first steps in restoring the TDC's reputation by suspending the marketing director. Given the severity of the audit findings, ***we recommend that the BOCC work with the TDC to consider all available options on how to best to proceed to fully restore the public's trust and confidence in the TDC's business operations.*** A possible solution for the BOCC to consider is ending the County's contract with Visit Florida Keys and set up the TDC's administrative structure as a County department under the oversight and control of the County Administrator.

Appendix I

**Current Contract Between
Monroe County
And
NewmanPR**

AGREEMENT

THIS AGREEMENT (Agreement), made and entered into this 17th day of August, 2022, A.D., by and between Monroe County, Florida, (hereinafter called the County), and Stuart Newman, Associates, Inc. (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, Contractor is uniquely qualified to provide professional public relations agency services which promotes tourism, and

WHEREAS, the County issued a Request for Qualifications for professional public relations agency services; and

WHEREAS, the TDC, an advisory board to the County's Board of County Commissioners (BOCC) has selected Contractor and has recommended to County that a new Agreement for public relations agency services be entered into with Contractor, and

WHEREAS, County desires to enter into this Agreement for public relations services with the Contractor;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term: The term of this Agreement is for a period of three (3) years beginning October 1, 2022 and expiring on September 30, 2025. The County and Contractor shall have an option to extend the Agreement for one additional two (2) year period.
2. Scope of Services: The Contractor will serve as the full-service public relations agency for the Monroe County TDC and County. The Contractor and the public relations programs are subject to review by the Monroe County TDC.
 - A. Key Personnel: This Agreement is a professional service Agreement with expectation that principal personnel performing the services are those personnel listed. Notice of any change in personnel shall be sent to the TDC for approval. The principals assigned are the following:
 - 1) Andrew A. Newman, President and Account Supervisor
 - 2) Buck Banks, Senior Vice President and Copy Editor/Online Media Director/Strategic Director
 - 3) Carol Shaughnessy, Senior Account Executive

Contractor shall have a successor plan for the Key Personnel of President and Senior Vice President of the agency. The successor plan shall include who may take over the obligations and duties of the former TDC's Key Principal in the event of incapacitated illness, death or other circumstances that render the Key Principal unable to perform their duties and obligations under this agreement. The Contractor shall provide their successor plan to the TDC

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administrative office within 30 days of approval of this agreement by the County. The Contractor shall amend said successor plan, as needed, to ensure it remains current. In the event that the TDC does not approve the Key Personnel, the County may terminate the Agreement in accordance with section 18.

ADDITIONAL MINIMUM STAFF PERSONNEL ASSIGNED:

- 1) Account Executive
- 2) Media Manager
- 3) Account Support
- 4) Finance/Account/Clerical Support

In addition, the agency will sub-contract with Keys-based individuals to provide for an Upper Keys/Middle Keys stringer; Lower Keys/Key West stringer, and an LGBTQ+ market stringer to be funded from the public relations expense budget.

- B. The Senior Account Supervisor and/or account executive shall meet with the Monroe County TDC at all regularly scheduled meetings of the TDC and Advisory Committees, and at any other times as directed by the TDC.
- C. Contractor agrees to assign a Public Relations Senior Account Supervisor who will devote such time and effort as necessary to the account on a priority basis, including full time when required. Duties of the Senior Account Supervisor will include contact as required with the Chairperson or Vice Chairperson of the TDC, Marketing Director or other designee, interfacing with other agencies of record such as Advertising and Website provider as directed by the TDC relating to the development of an effective marketing program for the Florida Keys. Either the account supervisor, account executive or district stringer will consult with TDC Advisory Committees within the Keys.
- D. Provide staff services to manage communications to develop awareness, promote favorable image and goodwill for the Florida Keys tourism product.
- E. Provide the development of favorable national and international publicity for the Florida Keys tourism product.
- F. Provide the establishment and maintenance of contacts with print, internet and broadcast media including bloggers and social media influencers.
- G. Provide the preparation of digital media kits and an online newsroom.
- H. Coordinate development and distribution of news materials for trade and consumer media.
- I. Develop and coordinate media familiarization tours for the Florida Keys, and assist media including travel bloggers and social media influencers as needed

during individual visits. In addition, develop and coordinate itineraries for broadcast crews and provide onsite support as needed.

- J. Work with media personnel to gather information for their reports.
- K. Develop the public relations section of the TDC's annual marketing plan establishing objectives and measurable goals while interfacing with programs produced by the advertising agency and sales department.
- L. Provide representation of TDC at selected trade shows, sales/media missions, FAM tours, media workshops, and journalist conferences.
- M. Provide at least one representative to attend TDC meetings; District Advisory Committee (five individual DACs); cultural, diving, fishing and Key West Business Guild meetings.
- N. Provide periodic written and/or oral reports on public relations activities to the TDC and District Advisory Committees.
- O. Provide the establishment and management of Agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
- P. Prepare for and respond to emergency crisis situations that affect tourism and provide a crisis communications program when needed, working in conjunction with Keys Emergency Management and other local, state and federal entities as appropriate.
- Q. Coordinate crisis communications training for selected Keys tourism officials.
- R. Interface with County officials and other local municipalities to consult with and provide communications assistance to deal with issues that relate to tourism.
- S. Provide media training for TDC staff and/or TDC Board members as deemed appropriate.
- T. Provide content support for TDC web site and social media channels.
- U. Provide publicity before, during, and after selected special events.
- V. Provide assistance to the Florida Keys Film Commission.
- W. Maintain appropriate records of print clippings, internet, and broadcast coverage.
- X. Provide development and maintenance of video and still image libraries.

- Y. Provide a measurability process to evaluate the public relations programs.
 - Z. Provide implementation of such services as outlined within the objectives, goals, and strategies of the annual marketing plan.
 - AA. Perform such other public relations activities as required by the TDC.
3. Compensation: Compensation shall be paid for fees and reimbursement expenses, subject to availability of Tourist Development Tax Funds. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.
- A. Agency Fees: The Contractor shall be compensated for the performance of all public relations staffed services outlined within the Scope of Services as defined by this Agreement and the approved fiscal year Marketing Plan for an annual agency administration fee of **\$733,688.00**. The Contractor shall submit to the TDC monthly billings in arrears for one-twelfth (1/12) of the annual agency fee. The Contractor shall have all fees placed on invoices that have the proper approved purchase order account number and follow County requirements for payment. Following the third year, the County has an option to extend this Agreement for an additional two (2) year period under the same conditions subject to negotiation of monetary terms (*under Agreement negotiations this may be subject to monetary terms, upon 90 days prior written notice of the Agreement extension to Contractor*).
 - B. Reimbursement Expenses: All reimbursable expenditures paid by the County shall be subject to the annual public relations expense budget approved by the TDC and County. The Firm shall have all expenses placed on invoices that have the proper approved purchase order account number, have been paid for by the agency to the vendor before being submitted for reimbursement with product or services delivered, and follow other County requirements for payment. The Contractor will be reimbursed at cost for all actual expenses incurred for contracted staff, media materials, postage, shipping, clipping services, special event support, research, website maintenance, promotional items, seminars or show registrations, sub-agency Agreements, entertainment of media, broadcast support, photography, broadcast production, other video and audio projects, travel expenses and all other projects or production materials that are necessary for the fulfillment of this Agreement and have been approved in advance by the TDC Fiscal Year Marketing Plan or budget according to Monroe County Procurement Policies. The Contractor's telecommunication services are included in their professional fees with the exception of Zoom and other virtual conference programs.
 - C. The Contractor may provide Public Relation Services and expense-related purchases above and beyond its normal requirements as defined by this

Agreement and the approved Fiscal Year Marketing Plan, for TDC funded special events, as approved by the TDC Director in advance.

- D. The Contractor shall provide the establishment and management of Agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
- E. Reimbursable expenditures shall be invoiced and billed to the County for payment on a monthly basis. The County shall be responsible for payment of all authorized fees and costs due the Contractor according to the Florida Local Government Prompt Payment Act (Florida Statute: 218.70 through 218.77). Reimbursable expense and invoices shall include supporting documentation acceptable to the Monroe County Clerk of Court and Comptroller (Clerk). Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursement of funds.
- F. The Contractor is required to have pre-approval on all other projects and material by the TDC Director, TDC Chairperson or TDC according to TDC and Monroe County Procurement Policies.

4. Contractor's Acceptance of Conditions: The Contractor has carefully examined the Scope of Services and assumes full responsibility to complete the Scope of Services. Therefore, under no circumstances, conditions or situations shall this Agreement be more strongly construed against the County than against the Contractor.

- A. Any ambiguity or uncertainty in the Scope of Services shall be interpreted and construed by the County, and the County's decision shall be final and binding upon all parties.
- B. The passing, approval and/or acceptance by the County of any of the services furnished by the Contractor shall not operate as a waiver by the County of strict compliance with the terms of this Agreement. Failure on the part of the Contractor, immediately after Notice to Correct a default, shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who in any event shall be jointly and severally liable to the County for all damage, loss and expense caused to the County by reason of the Contractor's breach of this Agreement and/or his failure to comply strictly and in all things with this Agreement and with the specifications.
- C. The Contractor agrees that the TDC may designate representatives to visit the Contractor's facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.

- D. The Contractor warrants that it has, and shall maintain throughout the term of this Agreement, appropriate licenses and permits required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and permits shall be submitted to the County upon request.
5. Public Relations Agency of Record: Contractor shall act as the agency of record of the County/TDC for all tourism based public relations services, and for the performance of related or special services as requested by the TDC.
6. Exclusive Representation: Firm agrees that it will not represent any private resort or attraction or other destination within Monroe County or other county or city destinations within the State of Florida without approval from the TDC and County.
7. Contractor's Financial Records and Right to Audit: Contractor shall maintain all books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to the Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statute, running from the date the monies were paid to Contractor.

Right to Audit

Availability of Records. The records of the parties to this Agreement relating to the Scope of Services/Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Scope of Services/Project. The County Clerk possesses the independent authority to

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conduct an audit of Records, assets, and activities relating to this Scope of Services/Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running from the date the monies were paid to Contractor. The *right to audit* provisions survives the termination or expiration of this Agreement.

8. Public Records Compliance: Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract. The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

- (1) Keep and maintain public records that would be required by the County to perform the service.
- (2) Upon receipt from the County's custodian of records, provide the County 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 in this chapter or as otherwise provided by law.
- (3) 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 contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
- (5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County

shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

9. **Hold Harmless:** The Contractor covenants and agrees to indemnify and hold harmless the County and the TDC from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by Monroe County) and any other losses, damages and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractors in any tier, occasioned by the negligence, errors or other wrongful act of omission of the Contractor or its subcontractors in any tier, their employees or agents.

10. **Independent Contractor:** At all times and for all purposes under this Agreement the Contractor is an Independent Contractor and not an employee of the County. No statement contained in this Agreement shall be construed so as to find the Contractor or any of his employees, contractors, servants or agents to be employees of the County.

11. **Nondiscrimination:** County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis

of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC ss. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

12. Assignment/Subcontract: The Contractor shall not assign or subcontract its obligations under this Agreement, except in writing and with the prior written approval of the County and Contractor, which approval shall be subject to such conditions and provisions as the County may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement.

13. Compliance with Law: In providing all services/goods pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor. The Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

14. Disclosure and Conflict of Interest: The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, as provided in Sect. 112.311, et seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313,

Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Upon execution of this Agreement, and thereafter as changes may require, the Contractor shall notify the County of any financial interest it may have in any and all programs in Monroe County which the Contractor sponsors, endorses, recommends, supervises or requires for counseling, assistance, evaluation or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15. Arrears: The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16. Notice Requirement: Any notice required or permitted under this Agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, return receipt requested, to the following:

FOR TDC: Stacey Mitchell and Maxine Pacini
Monroe County TDC
1201 White Street #102
Key West, FL 33040

FOR COUNTY: Christine Limbert-Barrows,
Assistant County Attorney
PO Box 1026
Key West, FL 33041-1026

FOR CONTRACTOR: Andrew A. Newman, President
Stuart Newman, Associates, Inc.
2140 S. Dixie Hwy
Suite 209
Miami, FL 33133

17. Taxes: The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this Agreement, nor is the
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Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

18. Termination:

- A. The County may terminate this Agreement for cause with seven (7) days' notice to the Contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this Agreement.
- B. Either of the parties hereto may terminate this Agreement without cause by giving the other party one hundred and twenty (120) days written notice of its intention to do so.
- C. For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.
- D. For Contracts of \$1,000,000 or more, if the County determines that the Contractor/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, or if the Contractor/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

19. Governing Law, Venue, Interpretation, Costs and Fees:

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed entirely in the State.
- B. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
- C. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them, the issue shall be

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submitted to mediation prior to the institution of any other administrative or legal proceeding.

- D. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
 - E. Attorney's Fees and Costs. The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the 16th Judicial Circuit Court of Monroe County.
 - F. Adjudication of Disputes or Disagreements. County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by Meet and Confer Sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.
 - G. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.
20. Binding Effect: The terms, covenants, conditions and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors and assigns.

21. Authority: Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.
22. Claims for Federal or State Aid: Contractor and County agree that each shall be, and is, empowered to apply for, seek and obtain Federal and State funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals and funding solicitations are not for funding already provided under this Agreement.
23. Privileges and Immunities: All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers or employees outside the territorial limits of the County.
24. Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute and case law.
25. Non-Reliance by Non-Parties: No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer or employee of either shall have the authority to inform, counsel or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.
26. Attestations: Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement and a Drug-Free Workplace Statement.
27. No Personal Liability: No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

28. Insurance: The Contractor shall maintain the following required insurance throughout the entire term of this Agreement and any extensions. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend any deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- * Certificate of Insurance
- OR
- * A Certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Agreement. All Insurance policies must specify that they have a thirty (30) day notice of cancellation, non-renewal, material change in policy language or reduction in coverage. The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this Agreement or imposed by law. The Monroe County BOCC, its employees and officials shall be included as an "Additional Insured" on all insurance policies, except for Workers' Compensation, as their interests may appear in all policies issued to satisfy these requirements.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements". Any deviation must be approved in writing by Monroe County Risk Management.

- A. Prior to the commencement of work governed by this Agreement, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to comply with Florida Statute 440. In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000	Bodily Injury by Accident
\$500,000	Bodily Injury by Disease
\$500,000	Bodily Injury by Disease, each Employee

Coverage shall be maintained throughout the entire term of this Agreement. Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

- B. Prior to the commencement of work governed by this Agreement, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the Agreement and include, as a minimum:

- * Premises Operations
- * Products and Completed Operations
- * Blanket Contractual Liability
- * Personal Injury Liability
- * Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 per Occurrence and \$1,000,000 Aggregate

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person
 \$1,000,000 per Occurrence
 \$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

- C. Recognizing that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the Agreement, Professional Liability Insurance, which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this Agreement.

The minimum limits of liability shall be: \$1,000,000 per Occurrence/\$2,000,000 Aggregate.

- D. Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Business Automobile Liability Insurance. Coverage will be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned and Hired Vehicles

The minimum limits acceptable is:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable are:

\$200,000 per Person
\$300,000 per Occurrence
\$200,000 Property Damage

The Monroe County Board of County Commissioners will be named as Additional Insured on all policies, except for worker's compensation and Professional Liability/Employers Liability, issued to satisfy the above requirements.

29. Uncontrollable Circumstances: Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Scope of Services/Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Scope of Services/Project; (d) government order or law in the geographic area of the Scope of Services/Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Scope of Services/Project; (each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance.

30. E-Verify: Effective January 1, 2021: In accordance with F.S. 448.095, Contractor shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

31. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

32. Section Headings: Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Public Relations Agreement FY 2023
ID 2768

33. Force Majeure: The Contractor shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or other acts of God, Contractor has exercised reasonable care in the prevention or mitigation of damages and delay, any such delay or failure shall not constitute a breach of the agreement. Upon demand of TDC or County, the Contractor must furnish evidence of the causes of such delay or failure.

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



Attest: Kevin Madok, Clerk

[Signature]
As Deputy Clerk

Board of County Commissioners
of Monroe County

[Signature]
Mayor/Chairman

(To be filled out by Contractor)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 5/23/22

(Organization)

By [Signature]
President

Andrew A. Newman
Print Name

May 22, 2022
Date

AND TWO WITNESSES

(1) [Signature]

(2) [Signature]

(1) Sandy Campbell
Print Name

(2) Ashley Serrate
Print Name

Date: May 23, 2022

Date: May 23, 2022

Public Relations Agreement FY 2023
ID 2768

FILED FOR RECORD
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 CLERK CIR. CT.
 MONROE COUNTY, FL

Appendix II

NewmanPR
Proposal
In Response to
Monroe County's
Request for Proposals
2021-2022



**REQUEST FOR
COMPETITIVE
SOLICITATION**

**Professional Public Relations Agency Services
For Monroe County Tourist Development Council**



Stuart Newman, Associates, Inc.
2140 South Dixie Highway
Suite 209 • Miami FL 33133
305-461-3300 • 305-542-6014
Andrew A. Newman
andy@newmanpr.com





Stuart Newman Associates
2140 S. Dixie Hwy., Suite 209 • Miami, FL 33133
Tel 305-461-3300
andy@newmanpr.com
www.newmanpr.com

March 14, 2022

Monroe County Tourist Development Council
c/o Monroe County Purchasing Office
Via email OMB-BIDS@monroecounty-fl.gov
Key West FL 33040

Dear Board Members:

When my late father and agency founder Stuart G. Newman came to me in the summer of 1980 to say the agency would respond to a "Request for Proposals" from the Monroe County Advertising Commission to market the Florida Keys' tourism product, I never dreamed that more than 40 years later the firm would still be deeply involved in the initiative.

The only plausible explanation is a commitment to a work ethic that Stuart inspired and, primarily, a love for the island chain that is shared among all our staff and contractors.

Beyond Carol Shaughnessy and Julie Botteri, who have been full-time Keys residents for 40 and 28 years respectively, my wife and I own property in Islamorada, where we have been Monroe County taxpayers for more than 11 years. During the summer of 2022, we relocated to a different dwelling in the Village of Islands and anticipate making it our primary residence by the end of 2023.

For more than 40 years, the agency has been with the Keys in good and challenging times. Challenges have included the Mariel Boatlift; hurricanes Andrew, Georges, Wilma and Irma; the Deepwater Horizon oil spill and COVID-19. In these crisis situations and others, the agency has played a major role in helping to uphold the Keys' tourism-based economy.

As times and communications conduits have changed, so has the agency. From establishment of the Florida Keys News Bureau to developing social media expertise, NewmanPR has evolved to exceed the needs of its clients — especially the TDC.

Despite changes in techniques, the core values remain the same: a keen understanding of content development, whether for mainstream news or social media; superb writing, excellent photography and videography ... all crafted with attention to accuracy and ethical credibility.

The agency's dedication to telling the Keys' story has been proven endlessly. We are on call 24/7/365. Many weekends find the Keys PR team aggressively pursuing story, video and picture opportunities that result in positive exposure for the island chain.

Essential to the continued mission of telling the Keys' story through print, broadcast and social media is the solid credibility with journalists the agency has earned over the years. Many media regard NewmanPR as a virtual independent news bureau for the Keys.

Indispensable to the TDC's communications needs is the agency's unique ability to immediately feed Keys news, photos and videos directly to media resources such as the Associated Press, Reuters, CNN, CBS Newspath and Network News Services, as well as TDC social media channels.

Equally essential are close relationships developed with local, state and national government officials

including Monroe County Emergency Management, the Florida Department of Health and the National Hurricane Center. Based on a respect for and an understanding of the responsibilities of all parties, these ties provide a valuable opportunity for the TDC to interface with officials during crisis situations that have the potential to affect the safety of Keys visitors, as well as the local economy.

Also important, NewmanPR knows and understands the process. Whether it's complying with Monroe County Finance Office procedures or helping to develop the TDC's annual marketing plan, NewmanPR comprehends and adheres to official procedures, timetables and staying within or under budget allocations.

The proposal that follows represents our methodology and new concepts for Professional Public Relations Agency Services for the Monroe County Tourist Development Council commencing Oct. 1, 2022. Obviously, certain elements are subject to change based on final approval of the 2022-23 marketing plan, as well as unanticipated changes to market conditions.

Despite our long-term service to the Keys, we have never taken the relationship for granted. Thus, this proposal provides a total public relations marketing program to include, among other activities, consultation and advisory representation to the BOCC/TDC on all matters relating to Keys tourism within — and beyond — the scope of services specified by the 2022 Request for Proposals.

Our outline provides implementation of a broad-reaching plan for statewide, national and international media coverage, crisis management, and communications and promotion for the entire Florida Keys and the five districts. Included are professional services and liaison activities for District Advisory Councils, special events and umbrella groups under TDC funding or direction.

In fulfilling tourism development aims, NewmanPR recognizes the bottom line in public relations for the Keys is attracting responsible vacationers through print, online and broadcast publicity in a wide range of media and social media, and we have a long and successful record of doing so. We work closely with journalists on a daily basis and know the media. Most important, they know — and trust — us.

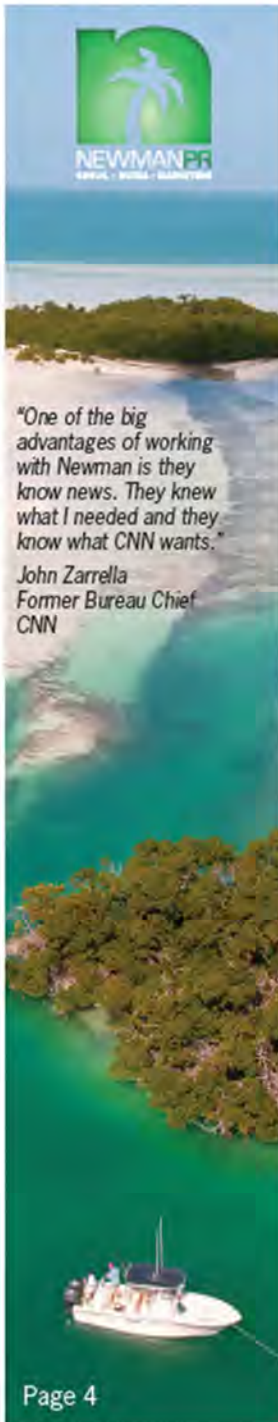
The agency's success in developing proactive approaches for hurricanes and a multitude of other emergencies — some that could never be predicted, such as COVID-19 — is a recognized role model among news media and tourism officials throughout Florida.

The TDC's primary objective is to attract conscientious visitors who share the values of sustainable tourism for the Florida Keys & Key West. Our past contributions toward fulfilling that goal are a matter of record. We look forward to an opportunity to continue those contributions in the years ahead.

Most sincerely,



Andrew A. Newman
President



Section 1. Narrative Self-Analysis

Our mission as public relations practitioners is simple: know our clients and their needs, work tirelessly to fulfill their goals and earn journalists' trust with honesty and total accuracy; and understand and satisfy the media's needs by producing written, photographic, video and interactive resources that meet or exceed professional journalistic standards.

NewmanPR was established in 1946 as Stuart Newman Associates and has been headquartered in South Florida for 76 years.

The agency has served the Florida Keys tourism industry with media relations representation since Oct. 1, 1980.

NewmanPR has acquired extensive experience in promoting and marketing destinations as well as private-sector resorts, air and sea carriers and related travel industry clients in Florida, the Caribbean, the United Kingdom and Europe.

We are a full-service public relations, promotion and publicity agency with a current staff of eight. Principals and senior executives have experience in newspaper and/or broadcast journalism. All account service people are college graduates.

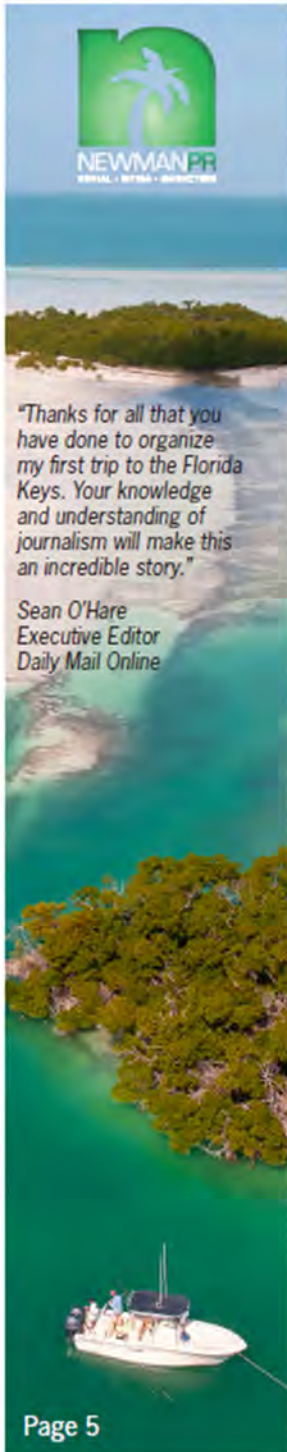
NewmanPR has developed an unusually strong relationship with major media throughout North America with emphasis on travel editors and reporters, wire service editors, broadcast news editors and web producers, as well as social media influencers.

Our media database includes thousands of journalists and influencers with an expressed interest in travel news, features, photographs and broadcast material. Our partner contractors also have additional databases that are used for the Keys.

Our professional mission statement is simple: know our clients and their unique needs, service clients, work tirelessly until the job is accomplished and maintain trust and credibility with journalists through honesty and total accuracy; comprehend and respond to their requirements by producing copy, photographic, video, broadcast and interactive content that meets or exceeds professional journalistic standards.

Past awards include a Society of American Travel Writers Gold Award for Best Crisis Communications Program (hurricane communications), National and Florida Governor's Conference on Hurricanes public service awards, three SATW Gold Awards for Travel Photography, and a Hospitality Sales and Marketing Association International (Florida Keys Chapter) Service Award.

Other accolades include the Key West Business Guild Walt Marlowe Service Award, Key West Chamber of Commerce "Piece of the Rock" Award, Monroe County Commission special



"Thanks for all that you have done to organize my first trip to the Florida Keys. Your knowledge and understanding of journalism will make this an incredible story."

Sean O'Hare
Executive Editor
Daily Mail Online

Page 5

commendation (post-hurricane recovery), Islamorada Chamber of Commerce media award and the Lodging Association of the Florida Keys and Key West's Margo Golan Community Service Award. The agency is particularly proud of the Lodging Association's Margo Golan Award — presented to both Carol Shaughnessy and Andy Newman — one of the few times it has been bestowed on two people from the same organization.

In 2016 and 2020, the TDC was honored with top Visit Florida Flagler "Henry" awards for "Creativity in Public Relations" and in 2021, a "Henry" for "Sustainable Tourism" as a result of work performed by the agency. The TDC has received other Flagler awards due to agency efforts.

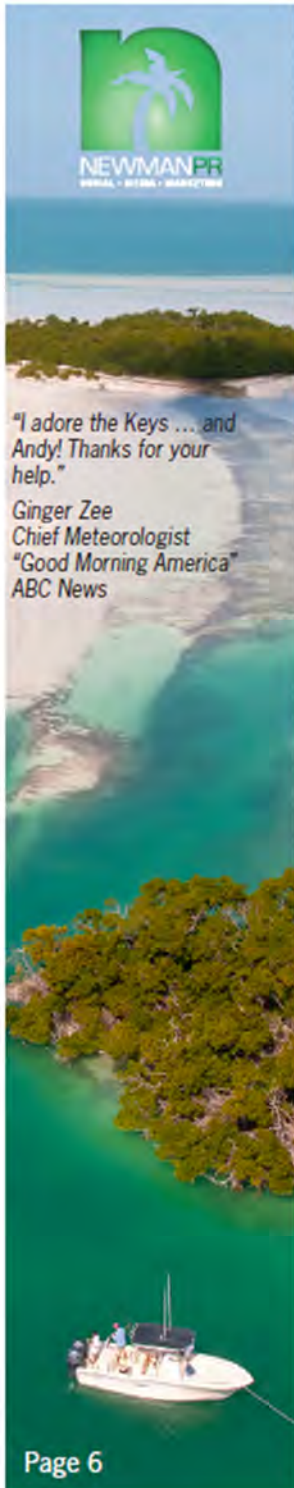
Finally, among honors are a 2021 Gold "Bulldog" PR industry award for "Best Green/Environmental/Sustainability Campaign" and Global Travel Communicator finalist status in the 2020 Global Travel Media Alliance Competition for "Connect & Protect."

Agency personnel have extensive experience, are extremely skilled in producing news and social media content, and have excellent distribution contacts for all mediums. This is critical to generating positive coverage in the Keys, because many news organizations have scaled back due to declining budgets. The result is that unless professionally produced journalistically accepted words, imagery and sound are provided, most Keys activities would not receive media coverage outside of the destination. The ability to create and successfully place news content is the backbone of the agency's program for the TDC.

Beyond that, the agency's credibility and keen understanding of the reporting and editing needs of journalists have resulted in relationships that are invaluable to the destination.

The agency also enjoys excellent relationships with Keys tourism industry members, Visit Florida tourism officials, other travel industry organizations and local, state and federal law enforcement, health and emergency management officials.

- Stuart Newman, Associates, Inc. d/b/a NewmanPR, is a Florida corporation. Owners are Andrew A. Newman (90 percent) and Roland W. "Buck" Banks III (10 percent).
- *Officers:* Andrew A. Newman, President, Secretary-Treasurer Roland W. Banks III, Senior Vice President
- The company, under its present name and previous names, has operated a public relations marketing agency, under the same family ownership and management, providing public relations services specified in the RFP for more than 75 years.
- The company has operated under its current name for more than 35 years.



Section 2. References

Holland America Line N.V.
450 Third Avenue West
Seattle WA 98119

hollandamerica.com

Erik Elvejord, Director, Public Relations
425-501-7236, eelvejord@hollandamerica.com
Client since 1992.

Outside public relations agency providing writing of releases, video news production coordination, social media, news photography, crisis communications, media contacts and other services.

Costa Crociere S.p.A. and Costa Cruise Line
880 SW 145th Avenue, Suite 102
Pembroke Pines, FL 33027

costacruises.com

Scott Knutson, Vice President, Sales and Marketing
305-406-5464, knutson@us.costa.it
Client since 2011.

Outside public relations agency providing writing of releases, internet projects, crisis communications, media contacts and other services.

Carnival Foundation
3655 NW 87th Avenue
Miami, FL 33178

carnivalfoundation.com

Linda Coll, Executive Director
305-406-5777
Client since 2012.

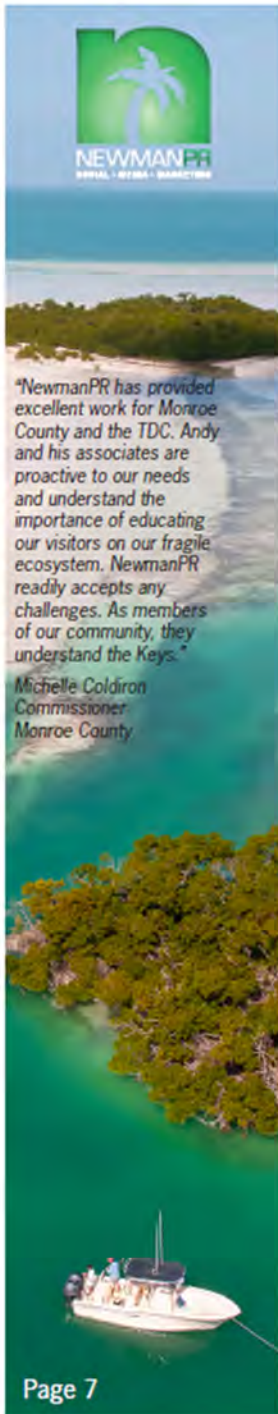
Outside public relations agency providing a variety of services, including press release writing, website oversight, social media management, copy writing and other services.

Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

fla-keys.com

Stacey Mitchell, Director
305-296-1552, stacey@fla-keys.com
Client since 1982.

Manage global PR program providing a wide variety of services including production of media materials, website oversight, social media management, copy writing, crisis communications, inter-governmental relations and more.



"NewmanPR has provided excellent work for Monroe County and the TDC. Andy and his associates are proactive to our needs and understand the importance of educating our visitors on our fragile ecosystem. NewmanPR readily accepts any challenges. As members of our community, they understand the Keys."

*Michelle Coldiron
Commissioner
Monroe County*

Section 3. Client Information

a) Agency's international, national and statewide accounts: Monroe County Tourist Development Council, the official destination marketing organization for the Florida Keys & Key West. For more than 41 years, provider of a wide range of public relations marketing services, operation of Florida Keys News Bureau and producer of award-winning publicity programs internationally, nationally and statewide.

Holland America Line, longest operating U.S.-based cruise line in the world. Outside public relations providing writing of releases, video news production coordination, social media, news photography, crisis communications, media contacts and other services.

Costa Cruises, European cruise line. Outside public relations agency providing writing of releases, internet projects, crisis communications, media contacts and other services.

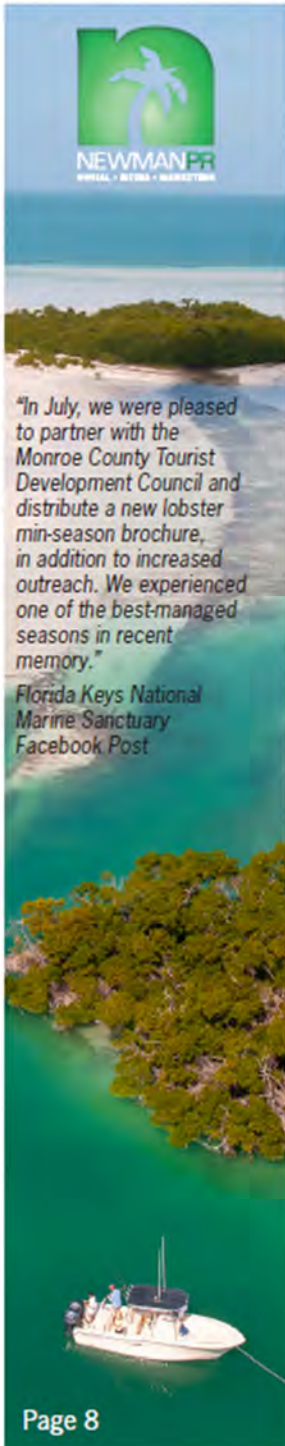
b) Largest private sector current accounts:

Holland America Line. Public relations including writing, video news production coordination, press events, social media, crisis communications, media contacts and other services.

c) Clients relative to the geographic area of Monroe County, Florida: Monroe County Tourist Development Council. For more than 41 years, provider of a wide range of public relations marketing services, operation of Florida Keys News Bureau and producer of award-winning publicity programs internationally, nationally and statewide.

d) Conflict of interest statement:

The agency has no conflicts between Monroe County and existing accounts and will maintain that lack of conflict if awarded a continuing contract by Monroe County.



"In July, we were pleased to partner with the Monroe County Tourist Development Council and distribute a new lobster min-season brochure, in addition to increased outreach. We experienced one of the best-managed seasons in recent memory."

*Florida Keys National Marine Sanctuary
Facebook Post*

Section 4. Financial Statements, Accounting and Bookkeeping Procedures

- a) Confidential financial statements have been emailed independently to omb-bids@monroecounty-fl.gov.
- b) All accounting, for billing purposes, is performed in-house.
- c) NewmanPR has proven ability to respond to government purchase orders as exemplified by its experience in fulfilling such requirements by Monroe County, Fla., since 1980, as well as other domestic and foreign government agencies.
- d) Invoices used in billing of services for the TDC will include documentation and backup of any authorized reimbursement items and will follow methodology previously approved by, or to be amended by, the Monroe County, Florida, finance office. Expenses are billed at actual costs and are not "marked up."
- e) Credit References
 - Agility PR Solutions LLC
55 Challenger Road #202
Ridgefield Park, NJ 07660
888-270-4776
 - Digital Island Media LLC
516 White Street
Key West, FL 33040
305-292-0670
 - Print Farm, Inc.
3511 NW 74 Avenue
Miami, FL 33122
305-592-2895



Tel: 305-373-5500
Fac: 305-373-0056
www.bdo.com

1450 Brickell Avenue, 18th Floor
Miami, FL 33131

March 9, 2022

Ref: Stuart Newman Associates, Inc.

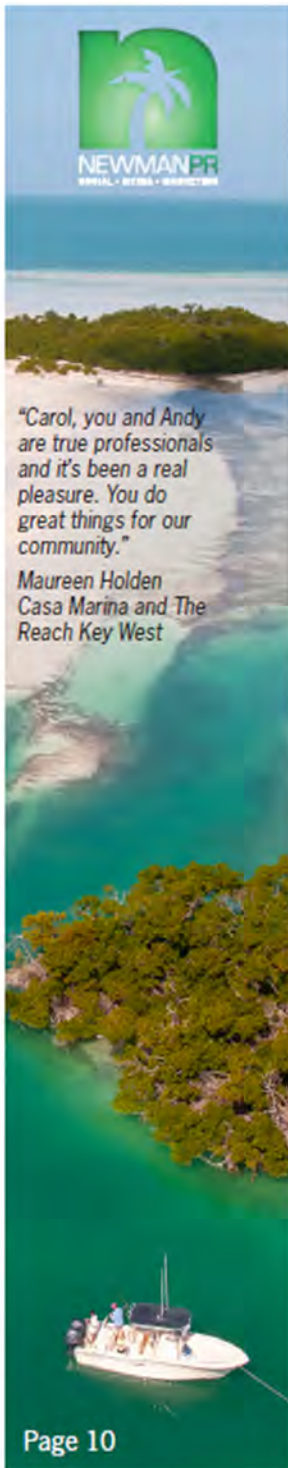
To Whom It May Concern:

With reference to the 2020 and 2021 fiscal years for our client, Stuart Newman, Associates, Inc. (the company), our firm are their accountants and preparers of their Federal income tax returns, including year-end workpapers for more than 10 years. We do not prepare financial statements for the company.

To the best of our knowledge all revenues and expenses submitted to our firm by the company have complied with accepted practices, and to our knowledge, the company has not been subjected to review by the Internal Revenue Service.

Sincerely yours,


Jeffrey L. Weiss, CPA



Section 5. Staff Information

Agency TDC Staff and Other Team Members

Account Supervisor: Andy Newman, senior vice president, has serviced the Florida Keys tourism sector for more than 41 years and the TDC since its inception, providing lead account supervision duties for more than 33 years. He has chaired the communications committee for Visit Florida twice and is a member of Society of American Travel Writers, Florida Outdoor Writers Association and Outdoor Writers of America. Among Keys civic duties, he is finishing a nine-year term as the Upper/Middle Keys tourism representative for the Florida Keys National Marine Sanctuary Advisory Council. He joined NewmanPR in 1980 and prior to that was managing editor of the daily University of Florida newspaper, a news editor for the Miami Beach Sun Reporter, a photojournalist for United Press International and spent three years with Miami's NBC owned-and-operated television station, WTVJ.



Senior Account Executive/Lower Keys and Key West Stringer: Carol Shaughnessy has lived in Key West for 40 years and is a proficient writer and publicist. She has worked with NewmanPR since 1998, first as a Florida Keys & Key West correspondent/PR stringer and currently also as the Keys' senior account executive. Carol has 35 years' experience in tourism, entertainment and special event writing and publicity. The author of the nonfiction shipwreck book "Diving into Glory," she also has been a staff writer and editor for a variety of regional publications.



Copy Editor/Online Media Director: Buck Banks, NewmanPR's senior vice president, has been with the agency for more than 28 years. He has extensive experience as a writer and editor of magazines, business publications and newspapers, among them the in-flight magazines of USAir and United Airlines. In addition to covering both the retail and wholesale travel industry for five years as an associate editor of ASTA Agency Management magazine — the monthly publication of the American Society of Travel Agents — he was cruise editor for three years.



Account Executive: Laura Myers is account executive for the Florida Keys & Key West, with responsibilities of executing media coverage, promotions and press trips for the unique destination. She is a seasoned journalist with experience in travel trade and cruise magazines, newspapers and television. Laura has lived in Key West, working for Reuters and other media, covering daily breaking news and features. Laura belongs to SKAL International Miami and Society of American Travel Writers. She





"Ashley and the entire team at NewmanPR were a dream to work with. Besides being completely professional, Ashley was very prompt and was able to problem solve and answer in a very timely manner."

Megan Indoe
Influencer
Bobo & Chichi

holds a Bachelor of Arts degree from Louisiana State University and an editing certificate from University of Washington.

Media Manager: Ashley Serrate, media relations manager for the Florida Keys & Key West, is a media professional with both in-house and agency public relations experience. Prior to joining NewmanPR, she implemented PR campaigns for various hospitality clients and was PR director for Miami's Jungle Island. She coordinates individual and group media trips, facilitates media requests and manages special media events for the Keys. She has a bachelor's degree in communications from Florida International University.



Media Manager: Sydney Cook responds to media inquiries and interfaces with media outlets, coordinates individual and group media trips, prepares and distributes press releases and manages the TDC's media site. She also writes and disseminates Keys-related content. Sydney holds a Bachelor of Arts degree in Communications from Nova Southeastern University.



Web Editor and Upper-Middle Keys Stringer: Julie Botteri is a 23-year Marathon resident and serves as web editor, social media editor and stringer covering the Upper and Middle Keys. She is an experienced diver and seasoned freelance writer. She has published articles in cruise, adventure travel and lifestyle magazines, as well as authoring two travel career guidebooks.



Gay Market PR Support: Key West resident Greg Tromba is the agency's contracted LGBTQ market media specialist. He has worked in the travel and hospitality industry for over 30 years. Originally from Connecticut, he has lived in Key West for 18 years and has worked or traveled in some 45 different countries. Tromba has earned multiple top U.S.-based travel consultant producer awards from Uniglobe Travel USA.



Financial Support: Sandy Campbell earned a Bachelor of Accounting degree from Florida International University. She has more than 25 years of accounting experience and has been with the agency for almost 12 years. She coordinates billing for the TDC account and interfaces with fiscal operations personnel in both the TDC and Monroe County finance offices.





"Such an inviting and relaxing place! I cannot thank you (Jerry Grymek), Carol and Andy enough! I want to come back again soon!"

*Mose Persico
Mose's World Travel
Radio Show
Montreal, Quebec, Canada*

Canadian PR Support

For more than eight years, the agency has contracted with Toronto-based marketing agency LMA Communications to provide Keys representation in Canada. Founded by Larry Mogolensky, LMA is a full-service marketing communications agency with a 26-year track record of helping clients succeed. Among the company's client base is Visit Florida. LMA's contract with NewmanPR stipulates that the Keys are the only Florida destination management organization that LMA can support.



Canadian Account Director: John Ozikizler is LMA's president and account director for the Florida Keys. He has a Bachelor of Arts in Economics from the University of Waterloo. John excels in integrated marketing communications. Drawing upon experience, John quickly finds the optimal balance of digital and traditional communications solutions in public relations, event management and search marketing.

Canadian Account Executive: Jerry Grymek has a marketing degree and public relations certification. Jerry furthered his education with a Communications and Advertising Accredited Professional certification from the Institute of Communications Agencies. Jerry is a national vice president of the Travel Media Association of Canada, Canada's premier travel association. He is a member of the Canadian Public Relations Society.

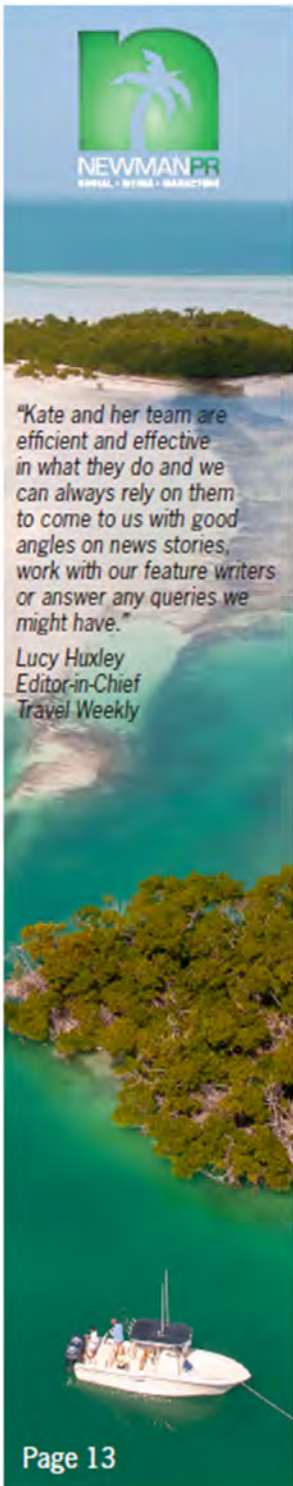


United Kingdom/European PR Support

For almost 17 years, NewmanPR has contracted with United Kingdom-based public relations agency KBC to spearhead media relations efforts in the U.K. and Europe. KBC PR & Marketing is a boutique consultancy specializing in the international travel and tourism industry. The agency was formed in 1998 by Kate Burgess-Craddy, who remains its owner and managing director. Its principles of business are honesty, integrity, professionalism and trust. KBC's mission is to provide honest advice to clients and exceptional service.

U.K./Europe Account Supervisor: David Ezra is KBC's director of public relations and has 27 years' experience in travel and tourism PR and marketing, representing destinations as diverse as Hong Kong and New England, as well as major tour operators and airlines. He has been account supervisor for the Keys since 2013, setting European strategy and overseeing the pan-European PR effort. He holds a postgraduate diploma in media relations from Cardiff's prestigious Center for Journalism Studies, graduating with distinction.





"Kate and her team are efficient and effective in what they do and we can always rely on them to come to us with good angles on news stories, work with our feature writers or answer any queries we might have."

*Lucy Huxley
Editor-in-Chief
Travel Weekly*

U.K. Account Director: Beth Harvey has spent her entire career in travel PR, working with two separate specialist agencies before joining leading operator Virgin Holidays, where she gained extensive Florida experience and organized more than 130 media visits to a range of destinations. Passionate about North America and with excellent media contacts and relationship-building skills, since December 2015 she has developed an extensive knowledge of the Keys and continues as the point person for PR activities in the U.K. and Irish markets.



Strategic Advisor: Agency founder and co-owner Kate Burgess-Craddy worked nine years for Visit Florida and 10 years for specialist tour operator Travel City Direct. Kate is known and respected in the U.K. travel industry and spent several years as the chair of the Visit USA Association U.K. She was recognized by PR Week as one of the most influential PR representatives in the U.K.

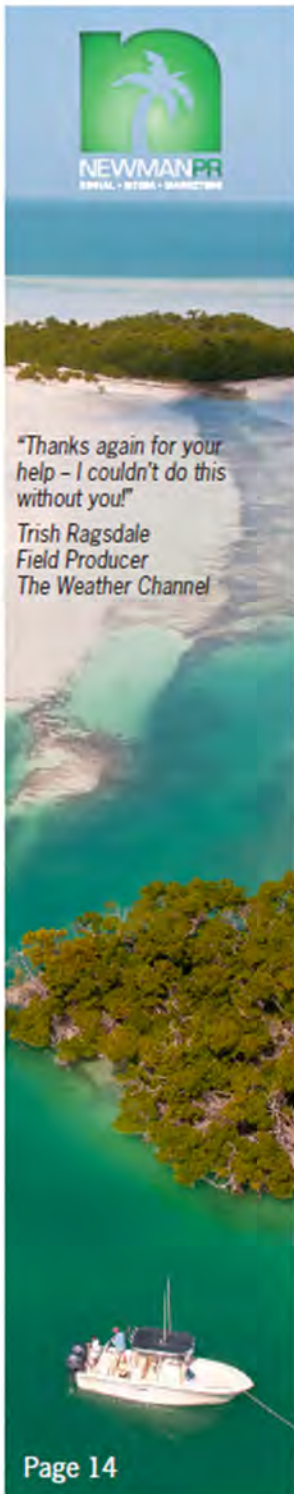


Germany Account Manager: Katja Driess completed her studies at the University of Stuttgart in 1987 and moved to Munich to start her career in tourism PR. She has headed teams at multiple Munich PR agencies, representing numerous national and international hotel chains, tourist destinations and independent properties. Katja interfaces with journalists, establishes story angles and coordinates visits, utilizing her extensive network to secure outstanding press coverage for the Florida Keys & Key West.



Germany Account Assistant: Christiane Bender has a degree in business administration, tourism marketing and languages from the Heidelberg International Business Academy. She oversees the implementation of the social media plan for the Florida Keys, manages visual assets and draws up the monthly clipping reports.





Section 6. Service capability to Monroe County

a) Agency's administrative facilities

Agency operates a completely equipped professional office with high-speed digital telecommunications, image/video transmission and bookkeeping facilities in a modern, air-conditioned building with parking and other amenities. State-of-the-art desktop and laptop computers provide everything required for the communications process, either in an office environment or in the field. The office is situated in a secure building with an emergency generator and impact-resistant glass. One of the building's owners, Accord Productions, offers a complete video/audio production facility within a minute's walk from the agency's headquarters. Office voice communications and internet are achieved via a fiber connection. In addition, all of the agency's employees have high-speed internet access in their homes with personal computers. Andy Newman owns an Islamorada residence with a home office and high-speed internet and backup wireless hotspot. The agency's contracted Keys-based affiliates have home offices and high-speed internet as well as backup wireless hotspots.

b) Agency website

Stuart Newman Associates: www.newmanpr.com

c) Location

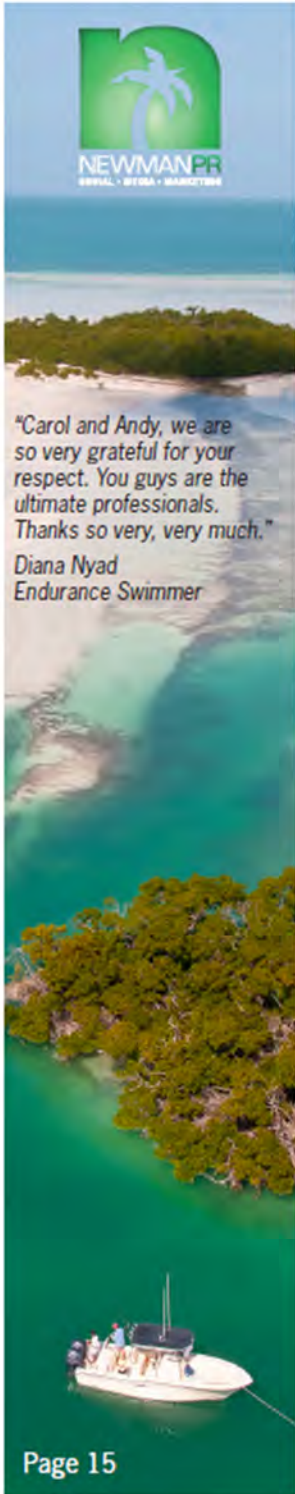
The agency's headquarters are situated in Miami at 2140 South Dixie Highway, Suite 209. TDC account supervisor Andy Newman maintains a part-time residence in Islamorada, with high-speed internet service, frequently providing the agency a satellite office. The TDC senior account executive resides in Key West and has been there for 40 years. The contracted TDC web editor/Upper-Middle Keys stringer has lived in Marathon for 28 years. Both are equipped with communications devices including high-speed internet.

d) Documentation showing authorization to do business in the State of Florida

Reproductions of the agency's business forms follow on the next page. The agency is registered at www.sunbiz.org. Document number is 610194.

e) Representation statement

If awarded the contract, the agency agrees not to represent new tourism/destination clients without the approval of the Monroe County Tourist Development Council.



2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT
 DOCUMENT# 610154
 Entity Name: STUART NEWMAN, ASSOCIATES, INC.
 Current Principal Place of Business:
 2140 SO. DIXIE HWY
 SUITE 209
 MIAMI, FL 33133

FILED
 Feb 02, 2022
 Secretary of State
 1243278749CC

Current Mailing Address:
 2140 SO. DIXIE HWY
 SUITE 209
 MIAMI, FL 33133 US

FBI Number: 68-1886078 **Certificate of Status Declared: No**

Name and Address of Current Registered Agent:
 NEWMAN, ANDREW A
 2140 SO. DIXIE HWY
 SUITE 209
 MIAMI, FL 33133 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____ Date: _____
Electronic Signature of Registered Agent

Officer/Director Detail:

Title	Name	Title	Name
PRESIDENT	NEWMAN, ANDREW A.	VP	BANKS, ROLAND
Address	2140 SO. DIXIE HWY SUITE 209	Address	2140 S. DIXIE HIGHWAY SUITE 209
City-State-Zip	MIAMI FL 33133	City-State-Zip	MIAMI FL 33133

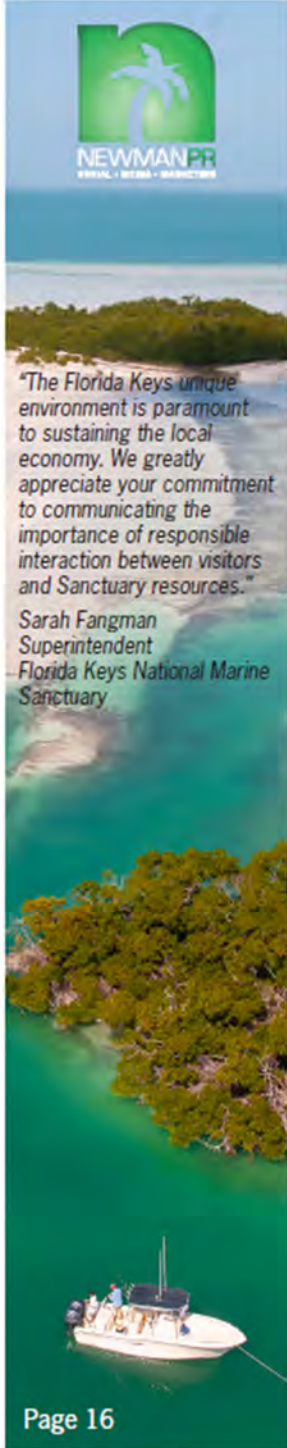
CITY OF MIAMI BUSINESS TAX RECEIPT FY 21-22
 ISSUED: Feb 14, 2022
 MIAMI 33133-4300

BUSINESS NAME: STUART NEWMAN ASSOCIATES
DBA: STUART NEWMAN ASSOCIATES
BTR HOLDER NAME: STUART NEWMAN ASSOCIATES
BUSINESS ADDRESS: 2140 S DIXIE HWY 203
EXPRES: Effective Year Oct 1 2021 Thru Sep 30 2022
ACCOUNT NUMBER: 50083
RECEIPT NUMBER: 45323
COMMENTS: CONSULTANT: BUSINESS OR PROF.
RESTRICTIONS:

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any license permits that may be required by law. This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax receipt only.

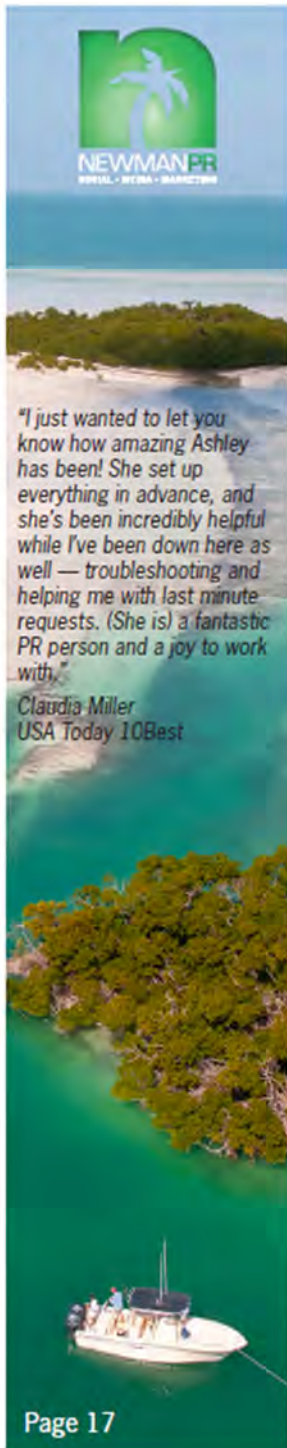
Local Business Tax Receipt
 Miami-Dade County, State of Florida
LBT
 EXPIRES SEPTEMBER 30, 2022
 RECEIVED FROM THE BUSINESS TAX RECEIPT UNIT
 MIAMI-DADE COUNTY, FLORIDA

PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.
 FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO.
 TANPUN APICHE SETSIKA SA A NAN YON KOTE KONSIDER NAN ADRES OKUPANS.
www.miamigov.com



Section 7. Compensation

- a) Agency Fee: The annual fee will be the administrative costs for all staff and agreement services by the provider.
- b) Reimbursement Expenditures: The public relations agency will be reimbursed for all actual expenses incurred for media materials, postage, shipping, clipping services, special event support, research, website maintenance, promotional items, seminars or show registrations, sub-agency agreements, entertainment of media, broadcast support, photography, broadcast production, travel expenses and all other projects or production materials that are necessary for the fulfillment of this agreement and have been approved in advance by the TDC, according to Monroe County procurement policies. The firm's telecommunication services are included in their professional fees.
- c) Compensation will be discussed during finalists' audio/visual presentations and a final decision made during agreement negotiations.
- d) Agency selection from Request for Proposal requirements and presentation process in no way constitutes a commitment by the Monroe County Tourist Development Council or the County until agreement is agreed upon by both parties.



"I just wanted to let you know how amazing Ashley has been! She set up everything in advance, and she's been incredibly helpful while I've been down here as well — troubleshooting and helping me with last minute requests. (She is) a fantastic PR person and a joy to work with."

*Claudia Miller
USA Today 10Best*

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Section 8. Written Presentation

Introduction

Two intrinsic aspects of the Florida Keys are central to the island chain's enduring appeal to visitors: their unparalleled natural environment and their easygoing, laidback way of life. If NewmanPR is chosen to continue as the Keys' public relations agency of record, efforts will build upon the responsible promotion of those two fundamental attributes, paired with advocacy for their ongoing protection.

In this way the agency will dedicate its extensive knowledge and understanding of the Florida Keys & Key West to preserving both the Keys' primary industry of tourism and residents' quality of life.

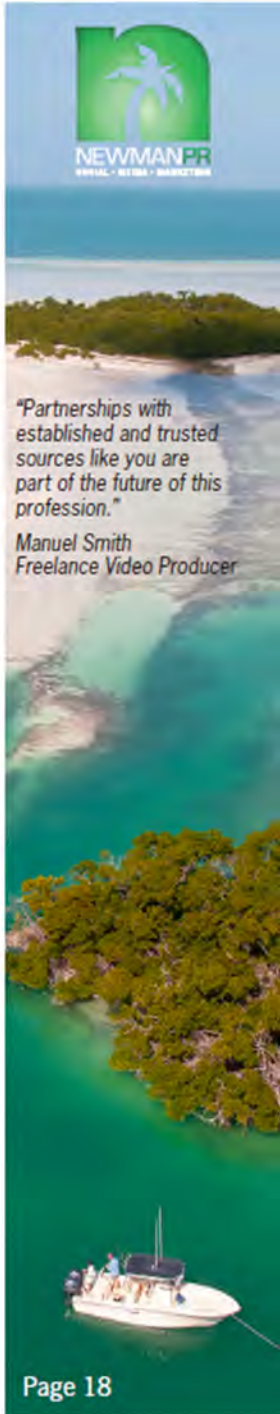
As in its almost 42-year tenure of working on behalf of the Keys, NewmanPR will focus efforts to benefit the destination on mainstream, online and social media and accredited influencers, as well as direct-to-consumer website and social media communications through the Keys' established channels. In all activities the agency will strive to continue its long track record of securing positive media exposure for the Keys that is valued at many times the TDC's PR promotional budget.

While a number of concepts and initiatives are suggested in this document, the agency's ultimate creative strategy will be based on goals and objectives developed by the TDC and conceived to work in synergy with overall destination marketing strategies.

In general, the agency will promote the Keys as a prime vacation getaway that delivers high tangible and intangible value, a place to enjoy genuine and memorable experiences that can't be found anywhere else, and a location where visitors can experience one-of-a-kind environmental and lifestyle features, forge a meaningful connection to both and join in residents' commitment to protect and preserve those elements.

In its outreach to media and consumers, NewmanPR will work to increase awareness of the unique nature and diverse attractions of each of the Keys' five districts, as well as the island chain as a whole. Vertical-market efforts targeting dive, fishing and cultural travelers also will be a priority, as will initiatives targeting LGBTQ travelers.

NewmanPR believes that a deep familiarity with the Keys — particularly given their geographical spread, distinctions in district identities and diverse range of market appeals — is vital in communicating an authentic and accurate image of the destination to media and their audiences. The account will be spearheaded



"Partnerships with established and trusted sources like you are part of the future of this profession."

*Manuel Smith
Freelance Video Producer*

by senior team members who are either full-time, part-time or past residents of the island chain, and seasoned Keys-based "stringers" or correspondents who cover events and visitor-related news stories in all five districts.

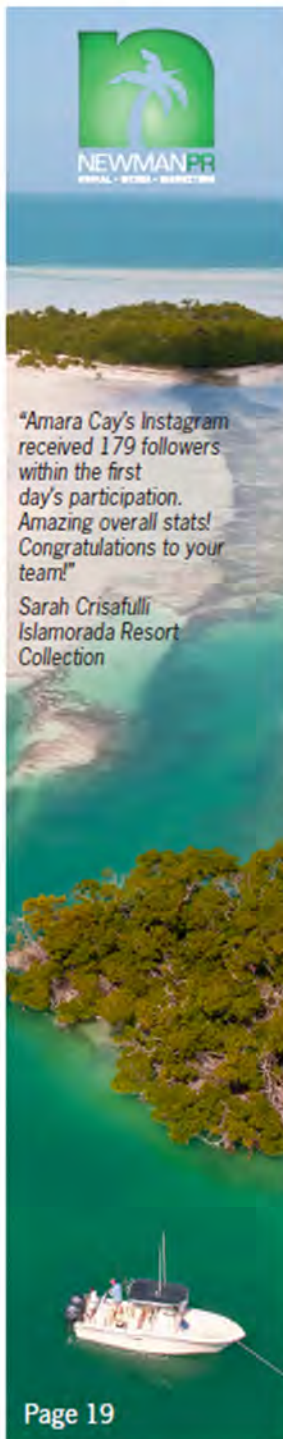
Such hands-on familiarity is not only essential in gathering and conveying factual information to print, broadcast, online and social media and influencers; it is equally valuable in assuring media that the agency is a trustworthy, 24/7 source of authentic knowledge and assistance.

Similarly, as travel decisions are increasingly influenced by peer-driven social media and word-of-mouth communications, it is more important than ever for consumer-directed messaging to resound with authenticity and a genuine understanding of the island chain.

During more than four decades of service as the TDC's public relations firm, NewmanPR has been motivated by a longstanding and focused dedication to the Florida Keys as both an internationally renowned vacation destination and a chain of authentic close-knit communities. The agency will utilize its strongly established network of contacts across the media spectrum — as well as its established social media channels directly targeting travel consumers — to continue maximizing communication of the Keys' unparalleled natural world, unique lifestyle, sustainable focus and attributes that appeal to domestic and international visitors.

Objectives

1. To focus on sustainable tourism, the Florida Keys' way of life and market uniqueness while promoting the tangible and intangible value of a Keys vacation.
2. To bolster the Keys' image as a vacation venue where visitors can enjoy relaxing, meaningful and experiential activities that foster personal connections to a genuine culture, community and lifestyle.
3. To promote the Florida Keys & Key West to high-value geographic and demographic market segments identified by TDC research.
4. To use PR strategies to position the Keys as one destination, while also communicating the diverse identities and attractions of each of the five districts.
5. To promote the destination's longstanding heritage of diversity and acceptance to both domestic and international LGBTQ markets.



"Amara Cay's Instagram received 179 followers within the first day's participation. Amazing overall stats! Congratulations to your team!"

*Sarah Crisafulli
Islamorada Resort
Collection*

6. To develop and implement promotional concepts that balance attracting responsible tourism with upholding Keys residents' quality of life.
7. To continue targeting specialty and niche markets including art and culture, diving and sport fishing, wedding and honeymoon, culinary and meetings/groups.
8. To increase awareness and enhance the image of Florida Keys special events and attractions.
9. To continue emphasizing direct-to-consumer communications through the Keys' strong existing social media platforms, develop additional social channels as they emerge and maintain significant outreach to mainstream media.
10. To target international markets in Canada, the U.K. and Ireland, the Germanic countries and other European markets when appropriate through affiliations with contracted U.K., German and Canadian PR firms.
11. To swiftly launch and execute a multifaceted PR crisis management program during any significant emergency situation that arises.

Overview

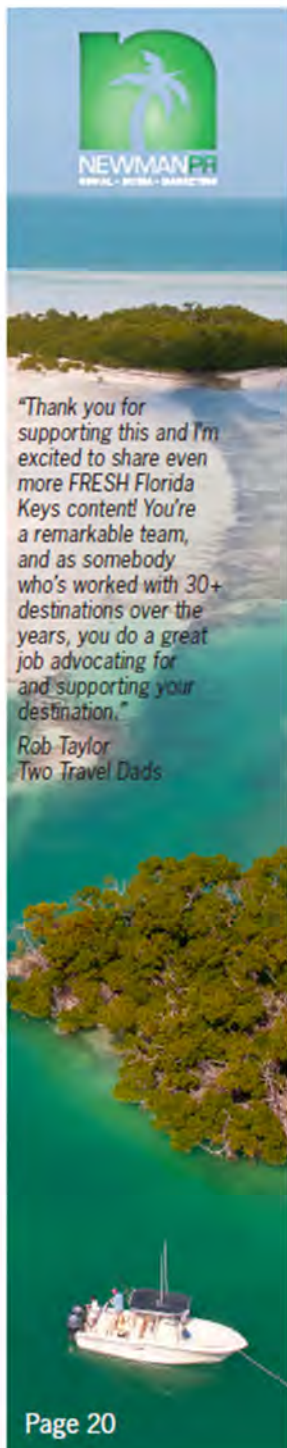
NewmanPR plans to implement a carefully crafted public relations program as an integrated facet of the TDC's annual marketing plan. The program will promote the Florida Keys as a whole, spotlight the unique identities and attributes of each district, heighten understanding of the Keys' unique environmental resources and way of life while encouraging their protection, and foster increased awareness of elements and offerings that appeal to targeted traveler groups and demographics.

As well as carrying out programs each year that further the TDC's annual goals and objectives, NewmanPR will also practice responsive adaptability, recognizing and capitalizing on emerging opportunities to enhance the visibility and positive reputation of the destination.

As in the past, measurable goals and a detailed calendar of PR activities will be created to accompany each fiscal year's comprehensive plan.

Primary ongoing activities will include:

1. Creating print, photography, video and social Keys travel content — some focusing on elements of the overall destination and some on specific district attributes, attractions and events — that advances destination



goals, and distributing it to mainstream media, targeted influencers and bloggers, and travel consumers directly via social media channels.

2. Providing personalized assistance to journalists, bloggers, broadcast production crews and qualified social media influencers such as suggesting story topics, setting up interviews, developing itineraries to meet specific media or destination goals, supplying images and video, and providing logistical and other support.
3. Arranging and facilitating individual and small-group media research trips to the Keys for qualified domestic and international journalists, bloggers and social media influencers.
4. Crafting and distributing messaging that promotes the island chain as a cohesive entity, and messaging that highlights the individual attributes, attractions and events that help define each district.
5. Maximizing utilization of direct-to-consumer social media channels such as Facebook, Instagram, Twitter, YouTube, TikTok and others to distribute timely and attention-getting photography, mini-video, image and event-related Keys content.

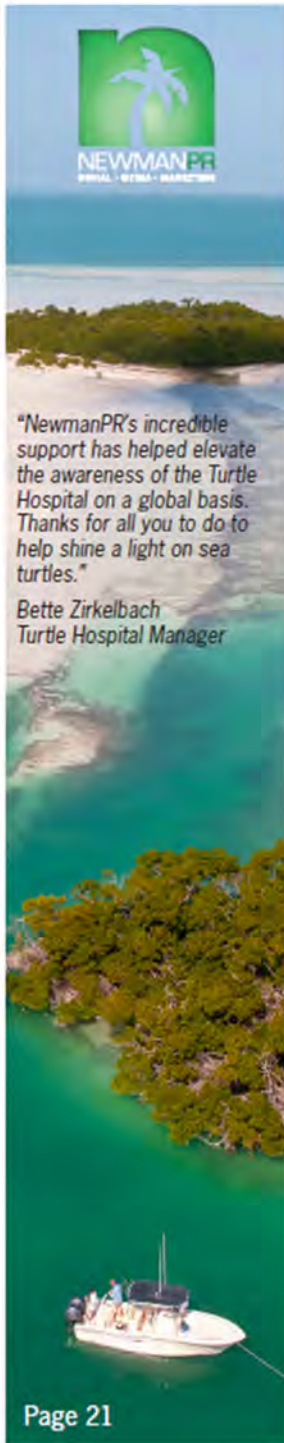
To provide optimal exposure for the destination, the agency will maintain and enrich its strong relationships with traditional media, bloggers and qualified influencers; engage in vigorous use of established social media and mobile outreach; and take advantage of emerging direct-to-consumer outlets as warranted.

Local Account Team

Under the direction of an agency president who is a part-time Upper Keys resident and has more than 41 years' experience with the account, NewmanPR's public relations program will be carried out by a team possessing firsthand personal knowledge of and appreciation for the destination.

That Keys knowledge, developed during the agency's four-decade tenure of promoting the island chain, is a vital asset in communicating accurate, authentic and convincing messaging to representatives across the media spectrum. It is equally important in crafting honest, reliable and engagement-worthy social media content.

To reach today's travelers who seek authentic and outside-the-mainstream offerings and encourage them to experience and respect the Keys' environment and lifestyle, messaging must resonate with genuine insights and hands-on awareness of the



"NewmanPR's incredible support has helped elevate the awareness of the Turtle Hospital on a global basis. Thanks for all you to do to help shine a light on sea turtles."

*Bette Zirkelbach
Turtle Hospital Manager*

offerings, environment and lifestyle.

Most senior members of the domestic Keys team are either current or former residents of the Florida Keys & Key West. Their deep-rooted understanding of the island chain, established local network and knowledge of "how things work" enable them to create not just effective communications, but also connections between stakeholders to benefit the destination.

As well as the agency president previously mentioned, the team includes a 40-year Key West resident who is the senior account executive and correspondent for the Lower Keys and Key West; a 28-year Marathon resident who is website editor, social media director and correspondent covering the Upper and Middle Keys; an account executive who is a former six-year Key West resident and covered the region for a major international newswire service; and an LGBTQ media relations specialist who is an 18-year Key West resident.

Given increasing concerns about balancing tourism with Keys locals' quality of life, senior staffers' long-term residence in the island chain is an unparalleled advantage. Because of it, NewmanPR is able to develop promotional strategies and direction not just from the perspective of public relations professionals, but also as individuals who value the Keys lifestyle so highly they have chosen to make it their own.

Two additional team members — media managers and social media specialists — take frequent getaway trips to the Keys and have extensive personal knowledge of local tourism offerings.

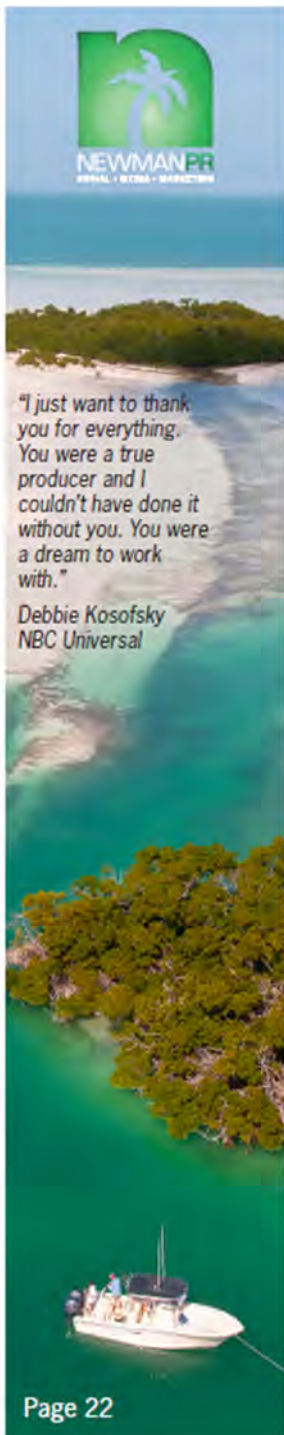
The team's in-Keys personnel are on hand at all times to maximize story coverage opportunities within their districts, provide trustworthy personalized assistance to mainstream and social media representatives, assist broadcast production crews shooting travel segments or features in the Keys, cover local and spot news events, attend District Advisory Committee meetings and Umbrella Committee meetings, and fulfill other important aspects of each year's public relations plan.

Florida Keys News Bureau

During NewmanPR's tenure with the Keys, much of its ability to generate significant positive coverage has resulted from gaining and maintaining the trust of established print, broadcast and online media outlets as well as qualified social media influencers.

Many years ago, the agency established the Florida Keys News Bureau on behalf of the destination to fulfill the content requirements of a wide range of media.

Staffed by the agency's Keys PR team members, the bureau



serves as a valued resource for both mainstream and nontraditional media. Over the years it has become a trusted provider of material for national and international newspapers' print and digital versions, newswire services, national and international television and radio networks and their digital editions, notable bloggers and leading online and social media outlets.

The Keys team directs the news bureau's contracted professionals to create "spot" news materials that exceed the highest print, broadcast and online media standards.

The Florida Keys News Bureau has a reputation for anticipating media requests, providing quality content, working collaboratively with media and adhering to strict principles of truthfulness and transparency. This has resulted in unparalleled media relationships and, therefore, ongoing widespread coverage for the destination.

NewmanPR will carry on operating the news bureau to benefit the Keys through spot news stories whenever warranted, distributing them to regional, national and international media and to accredited social media outlets that can provide "real-time" message transmission directly to consumers.

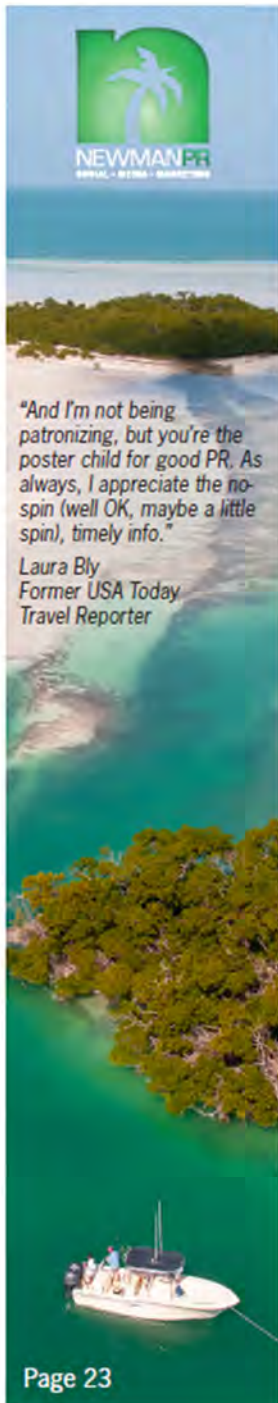
Whether focusing on unique special events, positive environmental activities such as turtle releases or coral restoration, news happenings such as the reopening of the Old Seven Mile Bridge or unforeseen opportunities, spot stories have proved to be extremely valuable in increasing positive awareness of the Keys.

For distribution, the agency will continue to use its extensive, continually updated databases that contain thousands of records on mainstream print and online journalists, broadcast outlets, bloggers and social media influencers with significant followings. Virtually all story and photography distribution is accomplished digitally, and most broadcast distribution is accomplished by direct digital uploads to broadcast outlets' systems.

Potential Public Relations Initiatives and Programs

As in the past, specific public relations initiatives and programs to promote the Florida Keys & Key West will be determined based on the TDC's overall marketing direction and goals developed for each fiscal year. Given the TDC's current objectives and recently revised mission statement, it is anticipated that, for the foreseeable future, such direction will involve safeguarding the Keys' tourism-based economy while fostering increased awareness of, respect for and protection of the natural environment and way of life.

The following suggested programs and activities are to be further explored, developed and implemented to benefit the island chain.



Focus on OTT Outreach: 'Discover the Florida Keys' Dedicated Streaming Channel

While brand awareness for the Keys is very strong, with COVID mandates lifting and international travel coming back online, it is crucial to reach a global audience and tell the destination's story.

The future of long-form content consumption and message communicating is strongly anticipated to be through the streaming OTT (Over The Top) model. Research indicates that in the fourth quarter of 2020, viewers across the globe spent 240 billion hours using video streaming apps on mobile devices.

Streaming OTT delivers messages and stories directly to the end user, bypassing traditional broadcast syndication and cable distribution. Furthermore, recent studies have shown that niche streaming content is in demand now more than ever before. A 2021 study by Antenna Consulting found that niche streaming services have grown at an annual rate of 74% over the past two years — more than double the 30% growth rate of the “big” streamers.

The overall user experience on streaming devices such as Roku, Apple and Amazon Fire makes it easier for viewers to find specific OTT channels to watch what they want when they want. Carefully curating content and strategically setting it up for delivery gives destinations an unparalleled new avenue to reach their target audience.

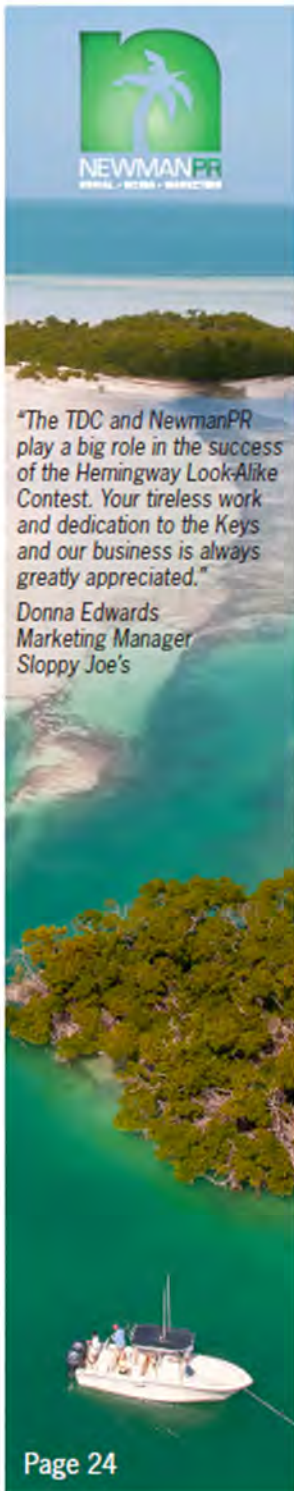
NewmanPR plans to work with Crawford Entertainment, creators of their own successful Discover Florida Channel that debuted in 2015, to develop and launch an OTT channel provisionally named Discover the Florida Keys Channel.

Existing content will be carefully curated from Crawford Entertainment's five one-hour Florida Keys broadcast specials produced in conjunction with NewmanPR, including “Island Hopping: Florida Keys” and “Florida Keys: Protecting Paradise,” and 15 half-hour episodes of Crawford's “How to Do Florida” that feature the Florida Keys & Key West.

The agency will also seek relationships with other producers of suitable Keys content, such as “George Poveromo's World of Saltwater Fishing.”

To further the success and growth of the channel and drive viewership, NewmanPR is to partner with Crawford Entertainment to produce additional new original Keys-based viewing content.

The TDC is to retain ownership of the channel once it is established, as well as all copyrights, domain URLs and developer accounts for TV, web and mobile apps.



"The TDC and NewmanPR play a big role in the success of the Hemingway Look-Alike Contest. Your tireless work and dedication to the Keys and our business is always greatly appreciated."

*Donna Edwards
Marketing Manager
Sloppy Joe's*

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Based on the rapid growth in the OTT streaming industry, the increase of "cord cutters" leaving traditional cable providers and studies showing an uptick in niche streaming content consumption, the goal is to grow the Keys channel to an audience of more than 250,000 subscribers within three years of its launch.

Focus on Sustaining Keys Environment and Lifestyle: 'Connect & Protect' Evolution

Advocating and promoting environmentally supportive actions is a vital element of the Florida Keys' commitment to protecting the region's natural resources. Four years ago NewmanPR addressed the demand for sustainable options and experiences in travel by launching a "Connect & Protect" program that encouraged visitors to discover and connect with the Keys' unique natural world and become motivated to help protect and preserve it.

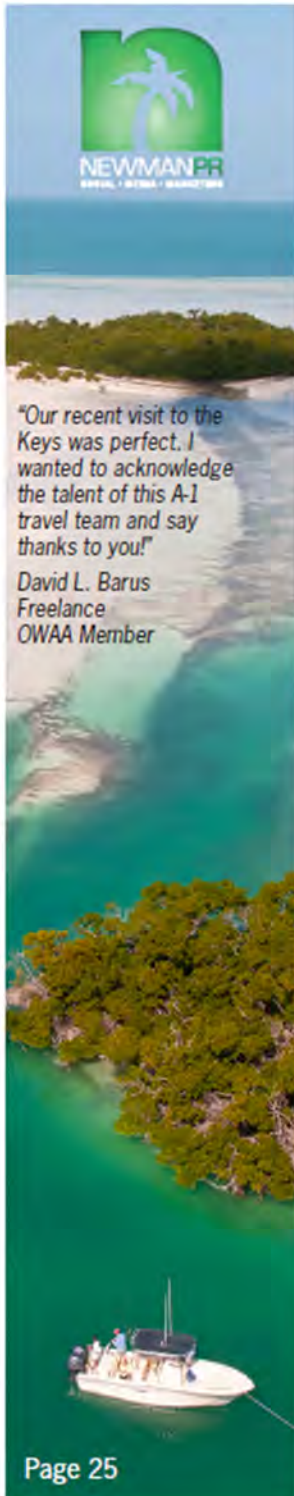
Overall, Connect & Protect messaging provides encouragement and tangible direction to help visitors make positive eco-activities and sustainable behaviors a facet of meaningful and memorable vacations.

Based on ongoing TDC objectives and positive media and consumer response, the agency has continued and developed Connect & Protect each year since its inception. While maintaining its central sustainability and environmental focus, the program has been expanded to motivate travelers to experience and respect the Keys' unique lifestyle as well.

The program has won acclaim for the TDC including two consecutive "Henry" awards — the top honor in Visit Florida's annual Flagler Tourism Awards Program — for the overall Connect & Protect initiative and its component 30-minute PBS television show, "Florida Keys: Protecting Paradise."

Over the years, elements of the initiative have included themed group press trips, individual media visits with Connect & Protect itineraries, a themed Keys Traveler Magazine and dedicated themed issues of the Keys Traveler e-newsletter, social media campaigns, creation of an eco-events directory on the Keys' Facebook page and an eco-events section of the fla-keys.com website calendar, production of the award-winning "Florida Keys: Protecting Paradise" television special, development of a "Connect with Keys Life" website section, and monthly "Stewards of the Keys" profiles of local residents who share their passion for protecting the Keys' environment and way of life with visitors.

NewmanPR envisions evolving the Connect & Protect concept into a cornerstone of the Keys PR program — an integral pillar of the island chain's identity that is recognized by media, consumers and travel professionals much like "Come As You Are."

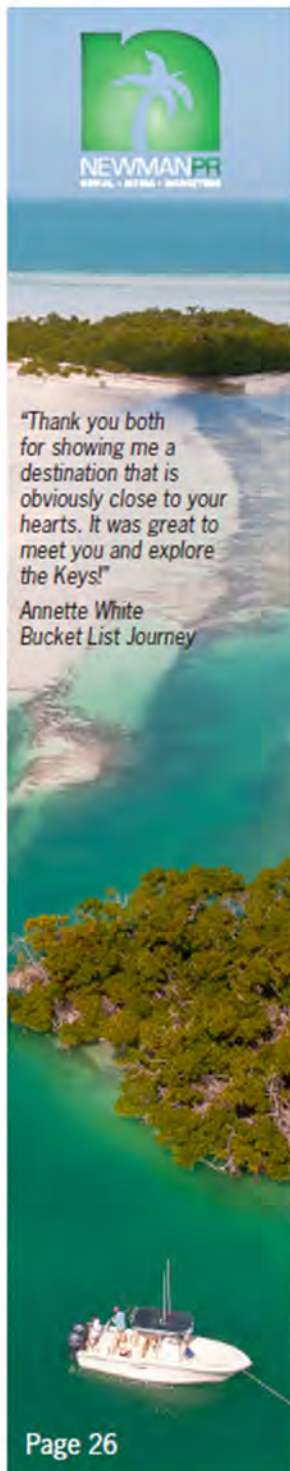


Efforts will focus on growing and developing Connect & Protect through a carefully crafted multiyear series of initiatives — all designed to define the Keys as a vital vacation choice for the fast-growing visitor demographic that seeks environmentally responsible destinations with genuine character, culture and community.

To-the-point messaging will be created to present the Keys as a place offering unique environmental attractions and activities, while also encouraging visitors' immersion in the local lifestyle and culture. In this way, the agency will work to attract visitors who are looking for authentic sustainable experiences, show consideration and respect for the Keys' environment and are mindful of the need to preserve the island chain's community heritage.

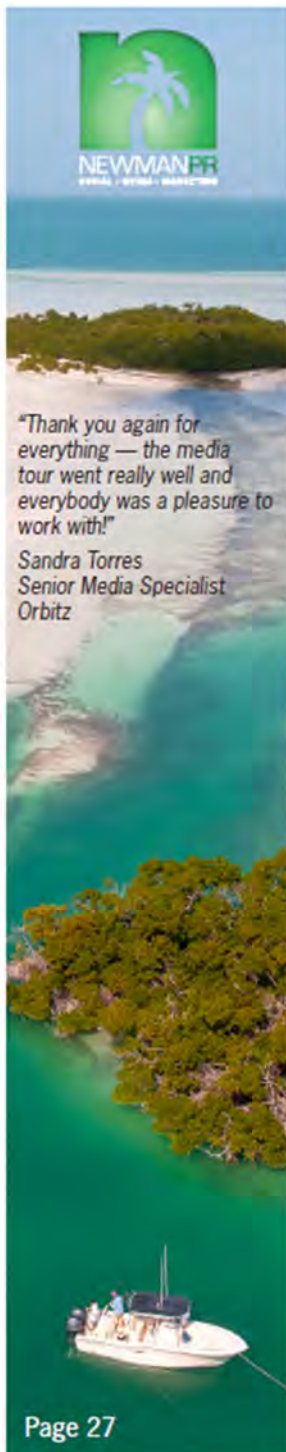
Potential activities to further this initiative include:

1. Spearheading the TDC's application to become Florida's first destination signatory to the Future of Tourism Coalition. Striving to work toward a stable future for tourism, the coalition is made up of organizations that realize the necessity for a fundamental shift in the industry to meet the needs of destination communities and their environments. Guiding principles include mitigating climate impacts, choosing quality over quantity and protecting destinations' sense of place. During the 2021-22 fiscal year, the agency investigated the requirements for becoming a signatory and believes proceeding will help position the Keys among leaders in sustainable tourism.
2. Designing and implementing a "Protect the Florida Keys Passport," a mobile visitor "passport" that features eco-travel and sustainable experiences to drive vacationers to increase their awareness, enjoyment and understanding of the Keys' natural world. Utilizing an e-commerce travel technology platform such as Bandwango, the value-added passes can be offered free or for purchase, delivered via email or text, and used throughout the Keys with trackable results. Ongoing promotion of these "passports" will further enhance the island chain's position as a destination that values sustainability and responsible travel.
3. Proposing the appointment of a designated sustainability representative on each District Advisory Council board. The DACs currently have website and advertising representatives that work with the agencies of record. Each district's sustainability representative could advise on messaging to support environmental events, activities, voluntourism offerings and capital projects within that district.



"Thank you both for showing me a destination that is obviously close to your hearts. It was great to meet you and explore the Keys!"
Annette White
Bucket List Journey

4. Adding a sustainability module to the Key Lime Academy. The self-paced online training program features video-driven modules that educate and inform travel advisors, tour operators and meeting planners to help them better sell the Florida Keys & Key West. The agency suggests developing a module that focuses on the Keys' unique environment, the importance of protecting it, ways group travelers can responsibly enjoy it and voluntourism opportunities for groups.
5. Producing monthly e-newsletter articles centered on "local recommendations," featuring select Keys residents showcasing aspects of the Keys way of life and its value, paired with suggestions for visitors on how they can experience it. In addition to providing tangible tips for travelers, this effort also subliminally encourages identification of Keys residents as among the island chain's valuable "natural resources." The articles may potentially alternate with "Stewards of the Keys" e-newsletter profiles and/or blogs.
6. Exploring the feasibility of developing a dedicated Florida Keys podcast to inform and entertain listeners with content about the Keys' natural environment and way of life. Podcasting is growing in popularity, and according to research by the Society of American Travel Writers, 60% of podcast listeners have an annual household income of \$75,000 or more. Content may include interviews with local residents on preserving the local lifestyle and sharing it with visitors, thus enhancing tourism appeal, or with advocates of sustainability such as "Stewards of the Keys."
7. Investigating a content-creation partnership with OhThePeopleYouMeet (OTPYM), a female-owned company that was established in 2012 to create and distribute content emphasizing sustainable travel and human connection with an editorial focus on local people, places and purposes. NewmanPR proposes investigating a partnership with the company to produce segments for its high-viewership offerings "Michaela's Map" and "Inspiration Station."
8. Continuing to develop and implement Connect & Protect promotional programs, content for mainstream and social media, and multifaceted media and consumer outreach that emphasizes the Keys' wealth of protected natural areas, locals' dedication to and care for the island chain's environment, and ways visitors can positively affect the Keys during their vacation experience.



Focus on Content Creation: Video Resource Enhancement

NewmanPR’s priorities will include an ongoing project to update and significantly expand its existing library of Keys video resources with dynamic, fresh and comprehensive content.

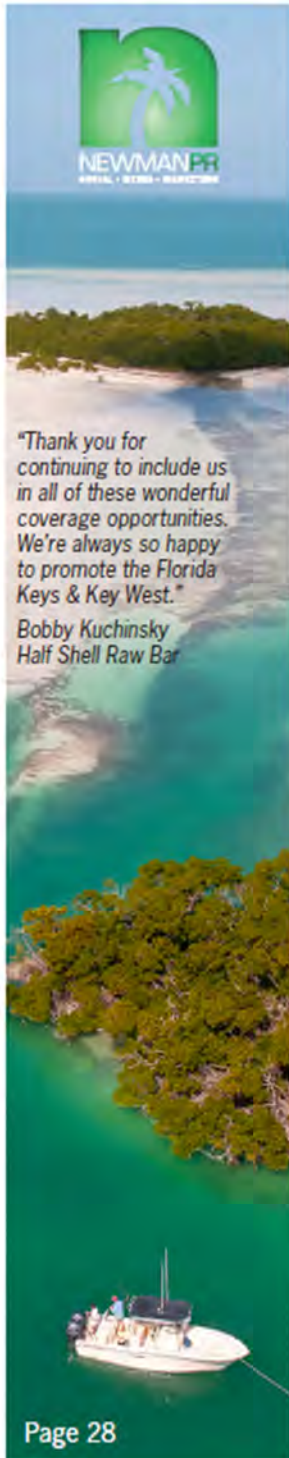
Particularly for social media, the consistent use of new and engaging video content is essential to increase reach and engagement, maximize awareness of specific aspects of the Keys and support promotional programs and objectives.

The power of imaginative video in social media is perhaps best illustrated by the success of NewmanPR’s “conch groundhog” post. To promote the Keys and their balmy “winter” weather on Groundhog Day 2022, the agency conceived and produced a brief video on a conch that lives in a “touch tank” at Florida Keys Aquarium Encounters coming out of its shell and seeing its shadow, as groundhog Punxsutawney Phil did. Posted on the Keys’ Facebook page, the video went viral and, as of this writing, had reached more than 20 million people and generated more than 13 million views and nearly 500,000 engagements — numbers unprecedented in the Keys’ entire social media history.

Original up-to-date video offerings also are of primary importance to provide to media seeking Keys information or content, visually demonstrate the island chain’s appeal and attributes during media missions and travel shows, complement current website news stories and the weekly “Keys Voices” blog, and provide vignettes for broadcast outlets including the Florida Keys OTT streaming channel described previously.

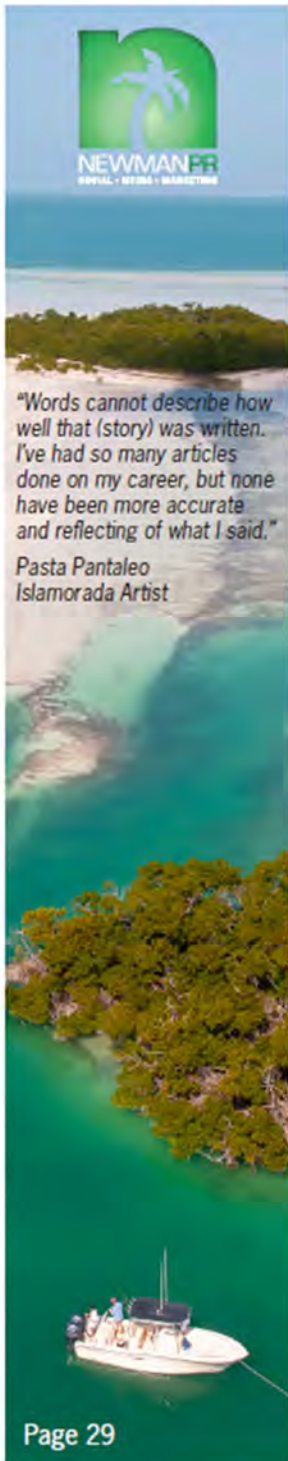
The agency will continue spearheading the production of video content that covers all districts of the Keys and supports stated marketing goals. NewmanPR proposes the creation of the following video resources:

1. A fresh and comprehensive library of one- to three-minute social-media style videos, to be shot using mobile smartphones (especially making use of new cinematic video features), in first-person format with natural sound. Video content is to spotlight popular activities that make up the Florida Keys experience, as indicated in the website section titled “Things to Do in the Florida Keys.” Topics may include fishing, diving and snorkeling, wild dolphin encounters, kayak and paddleboard ecotours, coral reef restoration, seafood and indigenous eateries, adventure activities, food tours, creation of signature cocktails and dishes, museum visits, cultural experiences and a stroll along the Old Seven Mile Bridge. The video library can



be used to populate the agency-created “Florida Keys TV” channel on YouTube, as well as being purposed for Instagram Reels, TikTok, Facebook, Twitter and a return of the “Video of the Week” feature on the Keys’ visitor website. Videos also can complement website news stories and the weekly “Keys Voices” blog.

2. A mini-video series centered on local residents giving recommendations of aspects, places or activities to enrich visitors’ vacations and appreciation for the Keys — particularly those related to the environment and way of life — and explaining what matters most to them about the Keys community. As in the print series described earlier in this document, these videos would provide valuable “insider tips” for travelers seeking authentic experiences, encourage identification of Keys residents as guides and “ambassadors” to be respected, and involve local residents as partners in increasing visitor awareness of meaningful and sustainable experiences that don’t impact the local quality of life. Video distribution can be accomplished via the Keys’ high-follower social media channels, among other avenues, as well as periodically in the e-newsletter. In addition, the video series may be assembled into one comprehensive long-form piece to be utilized by the TDC’s sales team at travel shows and events.
3. A new group of 360-degree videos, including those of Dry Tortugas National Park and the Old Seven Mile Bridge and Pigeon Key experience, that can provide a “virtual reality” exploration of elements of the Keys. Virtual reality is an increasingly popular form of travel marketing, employed in ways ranging from virtual “walk-throughs” of accommodations to VR tours of destinations. While the best virtual experience requires a VR headset, 360-degree videos can also provide a virtual experience. Existing 360-degree videos on the Keys’ YouTube channel would be refreshed as well.
4. One new overall video that showcases the most important and appealing aspects of the entire Florida Keys and five district videos that visually present the highlights and self-identified character of each district. The current versions of these videos are among TDC’s valuable promotional assets and receive widespread exposure on the Keys website among other distribution avenues. However, evolving offerings in the island chain, as well as innovations in video shooting and editing technology, necessitate creating new videos to best represent the Florida Keys to all audiences.



In addition, as previously noted, NewmanPR's Florida Keys News Bureau will continue to produce spot video news packages whenever warranted and distribute them to the appropriate broadcast and online venues and accredited social media outlets.

While much of the video content outlined above will be produced by locally sourced Keys-based professional videographers, licensed drone pilots and seasoned underwater shooters, all members of the agency's in-house and in-Keys social media team are to regularly cultivate, shoot and edit video content.

Vertical Market Targeting

As the TDC's public relations agency of record, NewmanPR has focused on marketing the Keys to mainstream vacationers, but also promotes aspects of the island chain that appeal to a variety of specialized and niche traveler markets. The agency will target specific demographic and geographic markets — from mainstream to specialized — based on the TDC's market research.

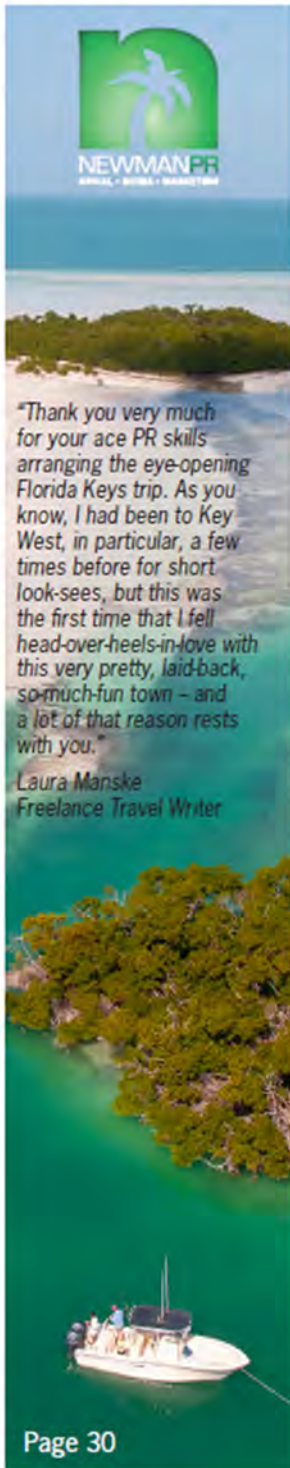
Attracting travelers who seek sustainable options and eco-tourism activities is paramount, based on both the essential need to protect the Keys' natural environment and the increasing role of sustainability in motivating vacation decisions.

Other market segments will be pursued because attributes of the overall Keys fit their expressed travel needs or preferences, and some are typically targeted to "grow" travel for one or more individual districts.

While messaging will be adapted depending on specific market segment, importance across all segments will be placed on the Keys vacation as a relaxing, memorable, genuine and enriching experience with a lasting intangible value — one that is set against the backdrop of an unparalleled natural environment.

Potential target segments include, but are not limited to:

1. Eco-tourism, voluntourism and sustainable travel
2. Soft-adventure
3. LGBTQ
4. Culture, art and heritage
5. Sportfishing
6. Diving and snorkeling
7. Culinary
8. Luxury



- 9. Destination wedding and honeymoon
- 10. Meeting and incentive
- 11. Wellness and enrichment
- 12. Family and multigenerational

District and Umbrella Programs

While messaging that promotes the entire Florida Keys is a vital component of a responsible PR plan, it must be paired with efforts to appropriately position and promote each Keys district. Each district contributes to the island chain's overall appeal, yet also offers unique attributes and attractions of interest to a wide range of market segments.

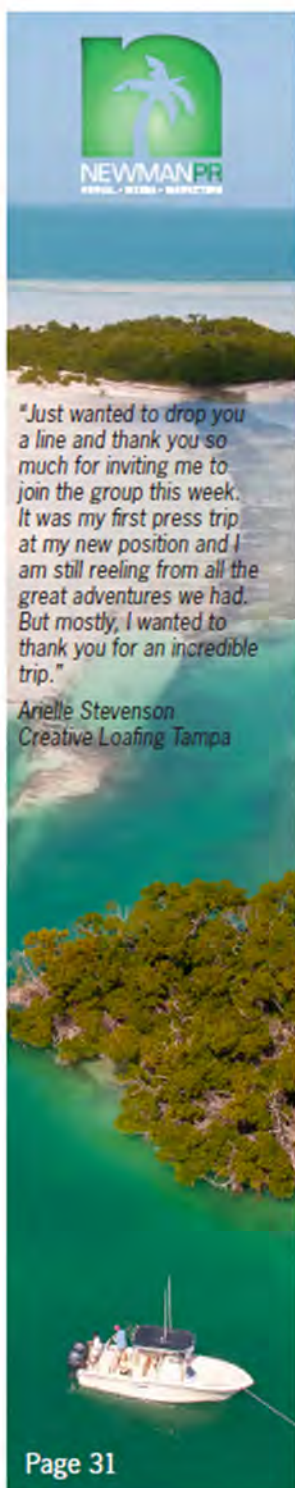
The agency's correspondents in the Upper/Middle Keys and Lower Keys/Key West will work closely with local contacts and industry representatives in their respective districts to assist in providing support to media and influencers on individual story-gathering trips. Correspondents also will identify and produce area features and spot news reports that provide positive coverage for the district.

In addition to fostering positive awareness of the Florida Keys as a whole the agency will promote the genuine attractions of each Keys district to mainstream and targeted niche market media, social media and travel consumers.

The agency will use a carefully crafted combination of messaging that spotlights the activities and appeals central to each district's self-selected identity within the cohesive destination. For example, Key Largo can be showcased for its dive and snorkeling excellence, Islamorada for its fishing and art and culinary scene, Marathon for its family and boating appeal and Old Seven Mile Bridge, Big Pine & the Lower Keys for eco-tourism and soft-adventure activities, and Key West for its arts and cultural, culinary, watersports and LGBTQ facets.

In addition, the agency will showcase and reinforce the unique aspects of each district through advance promotion and spot news coverage of the district's most significant special events.

Like its support for individual districts, NewmanPR plans to provide public relations support to the cultural, dive and fishing umbrellas, expending year-round efforts to raise awareness of each umbrella's TDC-funded events, programs and offerings to both media and consumer audiences.



Media Visits

NewmanPR will implement an aggressive program of securing accredited media with strong potential to benefit the Florida Keys & Key West. Targets for visits include representatives of mainstream media outlets, online and mobile travel publications, blogs with a strong editorial focus, qualified high-reach social media influencers and other venues that can increase positive awareness of the destination.

The agency's proprietary network of contacts in all media genres is a notable asset to the Keys, and the database is regularly updated as new outlets and contacts are identified as appropriate candidates for communicating positive information.

Media will be selected based on the objectives and demographics established in the TDC marketing plan, and on the geographic areas identified by TDC research as strong search and booking markets. As in recent years, continued emphasis will be placed on individual visits.

Before arranging accommodations or expending other resources, agency staff members will research and qualify all media representatives not previously known to NewmanPR, with evaluation based on elements ranging from social media reach and engagement to publication circulation.

PR expense funding will be budgeted for high-reach influencers who seek compensation from destinations for their visits and coverage. Paying compensation is now a common PR practice, and past collaborations with carefully selected individuals have resulted in significant positive coverage of the Keys.

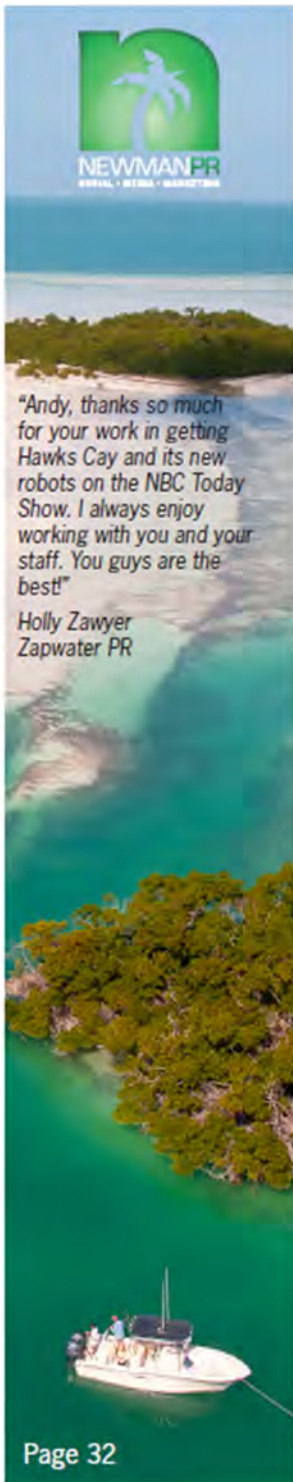
All media representatives will be strongly encouraged to promote the destination's website in their articles or posts, as well as using predetermined campaign or trip-specific hashtags when appropriate.

Individual Media Research Trips

NewmanPR will direct significant resources toward assisting domestic print, online and broadcast journalists, bloggers and leading influencers on individual trips.

As well as being preferred by contemporary media, solo visits are valuable in terms of current promotional objectives. Media members visiting on their own often prefer off-the-beaten-path exploration, tend to interact more freely with local residents and can form their own connection to the destination.

In fact, given the statistical growth of solo travel — for example, 49% of 2022 bookings on Contiki, leaders in planning experiences



for millennial and Gen Z travelers, are for solo trips — outreach will be developed to explore collaborations with solo travel influencers.

Agency assistance for individual visits may include creating customized itineraries to support story needs or destination initiatives, arranging complimentary or reduced-rate lodging when possible, providing logistical support, setting up interviews and meetings with selected local residents or even on-site escort in special cases.

From a logistical standpoint, Keys accommodations partners are more easily able to provide reduced-rate or complimentary rooms for individual visits than they are for group trips, so a focus on individual media benefits their properties as well.

Group Familiarization Tours

While individual media visits are expected to predominate in the near future, group visits will be arranged in specific instances — particularly for international media. Participants are typically chosen to include a well-targeted blend of leading print, broadcast and online journalists, bloggers and qualified social media influencers.

Group media research trips will be designed to emphasize elements that support the fiscal year's stated marketing focus, foster promotion for all five districts and feature activities that encourage understanding and protection of the Keys' environmental riches and communities' cultural heritage.

Trip itineraries will include meetings with intriguing local residents and "Stewards of the Keys" willing to share their personal insights into the island chain. This will serve to enhance the authenticity and meaningful nature of the activities experienced by trip participants, thereby enriching their resulting stories and social media posts.

One or more agency escorts will guide all group visits and will accompany the media to provide knowledgeable, accurate information about the island chain and 24/7 assistance in meeting story-gathering needs.

To maximize return on investment for media research trips while minimizing expenses, the agency may explore working with Visit USA, Visit Florida and other suitable tourism organizations on joint-venture trips that generate positive exposure for the Keys. When deemed potentially beneficial to the destination, NewmanPR will also consider joint or shared promotional efforts with public relations representatives of individual Keys properties or attractions.



Broadcast Opportunities

During its previous tenure representing the Florida Keys & Key West, the agency sought and secured opportunities for live and taped broadcasts from Keys locations by major television networks, cable travel programmers, specialized outlets such as PBS, independent mainstream and vertical market production companies, and online and mobile outlets with significant audiences.

These have ranged from segments on national morning shows including "Good Morning America" and NBC's "Today" to the Weather Channel.

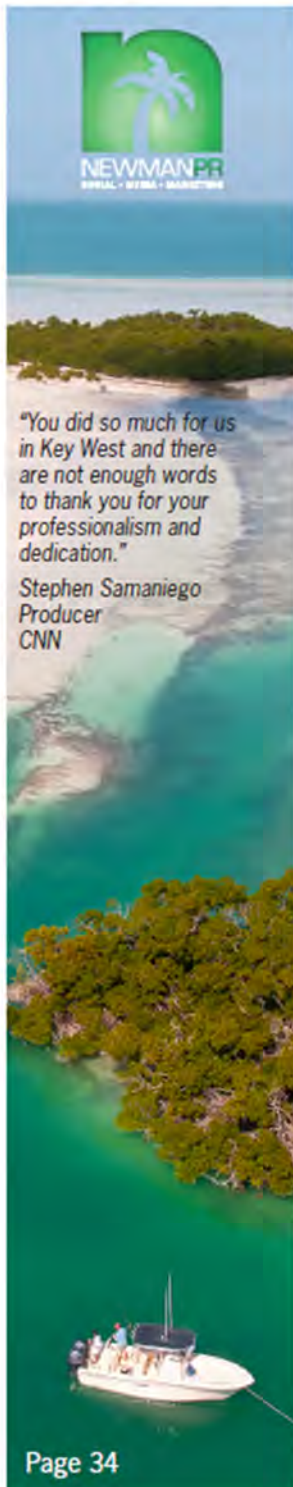
In addition, in recent years the agency has budgeted for and collaborated on the production of several Keys-focused shows that support the TDC's marketing objectives and communicate positive destination attributes. These have included an episode of the PBS program "Samantha Brown's Places to Love" that aired nationwide; a long-term sponsorship of WPBT2's Emmy Award-winning "Art Loft," a 30-minute public television art program; long-term sponsorship of "George Poveromo's World of Saltwater Fishing" that airs on Discovery Channel; "Airport Insider" for Fox Business Network; and "Island Hopping: Florida Keys" that debuted on the Discovery Channel, subsequently was syndicated nationally and also aired on regional networks including Florida PBS stations.

At the time of this writing, agency is collaborating with Crawford Entertainment on an hourlong broadcast special titled "Only in the Florida Keys" to be streamed globally on the Discover Florida channel among others, and a half-hour version of the show scheduled to air on Discovery Channel in March 2022.

Most recently, NewmanPR liaised with South Florida PBS regarding the production of a documentary on the 200th anniversary of the July 3, 1823, incorporation of Monroe County, to be recognized as the 200th anniversary of the Florida Keys. In February 2022 South Florida PBS agreed to produce the documentary and it is slated to be presented to American Public Television at its November programming convention for broadcast in 2023.

The agency will capitalize on broadcast opportunities that arise with high visibility and audience reach, providing multifaceted support and production assistance. As previously noted, efforts also will be undertaken to launch a dedicated Keys OTT streaming channel.

In addition, activities will include proactively pitching targeted destination shoots and programming that spotlights the destination's environmental, cultural, historic, attitudinal and



visitor-friendly attributes. Similarly, the agency will work to attract major-market and national radio programs to execute live or taped broadcasts from the Keys.

Online and Social Media Initiatives

Website Content

The Florida Keys' PR agency is tasked with managing the general destination news and topical subsections of fla-keys.com, as well as most aspects of the website's calendar of events. NewmanPR plans to develop and post original content to these sections several times per week and whenever needed. News section posts will also "feed" district-specific content to the dedicated Key Largo, Islamorada, Marathon, Big Pine & the Lower Keys and Key West news sections.

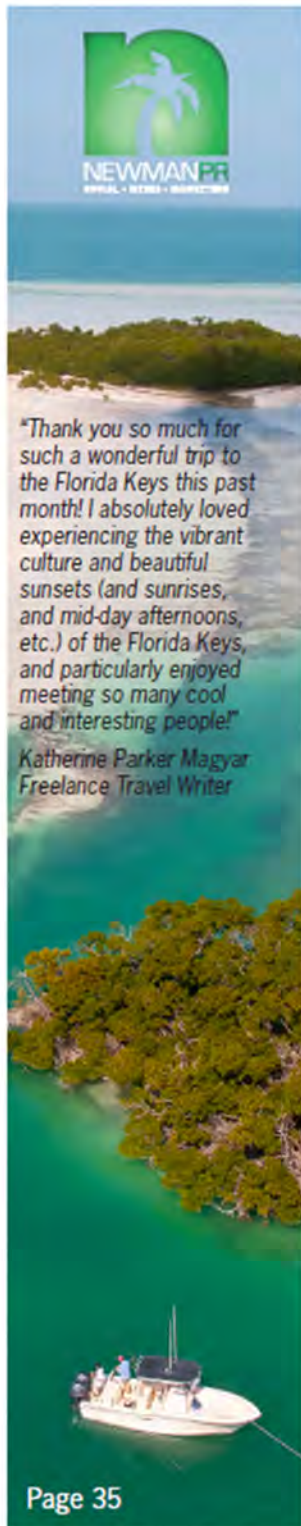
Designed to promote all aspects of the destination, content will include advance releases detailing upcoming special events, environmental adventures, cultural offerings, eco-activities and sustainable initiatives, watersports, dive experiences and fishing tournaments; and announcements of new attractions, accommodations and experiential offerings. Posted copy will be paired with photography and, as appropriate, video elements.

In most instances, plans call for content posted in the website's news section to mirror releases distributed directly to journalists, bloggers and social media influencers. Use of the section for timely consumer messaging — including spot news stories on events that enhance favorable perception of the Keys — complements media distribution. Keys social media content briefly reporting such happenings can be linked to the posted spot news pieces, providing consumers a way to access more detailed and comprehensive information.

Other news section content, including "evergreen" releases, features related to themed public relations programs and "Stewards of the Keys" personality profiles, will be developed specifically for direct-to-consumer distribution to the website's online and mobile audiences.

The news section also will be utilized to disseminate information in situations that require emergency or crisis communications, a strategy that has proved valuable during crises including hurricanes and the COVID-19 pandemic.

NewmanPR contracts with a website editor to oversee and populate the main news section and the districts' dedicated news pages, the annual calendar of events and other sections that fall under the agency's purview. For other areas of the site, ranging from the umbrella-specific and sustainability sections to those



addressing market segments such as family travel and weddings/honeymoons, the web editor will work in close collaboration with Two Oceans Digital to coordinate the creation and publication of content.

The agency will monitor and update all website sections under its purview to maximize reach, engagement and effectiveness. Particular attention will be paid to areas with high value to the destination such as the eco-tourism/green travel subsection and the recently developed “Connect with Keys Life” section and eco-events calendar category.

‘Keys Voices’ Travel Blog

NewmanPR will continue writing and posting weekly content to the “Keys Voices” feature blog, a facet of the fla-keys.com website as well as a stand-alone offering, and twice-monthly content to its component LGBTQ travel blog.

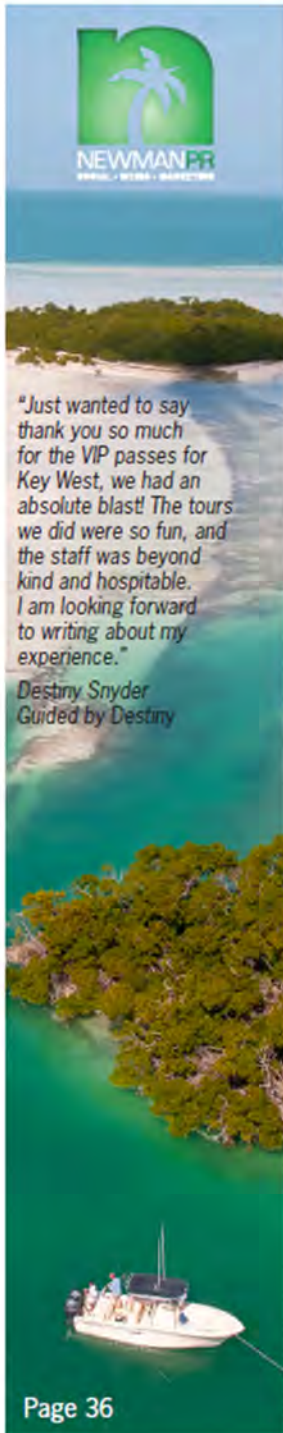
Created by the agency in 2009 on behalf of the destination, “Keys Voices” is an authentic and entertaining voice for the island chain. Its content meets contemporary travelers’ preferences for “insider insights” and local recommendations, covering “only in the Keys” places and events, sustainable options and activities, environmental wonders and the need for their protection, eco-friendly attractions and enriching adventures — while also communicating the value of the local lifestyle and showing visitors how to experience aspects of it.

“Keys Voices” has become a valuable resource for travel consumers, media seeking in-depth material and story prompts, and social media influencers looking for itinerary and topic ideas.

New content will be written in the blog’s traditional friendly and casual tone, reinforcing the Keys’ easygoing character while encouraging a level of reader trust and engagement that can help motivate travel decisions. Local imagery will be incorporated into each post, with video segments used as appropriate.

In addition to being editorially balanced to represent all Keys districts, the blog will showcase elements and events that support TDC promotional goals as well as umbrella initiatives and events. “Keys Voices” also will be utilized as a vehicle to expand upon topics covered in necessarily brief spot stories and news releases, and to promote destination elements that are worthy but may lack major media appeal.

Plans also call for continuing the longstanding series of monthly “Stewards of the Keys” interviews with residents immersed in preserving and protecting the Keys environment or way of life.



Because new posts are added regularly and lead stories change weekly, “Keys Voices” has proven extremely useful in attracting website readers seeking new content.

Ongoing strategies to grow consumer and media readership will include posting social media announcements of each new blog entry, optimizing the use of links within all posts, sharing posts with NewmanPR’s international affiliates for social media promotion in their markets, and exploring emerging platforms to further increase audiences. Working in tandem with TwoOceansDigital.com, the agency will continue facilitating the distribution of copy and links to LGBTQ blog entries directly to consumers via an opt-in email address list.

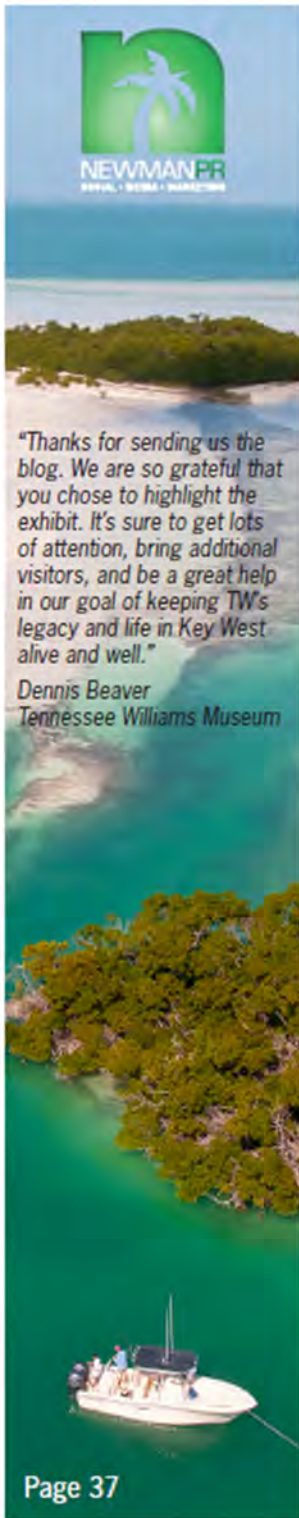
Social Media Messaging and Management

During NewmanPR’s tenure in handling public relations for the TDC, social media has played an ever-growing role. It has proven to be invaluable as a vehicle for timely messaging to travel consumers, an increasingly useful conduit for reaching mainstream media, a viable means of reinforcing “brand” loyalty and an effective tool for building and strengthening connections with potential and repeat Keys visitors.

The agency is currently responsible for producing, posting and managing content for the Keys’ social media outlets — primarily Facebook, Instagram, Twitter, Pinterest, TikTok and YouTube — and employs a social media editor, assisted by other team members, to coordinate and oversee content creation and posting. Under the agency’s direction, efforts have been particularly successful on Facebook and Instagram, where follower numbers have grown to more than 530,000 and 318,000, respectively.

NewmanPR will continue to cultivate, produce and post enticing destination communications, compelling imagery and video elements purposed for each of the Florida Keys’ social media platforms, while also working to grow their audience numbers and engagement. Utilizing quality multimedia elements, content will blend Keys “image” promotion with useful, informative, aspirational and entertaining messaging tailored to each platform.

Equally important, social media campaigns will be developed to support specific TDC marketing objectives, such as raising awareness of the island chain’s unparalleled natural environment and way of life while encouraging travel consumers to respect and protect both. These may include special promotions and contests like the past multiyear “Sustainable Sunday” campaign and 2021’s “ReConnect in the Florida Keys” video challenge whose posts reached nearly 750,000 people.



"Thanks for sending us the blog. We are so grateful that you chose to highlight the exhibit. It's sure to get lots of attention, bring additional visitors, and be a great help in our goal of keeping TW's legacy and life in Key West alive and well."

*Dennis Beaver
Tennessee Williams Museum*

Other examples include the 2022 development and launch of an “eco-centric” events directory on the Keys’ Facebook page to showcase environmentally focused activities — thereby promoting local communities’ commitment to conservation, preservation, sustainable living and voluntourism offerings.

Going forward, as noted previously in this document, the agency also intends to capitalize on the value of video in social media. Instagram Reels, Instagram Stories and Highlights as well as short-form videos on TikTok are to be employed as tools for raising destination awareness and maximizing audience reach and engagement.

Produced in all districts of the Keys, segments are to cover special events, eco-based activities, moments of natural beauty and other high-interest elements that help define the Keys experience. Other subjects may include on-the-water adventures, attractions with high visual interest and short interviews with intriguing Keys “locals” showcasing their professions or passions. In each case, viewers will be engaged to “participate” virtually in the experience.

In particular, plans call for NewmanPR’s social media team to stage several “missions” annually to create and gather multimedia content for the Keys’ Facebook, Twitter, Instagram and TikTok channels. Some elements may relate to specific campaigns and some will simply be sourced for their potential engagement value.

As illustrated by past efforts — particularly on TikTok and Instagram — custom content that tells a story drives engagement and increases brand awareness. Instagram and TikTok are now considered driving forces for marketing efforts — and having fresh, creative and engaging content geared to their audiences is crucial; simply compiling information from content gathered for other platforms is no longer effective, as the audiences are vastly different.

In addition to the platforms mentioned here, others will be considered and used as they gain in popularity and potential effectiveness for the Florida Keys.

Because social media has proved extremely useful in crisis situations, most specifically for disseminating accurate and timely communications, NewmanPR will be prepared to employ it in that manner if conditions warrant. As in past times of crisis, the agency will dedicate its resources to implement and update postings on a 24/7 basis.



"The success of One Human Family is due to conversations that others have when sharing a wristband or sticker. And everything YOU all do in publicizing the concept is critical to expanding peoples' awareness in ever-increasing numbers. My praise goes to the entire Newman and TDC team who keep our image out there looking inviting and wonderful."

*JT Thompson
Founder
One Human Family*

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LGBTQ Market Promotion

NewmanPR's outreach to LGBTQ media and consumers will support the island chain's national and international reputation as a leading LGBTQ vacation spot and communicate the "One Human Family" mindset that underlies its appeal.

As with promotion to other markets, efforts will also focus on heightening awareness of the Keys' unparalleled natural environment and unique way of life, while encouraging their protection. In addition, ongoing emphasis will be placed on expanding LGBTQ travelers' interest in other Keys districts in addition to Key West.

NewmanPR's previous initiatives to serve this market include producing revised market-specific web section content and collateral materials that highlight Key West's and the Keys' longstanding heritage of inclusiveness and diversity. The agency also produced a video that features members of Key West's LGBTQ community discussing the island's history of acceptance and the contemporary elements that make it a "must-do" vacation choice.

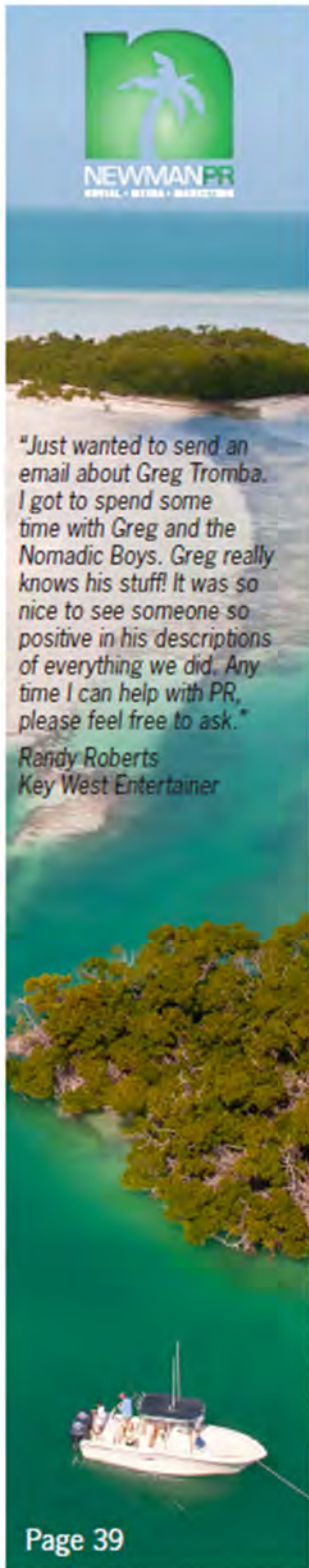
During fiscal year 2022-23, efforts are to include exploring the feasibility of launching a moderated LGBTQ-centric Instagram channel.

As well as maintaining and expanding the Florida Keys & Key West's desirability as an LGBTQ travel destination, future plans also will take into account the diverging expectations and travel preferences of different segments of the overall market.

Statistics show that the older LGBTQ demographic prefers activities, entertainment venues and accommodations that are largely gay-focused, while younger gay travelers and LGBTQ family travel groups tend to prefer all-inclusive activities, all-welcome accommodations and experiences similar to those valued by mainstream travelers.

Therefore, public relations activities will be designed to raise awareness of the Florida Keys as a vibrant and relevant place for LGBTQ millennials, young professionals and families, paired with producing appropriate messaging to draw older travelers.

While a definitive promotional direction will be determined based on TDC goals, overall strategies will include representing the Keys and Key West editorially to LGBTQ media, bloggers and social media influencers through a balance of "image" efforts and a focus on special events that appeal to the market. Among focal attributes are the variety of LGBTQ and all-welcome accommodations available, activities ranging from high-energy



"Just wanted to send an email about Greg Tromba. I got to spend some time with Greg and the Nomadic Boys. Greg really knows his stuff! It was so nice to see someone so positive in his descriptions of everything we did. Any time I can help with PR, please feel free to ask."

*Randy Roberts
Key West Entertainer*

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adventures to environmental offerings, and cultural and community aspects.

The agency plans to continue contracting with an LGBTQ media relations specialist to spearhead outreach to LGBTQ-market media, accredited social media influencers and travel consumers. This specialist also will liaise with the TDC sales team and relevant local business organizations to maximize promotional synergy.

General activities are to include the production and distribution of media releases featuring news, special events and tourism infrastructure improvements of interest to the market; the creation of twice-monthly LGBTQ blog entries; and representation at national and international travel trade and media events.

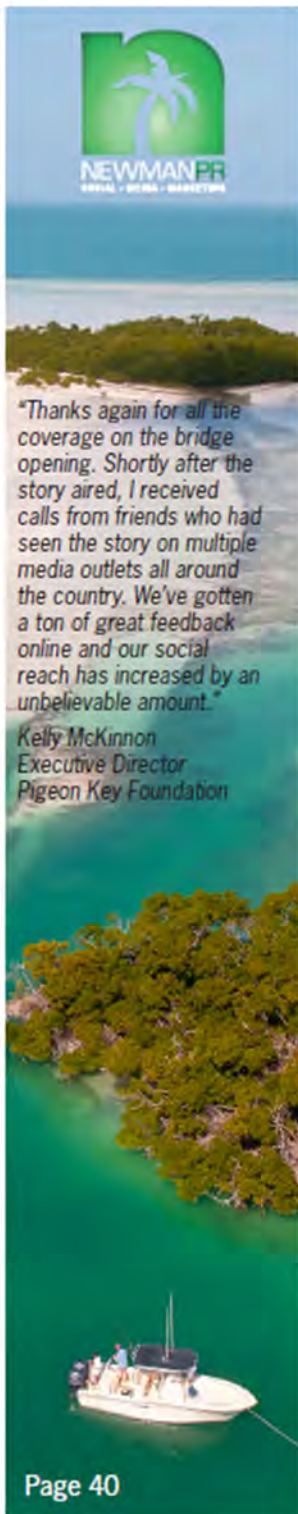
The LGBTQ media relations specialist will organize multifaceted ongoing support for and on-site meetings with LGBTQ journalists, bloggers and influencers visiting the destination. Influencers in particular will be chosen in part for their ability to reach young LGBTQ consumers and communicate their Keys experiences to them.

Agency efforts are likely to include curating itineraries for visiting LGBTQ media and social media representatives that include multidistrict activities and environmental and voluntourism offerings; arranging meetings with "Stewards of the Keys" for visiting media to heighten their awareness of Keys' residents dedication to preserving the local environment and way of life; and launching a "Keys Voices" blog series featuring LGBTQ residents who "give back" through participation in charity work, community programs or volunteering.

Other concepts under consideration include increasing messaging about local businesses' or organizations' community outreach events, such as those helping protect LGBTQ youth or supporting worthy Keys programs. Such messaging would help bolster the island chain's reputation as an all-welcome "One Human Family" destination and help attract LGBTQ visitors who value that principle.

In addition, the agency will promote newsworthy LGBTQ-focused events and aspects via the Florida Keys News Bureau's spot news photography, video and story features.

Just as editorial content and photography will be distributed to targeted media and influencers, information and input for articles in LGBTQ and mainstream outlets will be offered and provided as appropriate. As in the past, efforts will focus on strengthening existing media relationships and building new ones.



"Thanks again for all the coverage on the bridge opening. Shortly after the story aired, I received calls from friends who had seen the story on multiple media outlets all around the country. We've gotten a ton of great feedback online and our social reach has increased by an unbelievable amount."

*Kelly McKinnon
Executive Director
Pigeon Key Foundation*

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Media Resources

Online Newsroom

While serving the TDC and the Florida Keys, NewmanPR has managed and provided content and journalist-friendly materials for media representatives through its online newsroom. Updated regularly with new content, the newsroom is well established as a resource for mainstream and online journalists, bloggers, social media influencers and broadcast outlets.

Content including photo and video resources is streamlined to meet informational needs across media genres and platforms, with easy registration and access for media users, multiple social media offerings and email alert capabilities.

Current newsroom resources include an electronic press kit featuring comprehensive information on each Keys district, with elements formatted for download by media users. It is complemented by specifically targeted press kits, including those focused on Connect & Protect topics and "Stewards of the Keys" profiles, and those tailored to the LGBTQ, weddings, meetings and incentives, environmental and culinary markets. An additional press kit spotlights releases about connecting or reconnecting with the island chain.

Also available is high-resolution photography of each district and selected special events, with images organized into albums and formatted for downloading by registered media users. Professional b-roll video footage and footage of special events, Connect & Protect environmental highlights and other newsworthy offerings are available for sharing or for media downloads. Photo and video content, especially when it features timely special events, is updated frequently.

Easily accessible as well are advance releases on current events, offerings and highlights throughout the Keys. Links to and recent postings from the island chain's top social media outlets are prominent, useful for disseminating up-to-the-minute information and increasing media awareness of the social channels.

Other resources include links to Keys event calendars and webcams, recent Keys coverage from media outlets, newsroom registration directions, media request forms, contact information and subscriber interfaces for email alerts for content specified by the subscriber.

The agency will continue evaluating and refining content, ease of access and applicability of newsroom materials to meet the needs of members across the rapidly changing media landscape. Fresh content will be uploaded regularly to maximize the newsroom's relevance, usefulness and credibility as source of materials that



enable media representatives to convey accurate, timely Keys information to their audiences.

Photo and Video Library

As well as the newsroom's content, the agency will maintain and expand TDC's extensive library of Keyswide digital photography and high-definition and 4K video footage (the latter archived through Digital Island Media). Shot in all five districts and covering a variety of Keys attributes, this content is available to media upon request.

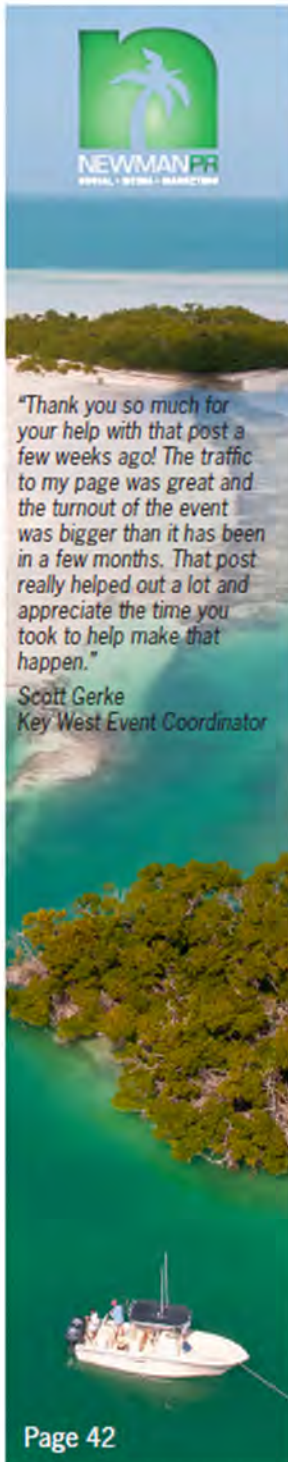
As previously outlined in this document, significant attention will be paid to producing a collection of fresh and comprehensive video pieces, which cover all districts of the Keys and support stated marketing goals, for use in a wide range of media and social media situations.

Other Materials to be Produced

NewmanPR will adapt the format and structure of its media releases to meet the changing requirements of the media they inform. Recent trends include the demand for shorter and more concise copy, reliance on pertinent links to provide additional story points and the need for associated photo and video resources. These requirements also hold true for communications geared to consumers.

NewmanPR plans to create the following materials for distribution to mainstream media, bloggers and influencers, and travel consumers as indicated.

1. Travel and news-oriented stories according to a prearranged calendar, complemented by releases spotlighting unforeseen events with the potential to reflect favorably on the destination.
2. Special event-oriented advance releases on TDC-funded events in all Keys districts and representing all umbrellas, as well as advance releases for other significant special events that may not receive dedicated TDC funding. Results releases for TDC-funded fishing tournaments also will be produced.
3. Targeted releases that support the TDC's marketing goals and agency initiatives. Most recently, these have included a series on "Only in the Keys" experiences, pieces on "bucket list" eco-adventures and monthly "Stewards of the Keys" profiles of residents dedicated to preserving the Keys' environment and way of life.
4. Quarterly "What's New in the Florida Keys & Key West" roundups spotlighting new and enhanced accommodations,



attractions, tours and similar offerings in all Keys districts, produced to inform domestic and international trade and consumer media about updates to the Keys tourism product.

5. An annual overview of new and/or upgraded accommodations, attractions and experiences geared to the meetings and incentive market.
6. One or more annual magazines showcasing all districts and a wide range of Keys attributes to be distributed at U.S. and international travel shows and other venues. As well as a mainstream magazine whose content will be selected in collaboration with the TDC's sales team, special issues may be produced for specific vertical market segments.
7. A monthly e-newsletter geared to travel consumers and media, with each issue featuring articles on a variety of Keys attributes and events that attract visitors from multiple districts, as well as a "Stewards of the Keys" profile of an environmentally focused local resident. Content will be selected to benefit the destination by targeting messaging directly to an opt-in subscriber list that currently numbers over 110,000.

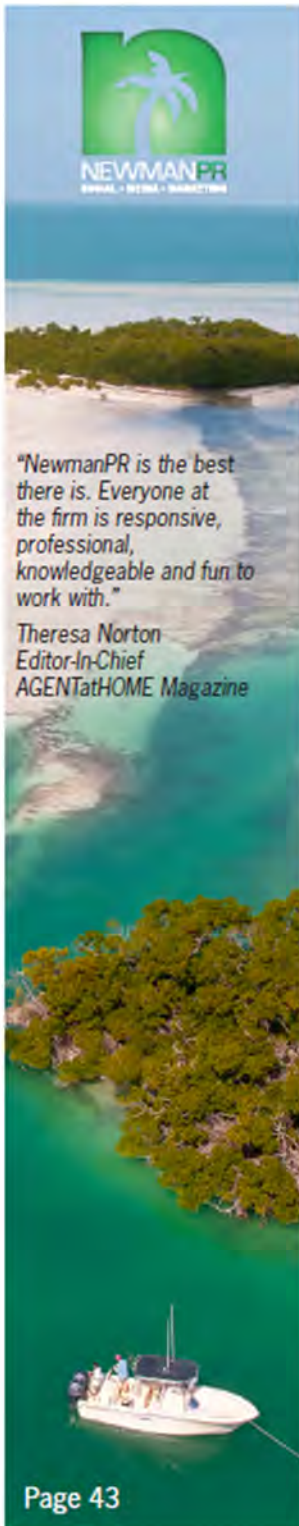
Special Event Promotion

NewmanPR plans to expend substantial effort and resources to promote special events and festivals, since they provide a significant and time-specific draw for travel consumers, a proven "hook" to generate media and social media coverage, and colorful content to inspire consumers' social sharing and engagement.

Efforts will focus on virtually all events supported by district and umbrella funding, as well as nonfunded events deemed integral to one or more aspects of the Keys' image and/or with strong potential appeal to media and consumer audiences.

Emphasis will be placed on event offerings that illustrate and expand awareness of the Keys' environmental richness, unique heritage, cultural attributes, eco-friendly mindset and way of life — as well as those that can only be experienced in the Keys. Also to be considered will be an event's value in showcasing qualities of the district where it takes place.

Promotional activities will include writing advance releases for mainstream and appropriate niche media; pitching event-related stories to media and social influencers; implementing direct-to-consumer promotion via Facebook, Instagram, Twitter, YouTube, TikTok, Pinterest and other social media outlets; and producing and distributing spot story, photography and video packages on events as they take place.



"NewmanPR is the best there is. Everyone at the firm is responsive, professional, knowledgeable and fun to work with."

Theresa Norton
 Editor-In-Chief
 AGENTatHOME Magazine

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The Keys' special events and festivals provide a proven platform for spot news coverage featuring highly colorful and visually interesting activities. Through its Florida Keys News Bureau, the agency will create and distribute coverage of events at all reasonable opportunities, with additional distribution to social outlets as appropriate.

The agency may also produce photography, mini videos or Facebook Live event coverage specifically for distribution via social media channels.

Special Project: Florida Keys and Naval Base Bicentennial

The year 2023 marks the 200th anniversary of the Florida legislature's establishment of Monroe County (July 3, 1823), as well as the 200th anniversary of Captain David Porter's establishment of Key West's naval station.

NewmanPR will work with organizers of county and naval bicentennial events, assisting and collaborating to conceive and implement significant public relations messaging.

While event details have not yet been determined, the agency will provide support wherever possible, with messaging focused on Monroe County and Keys naval history as well as specific bicentennial commemorations.

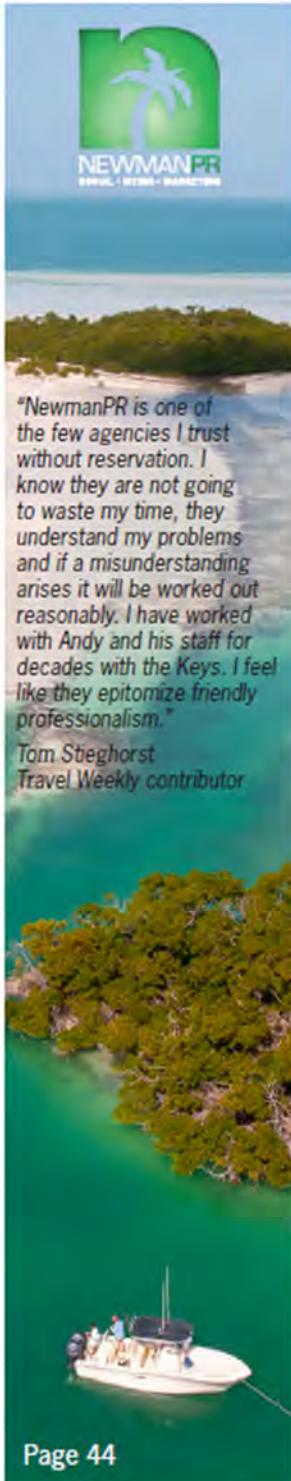
As noted earlier in this document, agency efforts have already resulted in an agreement from South Florida PBS to produce a documentary on Monroe County's bicentennial that is to be distributed to PBS affiliates in 2023.

Travel Trade Public Relations

NewmanPR's plans call for increasing communication of Florida Keys tourism infrastructure improvements and other news items to travel trade print media, associated online channels, social media entities and influencers that reach that market. Since research shows that consumers are placing heightened reliance on travel advisors, tour operators and other industry professionals, it is more important than ever to further these professionals' knowledge and understanding of the Keys.

Among subjects to be promoted are the island chain's expanding luxury offerings, new lodging choices in specific Keys districts, and environmental and voluntourism offerings that can be undertaken as team-building or small-group activities. Media to be targeted with such news items include digital and print outlets for niche trade and meetings/conventions audiences.

Agency representatives will regularly connect with Florida Keys hotel associations, chambers of commerce, other business



"NewmanPR is one of the few agencies I trust without reservation. I know they are not going to waste my time, they understand my problems and if a misunderstanding arises it will be worked out reasonably. I have worked with Andy and his staff for decades with the Keys. I feel like they epitomize friendly professionalism."

*Tom Stieghorst
Travel Weekly contributor*

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organizations and additional sources for tourism infrastructure improvements that provide meaningful news. As in recent years, NewmanPR will conduct media outreach via roundup releases, targeted story pitching, curated destination visits, participation in industry events and other means.

The agency expects to continue creating and distributing to travel trade media the quarterly "What's New in the Florida Keys & Key West" release spotlighting new and refreshed accommodations and attractions offerings, as well as an annual overview of new and expanded accommodations, attractions and other elements geared to the meetings market.

In addition to distributing this type of information to appropriate trade sources, the agency intends to rework stories regarding major Keys events for travel trade media and influencers as appropriate. Throughout all messaging, the agency will attempt to maintain high trade awareness of the TDC's sales and marketing efforts and staff.

As previously noted in this document, other recommendations include adding a sustainability module to the TDC's Key Lime Academy online training program for travel advisors, tour operators and meeting planners.

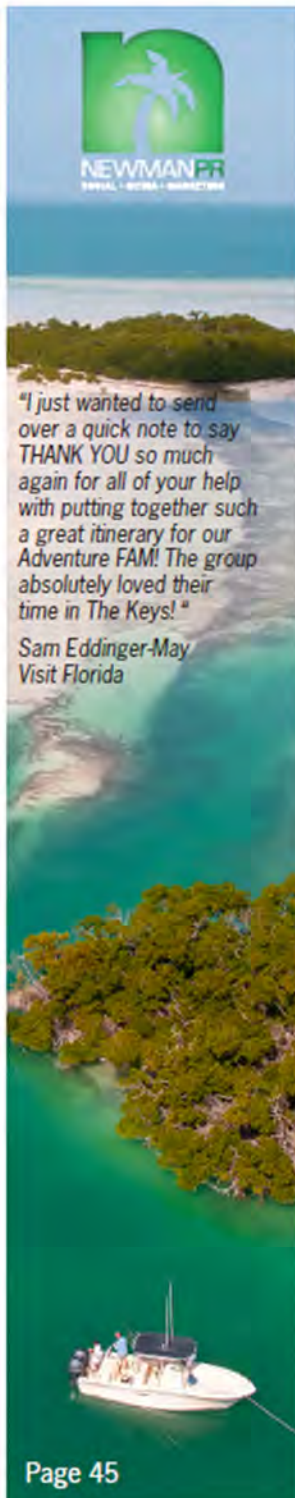
NewmanPR also will explore the potential of partnering with The Travel Institute to include the Key Lime Academy training program as one of TTI's continuing education units. The Travel Institute is considered the gold standard of travel advisor and travel executive education and has certified over 27,000 travel advisors and travel industry executives. TTI requires its certified travel counselor graduates to participate in continuing education programs to remain in good standing. The institute currently has 154 continuing education modules.

Additional Promotional Activities

Sales Support at Trade and Consumer Travel Shows

The agency will support the TDC's sales team as needed at high-priority domestic and international trade and consumer shows and exhibitions. This support may include preparing media materials and electronic press kits on USB drives, producing magazines such as Keys Traveler targeted to the show audience, creating special promotions and providing full media relations support at the Keys booth where appropriate.

Among other shows, the agency and its international affiliates will provide on-site PR support for the sales team at the U.S. Travel Association's IPW. The travel industry's premier international marketplace, IPW typically attracts travel buyers and press



representatives from more than 70 countries.

Destination Representation at Journalist Conferences

NewmanPR is one of only a few public relations agencies nationally with two members of the influential Society of American Travel Writers. The agency will represent the island chain at events including the SATW national convention. The agency also maintains membership in the Outdoor Writers of America Association and the Florida Outdoor Writers Association, and will also promote the destination to members of those organizations.

Collaborative Activities

As appropriate, collaborative efforts may be executed with the public relations offices of Visit USA and Visit Florida. Synergistic connections may also be made with other tourist development councils and tourism boards. When warranted, NewmanPR will also examine opportunities to collaborate with public relations representatives of individual Keys properties or attractions to benefit the destination.

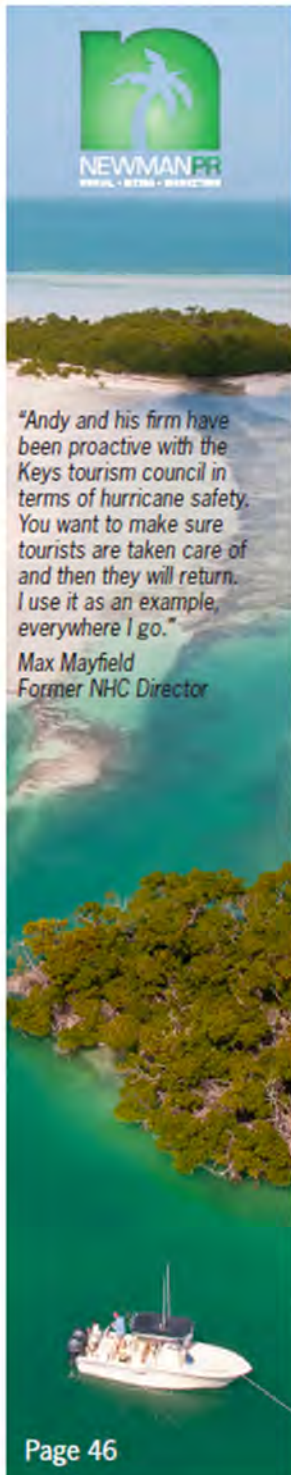
In addition, the agency will seek and respond to media promotional opportunities that provide cost-effective means to create additional awareness of the Florida Keys & Key West. This may involve elements such as providing a contest winner's transportation to the Keys as part of a broadcast promotion, partnering with bloggers or influencers on destination-focused campaigns or considering sponsorship or travel support in high-value situations.

PR Activity for the Keys' Tourism Industry

As situations require, the agency will produce and distribute travel advisories electronically to hoteliers and other industry members to communicate information and messaging about situations or emergencies that could impact tourism. In addition, tourism advisories will be produced and electronically distributed to alert industry members about potential positive public relations opportunities.

Agency representatives will be available, if requested, to make presentations at meetings of Keys hospitality and business organizations to inform and educate members about ways their businesses can benefit from TDC PR opportunities.

On behalf of the TDC, NewmanPR annually partners with the Lodging Association of the Florida Keys and Key West to organize and host an annual hurricane preparedness workshop for the tourism industry. Workshops are typically scheduled for late May, just prior to the beginning of the Atlantic basin hurricane season that traditionally runs June 1–Nov. 30.



"Andy and his firm have been proactive with the Keys tourism council in terms of hurricane safety. You want to make sure tourists are taken care of and then they will return. I use it as an example, everywhere I go."

*Max Mayfield
Former NHC Director*

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The agency continues participating in annual pre-storm season media visits with county officials, an activity that the agency conceived and began executing for Monroe County in 1998.

Crisis Communications Activities

Throughout NewmanPR's four-decade tenure as the TDC's public relations firm, the agency has conceived and implemented crisis communications efforts that have helped the Keys endure and recover from situations ranging from hurricane threats and impacts — including those from Hurricane Irma — to the unprecedented COVID-19 pandemic that severely tested the health and well-being of the Florida Keys' residents, workforce and tourism-based economy.

During the pandemic as well as in previous crisis situations, NewmanPR has served the island chain on a 24/7 basis, communicating accurate and timely information to media, travel consumers and Keys tourism interests according to the guiding principles of proactivity, responsibility and transparency. In all cases, the agency worked to be mindful of residents' needs while protecting and striving to revitalize the region's economy.

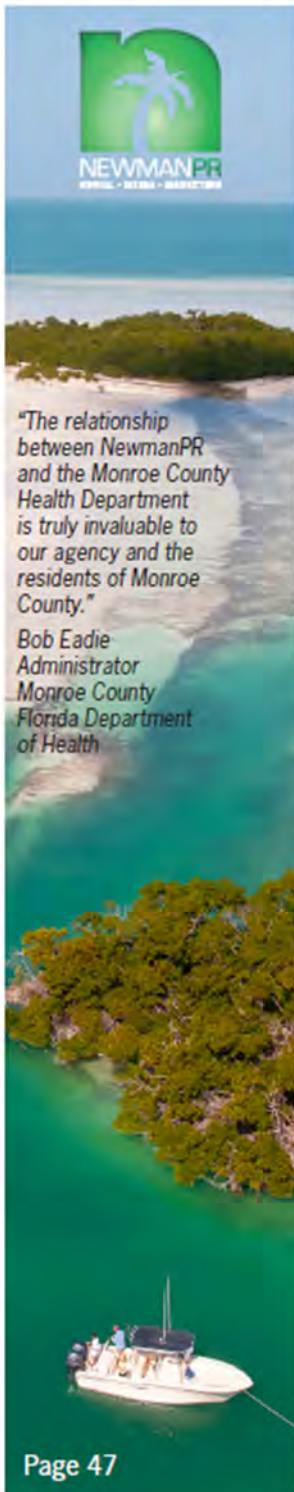
A pivotal aspect of the crisis management strategy dates back to 1998, when NewmanPR began a relationship with Billy Wagner, then-Monroe County senior emergency management director, that was unprecedented in the tourism industry.

The concept behind it was simple: make sure Keys visitors and residents were safe in the event of a hurricane threat to the Keys. The secondary objective was to protect the economy when there was no real threat or if the storm bypassed the Keys — or in the event of a hurricane impact, appropriately communicate the island chain's recovery to ensure the return of visitors, thereby achieving economic revitalization and stability for working residents.

The strategies and programs that were implemented were groundbreaking in forging a better relationship between emergency management and the tourism industry. It served as a model for other tourism offices in Florida, including Visit Florida, as well as the Caribbean.

In 2005 both the National Hurricane Conference and the Florida Governor's Hurricane Conference conferred public education/public awareness awards on the Monroe County TDC — the first time a tourism office had ever received such honors. In addition, the TDC earned a Gold Award for crisis communications from the Society of American Travel Writers.

More recently, the agency's crisis communications activities have included creating and maintaining a dedicated COVID-19 information page on the fla-keys.com website to inform and



update visitors; writing and distributing dozens of advisories to tourism interests to keep them apprised of local, state and national developments and mandates; implementing social media messaging that was sensitive to those impacted by the crisis yet helped keep the Keys top of mind; and creating photo and video content for social media that promoted health safety practices and responsibility.

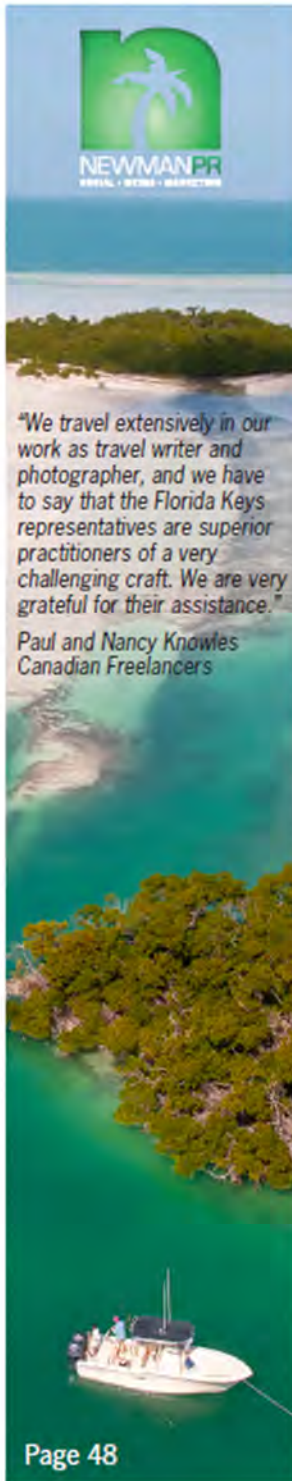
NewmanPR will apply its resources and experience, including knowledge gained during the pandemic, to any emergency situation that may arise that impacts the Florida Keys & Key West, while also continuing to provide messaging appropriate to lingering pandemic conditions.

In addition, the agency will review and refine its overall crisis management strategy for the destination and update its existing Hurricane Emergency Plan for both threatened and actual storms.

Equally important will be nurturing the invaluable relationship with Monroe County Emergency Management, as well as relationships with law enforcement, military interests, federal and state environmental organizations including the Florida Keys National Marine Sanctuary, Monroe County and municipal government entities, and the National Hurricane Center. Working closely with these agencies and individuals is vital in enabling constant information interchange and coordinated responses to situations that might impact tourism flow.

In any crisis or emergency situation, the agency and its primary Keys team members will be available 24/7 to communicate important and accurate information to media, travel consumers and local tourism interests. Information will be provided to Keys lodging properties and tourism entities via e-mail blast and/or social media.

As in past major crises, NewmanPR will complement its communications outreach by developing website sections or pages on fla-keys.com, providing accurate, transparent and comprehensive information as a trustworthy resource to both the traveling public and media. Similarly, the agency will employ its social media channels as a reliable and responsible source for disseminating timely messaging directly to consumers and followers.



International Market Public Relations

Canada

If NewmanPR is selected to continue its tenure as the TDC's public relations agency, its currently contracted Canadian affiliate agency, Toronto-based LMA Communications, is to continue ongoing efforts to reinforce Canadian market awareness of the Florida Keys & Key West's subtropical climate, focus on sustainability and rich local heritage. The Keys will be positioned as a unique year-round destination that offers soft adventure and eco-tourism activities, cultural experiences, biodiversity and events designed to inspire repeat visits.

Canadians must deal with six to eight months of winter each year, which leads to a strong impetus to visit warmer destinations. Also pivotal is the growing market segment seeking eco-conscious destinations and experiential activities that do not disrupt natural habitats.

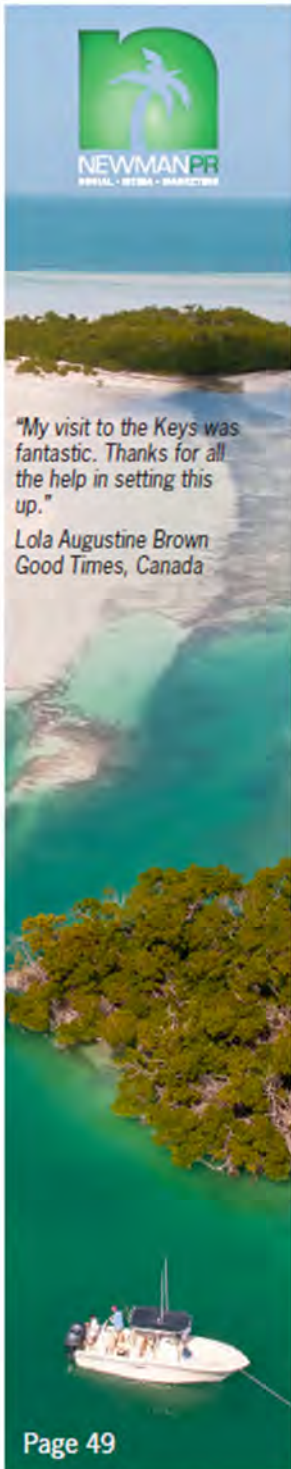
LMA will continue striving to strengthen the reputation of the Florida Keys & Key West as a top-of-mind, relaxing year-round getaway spot for Canadian travelers — a spot whose offerings are far different than the often crowded and sometimes contrived experiences to be found in other Florida locales — while reinforcing awareness of the island chain's commitment to preserving and protecting its one-of-a-kind environment and way of life.

In all outreach to Canadian media and social media representatives, messaging will position the Keys as a memorable, distinctive destination that features unique eco-experiences on land and water, an authentic and desirable lifestyle, activities that range from year-round diving and fishing to culinary and cultural explorations, and opportunities for discovering and supporting an unparalleled environment.

Communications will be designed to ensure that the subtropical Florida Keys are on the radar of all Canadian travel journalists, bloggers and social media influencers. This includes introducing the destination to those who may have been to mainland Florida but not the Keys and updating information about the region's image and attributes for those who have not visited in recent years.

Through media outreach, LMA will predominantly target Canadian travelers based in Ontario, for whom Florida is most easily accessible, and the French market in Montreal. Other Canadian markets will be targeted as feasible.

LMA's activities will involve pitching and communicating news,



features and releases about the Florida Keys to media in all genres to familiarize them with the true spirit of the Keys. The agency also will work with targeted magazine, newspaper and online representatives, bloggers and broadcast outlets to increase destination coverage among audiences with specific interests such as diving, fishing or adventure travel.

Widely recognized by Canadian travel media, LMA will utilize its existing media relationships and proprietary database to target top-tier mainstream and online media and social media influencers, while also forming and nurturing new relationships to promote deeper and richer coverage to benefit the Keys.

While specific initiatives and tactics will be developed based on the TDC's stated marketing objectives, potential activities may include the following.

'Keys Tiny House' Project

To provide a "Keys teaser" campaign before the winter travel season, the agency proposes the creation of a Florida Keys-themed portable mini home with the Canadian company Cabinscape. The tiny house is to travel across Toronto and nearby cities, stopping at high-traffic areas to "bring the island chain" to consumers, who can tour the home and share the experience on their social feeds.

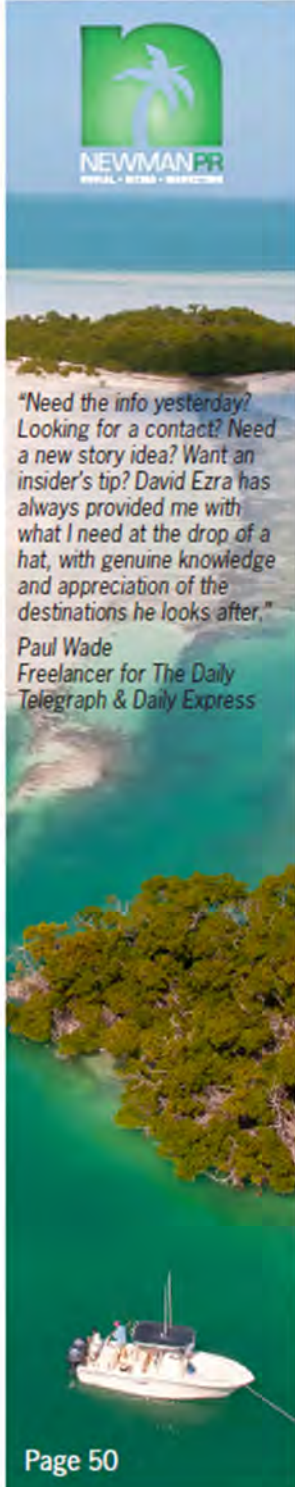
Keys music and samples of Key lime pie will be featured at the tour locations to enhance the Florida Keys feel and attract consumers. To further amplify visibility, LMA plans to approach HGTV Canada to become a media partner and provide coverage of the campaign.

At the promotion's conclusion, the custom tiny house is to be transported to the Keys and awarded to a local family, thereby integrating a sustainability aspect and supporting the island chain's housing challenges.

Pre-Winter Florida Keys Pop-Up Photography Preview

To tie into a planned Fall 2022 photography debut at Toronto Pearson International Airport, LMA proposes staging a combination media/trade event that highlights the Florida Keys to serve as a pre-winter push for Canadian visitors.

The photography display stems from a press visit completed in February 2022 by Toronto-based photographer Randy VanDerStarren. His "Take Your Seat" series is to feature Florida Keys imagery that includes a signature red chair as part of the scene. VanDerStarren has a contract with Toronto Pearson to showcase images throughout the airport for departing passengers.



The event is to be organized at a suitable Toronto venue for travel media and travel trade members, with Keys-themed food and the aforementioned photography. A photo-sharing booth that includes the "Take Your Seat" red chair is to provide social media opportunities.

Influencer-Generated 'My Florida Keys' Video Project

To increase social awareness of the Florida Keys among Canadians, LMA is exploring the development of an influencer video challenge to generate influencer-created content.

Reaching out to its influencer connections and members of associations such as Travel Massive Toronto and Toronto Blogger Collective, LMA will invite them to pitch storyboard ideas for personal "My Florida Keys" videos focused on sustainability, conservation or local culture.

After all pitches are received, the influencers proposing the top three ideas would participate in a filming trip to the Keys to record their footage and bring their videos to life. Once completed, the videos can be shared on Florida Keys social channels and the influencers' own channels.

United Kingdom and Europe

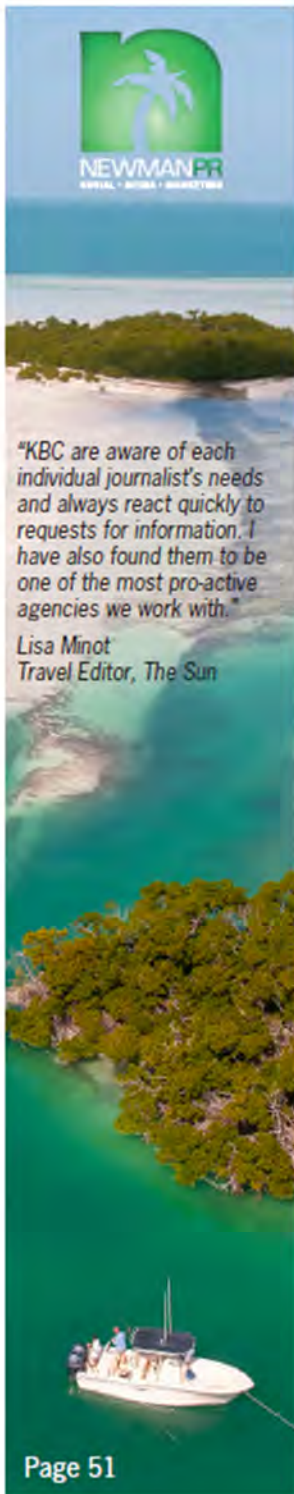
If NewmanPR is chosen to continue providing public relations services to the TDC, the agency will maintain its contract with United Kingdom-based KBC PR & Marketing, founded by a longtime past chair of Visit USA Association, to represent the Florida Keys & Key West in Europe.

As in past years, public relations activity will focus primarily on the U.K., Ireland and the vital German-speaking markets — the latter through subcontracted agency Get It Across (GIA) of Cologne, Germany.

Public relations programs will maintain emphasis on the sustainability of Keys vacation elements and efforts to preserve and enhance the destination's natural environment, while maximizing the island chain's major selling points in an era of fierce global competition for the travel dollar.

European activity also will accentuate what makes the Florida Keys & Key West different and distinctive from other Florida destinations: a pristine natural environment, an appealingly laidback lifestyle and a vibrant local culture that combine to create genuine visitor experiences rather than those purposely designed to attract mass tourism.

Plans include positioning the island chain as an authentic, relaxed and high-quality getaway mecca for European visitors, while



"KBC are aware of each individual journalist's needs and always react quickly to requests for information. I have also found them to be one of the most pro-active agencies we work with."

*Lisa Minot
Travel Editor, The Sun*

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showcasing the rich diversity of experiences available in each of the five districts. Open-air relaxation, responsible eco-conscious travel under the Connect & Protect banner and LGBTQ-friendly inclusivity under the "One Human Family" philosophy will continue to be strong themes.

In addition, KBC will continue striving to enhance the Florida Keys & Key West's profile in the luxury sector, enabling the island chain to capitalize on this high-value, financially sound and travel-ready demographic.

KBC will arrange a robust plan of targeted story pitches, awareness-building media missions including one to Ireland, campaigns in specific markets and communication with media in all genres to generate impactful Keys coverage. Curated destination visits will be coordinated for representatives of select mainstream and online print and broadcast outlets, accredited bloggers and social media influencers with large and engaged audiences. Coverage will be sought on a multiplatform basis wherever possible, bringing together print, online and social media to maximize exposure.

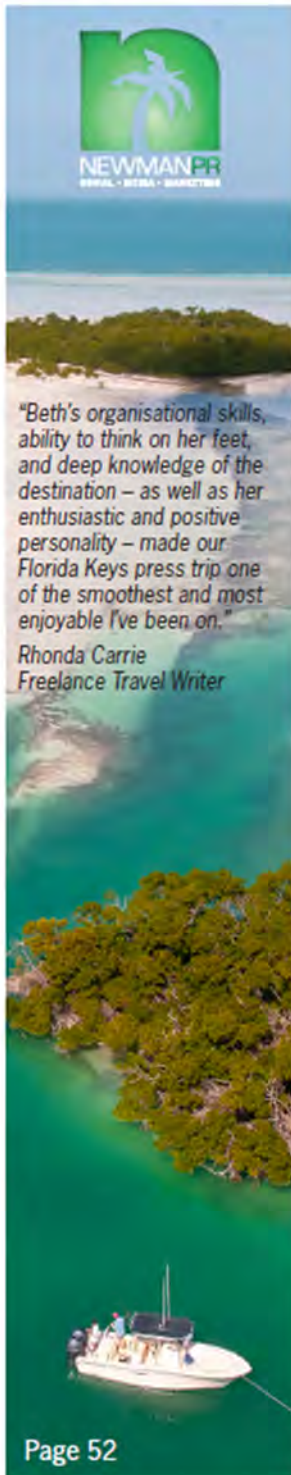
The German-speaking market remains extremely important to the Florida Keys & Key West. Germans, Swiss and Austrians appreciate the Keys' authenticity, with research indicating that ecological awareness is significant and sustainable experiences are extremely popular. GIA's PR activities, similar to those in the U.K. markets, will address open spaces, sustainability and nature, encounters with Keys "Stewards" and wildlife and laidback lifestyle experiences. The objective is to position the Keys vacation as one that highlights individual experiences, once-in-a-lifetime adventures and living in harmony with nature.

To complement outreach efforts and promotions, KBC and GIA will provide public relations support to the TDC sales team at global travel shows and media networking events determined to be beneficial to the destination. KBC and GIA also will work with partner organizations such as Visit USA and Visit Florida to take advantage of additional media activities and events organized by these third parties.

While individual promotions and their details will be determined based on TDC research and goals, the following activities are under consideration for the U.K. and German markets.

'A Place That Shares Your Values' Campaign (U.K.)

In June 2023 World Oceans Day will be celebrated across the globe and Key West Pride is scheduled in the Florida Keys. KBC intends to capitalize on these two very different events via a broadcast campaign that showcases the island chain, with a focus



on consumers' desire to choose a travel destination that reflects their values.

In partnership with a specialist broadcast agency, KBC will commission research into the importance of a destination's values. Then, positioning the Keys as a leading example of inclusivity and responsible stewardship of the natural world, KBC will use the research results to secure interviews on national and regional TV, radio and online platforms across the U.K.

Taking place virtually, the interviews will feature a Keys marine environment specialist and a local LGBTQ community leader, who will explain what makes the island chain unique and how it meets the needs of travelers seeking a welcoming, inclusive locale and those who want to connect with and preserve the natural environment. Destination b-roll footage will be used during TV and online interviews, enabling viewers to picture the Keys for themselves.

Celebrating 200 Years of the Keys with Wanderlust (U.K.)

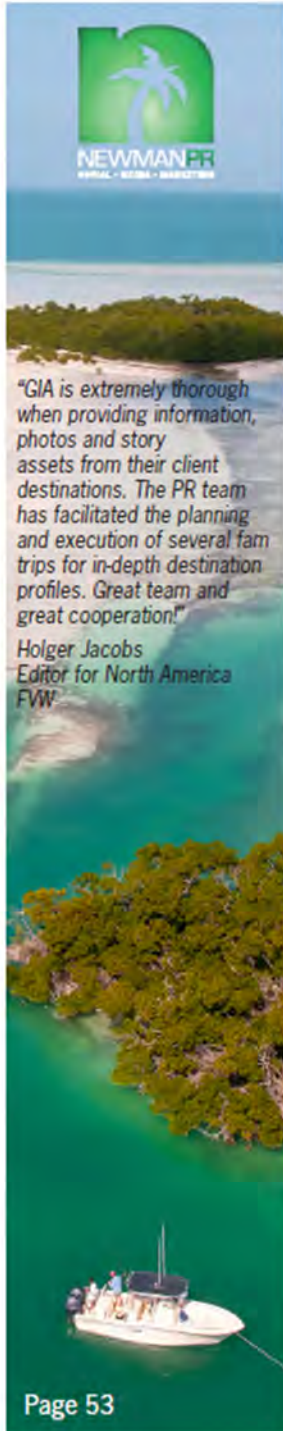
The 200th anniversary of the incorporation of Monroe County, taking place July 3, 2023, provides a unique opportunity to spotlight the Florida Keys. In addition to undertaking extensive media relations activity around the anniversary, KBC will connect the island chain directly with consumers via a virtual event with prominent travel platform Wanderlust.

The U.K.'s oldest and leading travel magazine, Wanderlust has a print readership of more than 100,000 per issue, a website that draws nearly 1.5 million monthly page views, 105,000 e-newsletter subscribers and 170,000-plus followers on Facebook, Instagram and Twitter. Wanderlust readers want to travel in a natural, green and sustainable way, making them the perfect audience to appreciate the Keys' commitment to environmental stewardship.

The dedicated Florida Keys event, held virtually on or close to the anniversary, will feature a panel of "Stewards of the Keys" live from the destination, who will mark the 200th anniversary by sharing ways Keys residents strive to ensure that their home is preserved for future generations — and advising Wanderlust audiences about how they can do their part.

'Terra X' in the Florida Keys (Germany)

With stewardship and environmental protection at the heart of the TDC mission, GIA will look to showcase to German audiences the positive contributions being made by Keys locals to preserve the island chain's biodiversity and pristine marine habitats. GIA will invite a German film crew led by Dirk Steffens of the successful



ecological TV show "Terra X" to explore the destination, with a focus on the activities of several "Stewards of the Keys" and local nature-based attractions.

Potential filming segments may include reef restoration programs, the Turtle Hospital, Dolphin Research Center and Florida Keys Wild Bird Rehabilitation Center, John Pennekamp Coral Reef State Park and the Florida Keys National Marine Sanctuary.

"Terra X" airs Sunday evenings on public broadcast service ZDF and is watched on average by 4.2 million viewers. The program also is extremely popular in the ZDF Mediathek online media library, attracting upwards of 25 million views per year.

Key West in Fashion (Germany)

With gay and lesbian travelers anticipated to be among the boom sectors in 2023, GIA will visually reinforce Key West's LGBTQ credentials through a fashion-based partnership with leading specialist publisher Blu-Media, which owns five separate LGBTQ titles and platforms.

Its planned cornerstone is a fashion photo shoot in Key West for trending clothing brands, with potential locations to include Fort Zachary Taylor Historic State Park, the Southernmost Point and top LGBTQ guesthouses. Also featuring activities such as a Blu Q catamaran excursion and an island bike tour, the shoot will capture the excitement of a Key West vacation while highlighting the "Come As You Are" and "One Human Family" values that make the city so popular with LGBTQ travelers. Locations may extend up the Keys to encourage audiences to explore beyond Key West.

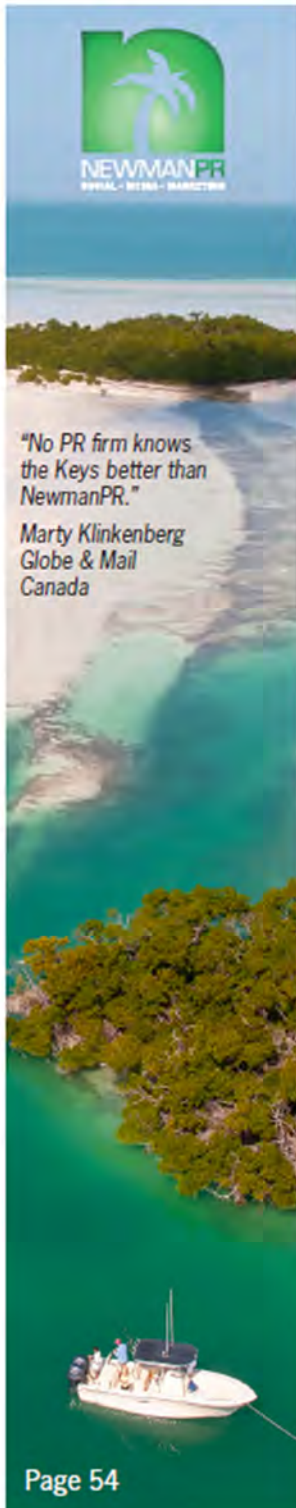
Coverage will appear across Blu-Media's print and online outlets, which collectively reach more than 1.75 million consumers.

Measurability

NewmanPR contracts with print, broadcast and social media analytical services that monitor public relations efforts. The agency frequently presents results at TDC meetings to provide a return-on-investment understanding of the PR program. In addition, the agency frequently provides the TDC with analyses of various media projects that include the dollar value of coverage received.

As well as quantifying tangible editorial coverage results through financial analysis and data measuring tools from contracted resources, the agency also communicates the less tangible value of increased credibility that results from favorable coverage.

NewmanPR will continue presenting analyses and reporting on the value of public relations initiatives.



"No PR firm knows the Keys better than NewmanPR."

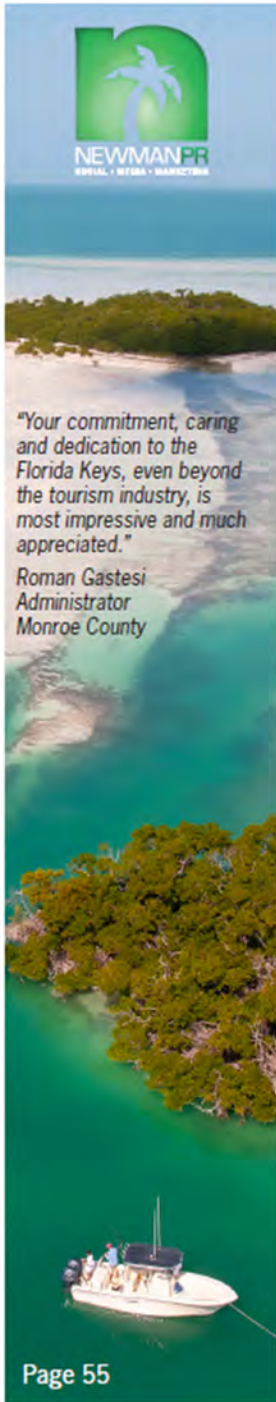
Marty Klinkenberg
Globe & Mail
Canada

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Section 9. Litigation

The Proposer must provide answers to the following questions regarding claims and suits:

- a) Has the person, principals, entity or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? **No.**
- b) Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? **No.**
- c) Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five (5) years, been a party to any lawsuit, arbitration, or mediation with regard to an Agreement for services similar to those requested in the specifications with private or public entities? **No.**
- d) Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the County or been sued by the County in connection with an Agreement to provide services, goods or construction services? **No.**
- e) Whether, within the last five (5) years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation: **No.**



Section 10 County Forms

Forms requested by Monroe County follow this page.

RESPONSE FORM

RESPONSE TO: **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**
(submitted via email to: OMB-BIDS@monroecounty-fl.gov)
c/o PURCHASING DEPARTMENT

I acknowledge receipt of Addenda No.(s) N/A

I have included:

Proposal X Ethics Clause X
Non-Collusion Affidavit X Drug Free Workplace Form X
Local Preference Form N/A Public Entity Crime Statement X
Vendor Certification Regarding Scrutinized
Companies List X

In addition, I have included a current copy of the following professional licenses and business tax receipts:

Florida Sunbiz Division of Corporations Registration, Miami-Dade and City of Miami Business Tax Receipts

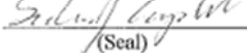
(Check mark items above, as a reminder that they are included.)

Mailing Address: 2140 South Dixie Highway, Suite 203 Telephone: 305-461-3300/305-542-6014

Miami, FL 33133 Fax: None

Date: March 9, 2022

Signed: 

Witness: 
(Seal)

Andrew A. Newman
(Name)

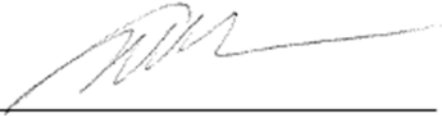
President
(Title)

NON-COLLUSION AFFIDAVIT

I, Andrew A. Newman of the city of Miami, Fla., according to law on my oath, and under penalty of perjury, depose and say that:

I am President of the Agency of Stuart Newman, Associates, Inc. the Proposer making the Proposal for the project described in the Notice of Request for Competitive Solicitations for: Professional Public Relations Agency Services for Monroe County Tourist Development Council and that I executed the said Proposal with full authority to do so; and

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to Proposal opening, directly or indirectly, to any other Proposer or to any competitor;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition; and
4. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding agreements for said project.



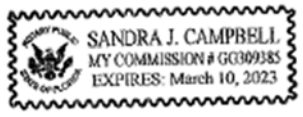
 (Signature of Proposer)

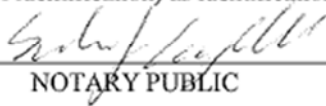
March 9, 2022

 (Date)

STATE OF: Florida
 COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on March 9, 2022 (Date) by Andrew A. Newman (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.





 NOTARY PUBLIC
 My Commission Expires: March 10, 2023

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Stuart Newman, Associates, Inc. _____"
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."



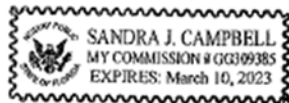
(Signature)

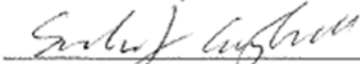
Date: March 9, 2022

STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on March 9, 2022 (Date) by Andrew A. Newman (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.





NOTARY PUBLIC

My Commission Expires: March 10, 2023

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Stuart Newman, Associates, Inc.

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, 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. Informs employees about the dangers of drug abuse in the workplace, 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. Gives each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection 1.04.
4. In the statement specified in Subsection 1, notifies the employees that, as a condition of working on the commodities or contractual services that are under Proposal, 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. Imposes 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, or any employee who is so convicted.
6. Makes 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 Agency complies fully with the above requirements.



 Proposer's Signature

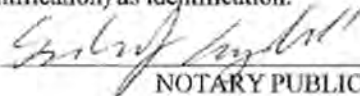
 March 9, 2022
 Date

STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on March 9, 2022 (Date) by Andrew A. Newman (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.






 NOTARY PUBLIC

My Commission Expires: March 10, 2023

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Stuart Newman, Associates, Inc., (Andrew A. Newman, President) (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

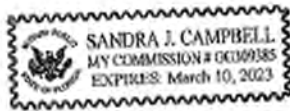

(Signature)

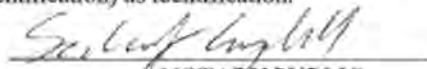
Date: March 9, 2022

STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on March 9, 2022 (Date) by Andrew A. Newman (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.




NOTARY PUBLIC

My Commission Expires: March 20, 2023

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Sec. 2-349, Monroe County Code must complete this form.

Name of Proposer/Responder _____

Date: _____

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one year prior to the notice or request for bid or proposal?
_____ (Please furnish copy.)
2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Monroe County? _____. The physical business address must be registered with the Florida Department of State as its principal place of business for at least one year prior to the notice of request for bids or proposals. (Please furnish copy of Florida Department of State Detail by Entity Name sheet showing Principal Address).

List Address: _____

Telephone Number: _____

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services or construction to local businesses meeting the criteria above as to licensing and location?

If yes, please provide:

1. Copy of receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one year prior to the notice or request for bid or proposal.
2. Subcontractor address within Monroe County from which the subcontractor operates:

Telephone Number: _____

Competitive Solicitation for Professional Public Relations Agency Services - 2022

Note: NewmanPR does not qualify for local-preference status, however it is worth noting that TDC account supervisor Andy Newman owns a residence in Islamorada that frequently serves as a satellite office for the agency. In addition, the Keys PR senior account executive and web editor/Upper-Middle Keys stringer are full-time residents of the Florida Keys, as is the contracted LGBTQ media specialist.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Professional Public Relations Agency Services for Monroe County Tourist Development Council
Respondent Vendor Name: Stuart Newman, Associates, Inc.
Vendor FEIN: 59-1886076
Vendor's Authorized Representative Name and Title: Andrew A. Newman
Address: 2140 South Dixie Highway, Suite 209
City: Miami State: Florida Zip: 33133
Phone Number: 305-461-3300/305-542-6014
Email Address: andy@newmanpr.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of \$1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: Andrew A. Newman, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name: Andrew A. Newman

Title: President

Note: The List are available at the following Department of Management Services Site:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

NewmanPR complies with all insurance requirements as set forth in the insurance checklist for vendors submitting proposals or bids for work in this request for competitive solicitation.

Signed insurance agent's statements follow on this and the next page.

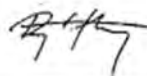
INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

Policy	Deductibles
Comm. General Liability B2095578447	No deductible
Auto Liability B2095578447	No deductible
Umbrella Liability B2095578481	\$10,000 Retention
Workers' Comp. WC173755949	No deductible
Professional Liability ESK0333468381	\$2,500

Liability policies are Occurrence Claims Made

Risk Strategies Company (All other)
Insurance Agency


Signature

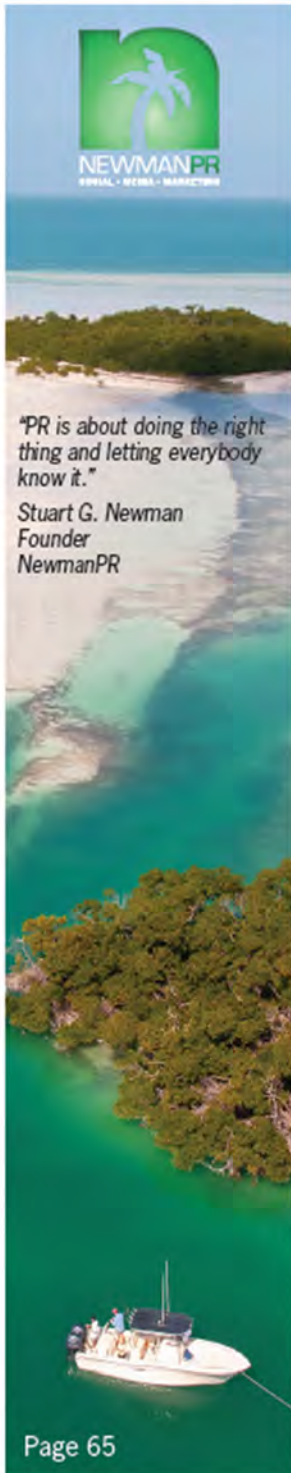
BIDDERS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Andrew A. Newman, President
Bidder's Name and Title


Signature

Company Name: Stuart Newman, Associates, Inc.



Section 11 Other Information

Three Important Reasons to Retain NewmanPR

1. More than 41 years of experience, product knowledge and a keen understanding of the Florida Keys with a deep-rooted affinity for the destination, its people and resources.
2. Proven, trusted relationships with media, the Florida Keys tourism sector and government officials.
3. Superior public relations skills featuring a work ethic based on integrity, dedication and a 24/7/365 get-the-job-done attitude.

Agency Founder
Stuart G. Newman
 April 22, 1922 - March 24, 2019



"He saw something in the destination all those years ago that no one else did. Stuart is a hero to the hospitality industry and the tourism-based economy we enjoy today."

— TDC Director
 Stacey Mitchell, quoted in
 the Miami Herald's obituary
 on Stuart G. Newman,
 published March 25, 2019.

REQUEST FOR PROPOSAL CHECKLIST

Please ensure that all items have been checked before submitting Request for Competitive Solicitation. Submit this checklist as the last page of your proposal.

1. Cover Page ✓
2. Narrative Self-Analysis ✓
3. References ✓
4. Client Information ✓
5. Financial Statements, Accounting and Bookkeeping Procedures ✓
6. Staff Information ✓
7. Service Capability to Monroe County ✓
8. Compensation ✓
9. Litigation ✓
10. County/Insurance Forms (Your Agent Must Sign Insurantee Documents) ✓
11. Other Information ✓
12. Completed Competitive Solicitation Checklist ✓

Appendix III

NewmanPR
Written Responses
To Auditor Questions

October 26, 2023 Written Response to Auditor Questions



2140 South Dixie Highway, Suite 209
Miami, FL 33133
NewmanPR.com

Oct. 26, 2023

Mr. Noah Browning
Senior Internal Auditor
Clerk of the Circuit Court & Comptroller
500 Whitehead Street
Key West, Florida, 33040

Dear Mr. Browning:

The following provides a primer on Graphics 71 and also answers questions that you had that have not already been answered by Sandy.

Graphics 71 was initiated as a separate entity within Stuart Newman Associates to properly document work done by the outside the scope of work detailed in our client contracts not only with Monroe County, but others as well.

Specifically, it focuses on photography, print production and an occasional video production project, that would otherwise be done by an outside vendor.

It is not commonplace for a PR firm to include photography and production charges within a contract, because it is extremely difficult if not impossible to predict what is going to be required within a budget year.

To be clear, our contracts with Monroe County have never included producing photography, print production and video production.

We use a number of vendors to do projects and their selection is based on their experience to get the job done as well as their location. News videography and news still photo acquisition is different from any other visual marketing discipline and it requires people who have had that kind of experience.

Mr. Noah Browning

1

Using those individuals provides us the ability to achieve coverage in major publications, news websites and broadcast platforms around the world. Our success rate in achieving major media coverage is something not to be taken lightly and is a program that other DMOs would love to have.

My father, the late Stuart G. Newman, came up with the concept to begin Graphics 71, sometime after I joined the company in 1980. My father oversaw the company's finances up until his death in March 2019.

I don't recall exactly when he initiated it, but I believe that Graphics 71 has been in existence for at least 35 years and, as far as Monroe County is concerned, the firm has been billing photo and production charges through Graphics 71 for a long time. Sandy has Quickbooks records that go back to 1996 that show this.

Stuart began Graphics 71 because there was a realization to use my news experience that stems back to doing work for the Miami News, United Press International and WTVJ. I understand differences between news and marketing imagery.

I do the billing for Graphics 71 and I started using a software package called Filemaker back in 2000. I currently have 950 invoices that go back to March 2000. They include TDC, Holland America Line, Carnival Cruise Lines and other clients.

The hourly rate is only for actual time spent shooting, editing and digital post-processing, transmission or in production. I don't bill travel time, lunch time, etc.

In earlier times, before digital, there were expenses such as film and outside film processing. Now with digital, expenses have been minimized.

Now, let's get to your remaining pending questions.

Proof of Payment

In addition, please provide proof of payment (copy of bank statement showing wire/direct deposit, cancelled check) for the following:

- *Check 1247 to Graphics 71 dated 12/7/22.*
- *Check 1016 to Graphics 71 dated 6/28/23.*
- *Check 1347 to Graphics 71 dated 7/25/23.*
- *Check 1345 to Graphics 71 dated 7/26/23.*

Originally, Graphics 71 had a separate bank account, but that account was closed several years ago when we changed banks. Stuart, who died in March 2019, did not see a need to incur bank charges for Graphic 71 as it is simply an internal transfer.

For the past several years, Sandy has been processing bills from Graphics 71, as with any other vendor. But the check is not cashed. Our bank will not accept a check payable to Graphics 71, so she destroys checks.

Sandy makes an accounting entry recording the payment to Graphics 71 -- a separate income account in our books which is obviously subject to company income tax and is processed by the company's accounting firm.

The check and deposit offset to \$0 in our books. There is no bank transaction.

This is why there are no cancelled checks to Graphics 71.

Invoice 11814

- *Invoice 11814 is for Mr. Newman to travel to the burning of hurricane flags and a manatee release. Per Invoice 11815, Graphics 71 also charged for photography of the burning of hurricane flags and the manatee release. It is our understanding from the contract that the management fee is to cover staff expenses for NewmanPR. How is the work charged by Mr. Newman under Graphics 71 not a staff expense covered by the management fee?*
 - Our contract with Monroe County, nor other clients, covers photography. Hopefully, my overview presented at the beginning of this document answers the question.
 - *Why does the Graphics 71 fee not cover the cost of travel?*
Travel expenses are always reimbursed for any client. Again, as outlined above, I have never charged an hourly rate for travel. Travel expenses are normally reimbursed via a county travel voucher which has been processed as a Stuart Newman Associates expense, as all of our travel is.

Invoice 11982

- *Invoice 11982 is payment for various services to Graphics 71. It is our understanding from the entrance conference that Mr. Newman is responsible for Graphics 71.*
 - *How does Mr. Newman track hours billed to Graphics 71 in order to ensure the invoice from Graphics 71 is accurate?*
I track the hours based on a start time and a finish time. Several times, if the project goes beyond a reasonable timeframe due to factors beyond my control – such as weather, etc. – I don't bill for hours not working. Other vendors do because they are on the job and have committed to the time.
 - *Who prepares the Graphics 71 invoices?*
Andy Newman prepares Graphics 71 invoices.
 - *Is Graphics 71 a legally separate entity from NewmanPR? Please provide the corporate paperwork and Sunbiz annual reports.*
Graphics 71 is not legally a separate entity. It is not a corporation. Nor has it been registered with Sunbiz.

- *How does Graphics 71 determine the hourly rate charged to Newman PR?*
The hourly rate is determined based on market rates examining other shooters with the same level of experience and knowhow. Rates are typically lower than comparable resources.
- *It is our understanding from the contract that the management fee is to covered staff expenses for NewmanPR. How is the work charged by Mr. Newman under Graphics 71 not a staff expense covered by the management fee?*
Hopefully, I have answered this question above.

Feel free to reach out with any other questions or needed clarifications.

Most sincerely,

Andrew A. Newman

Andrew A. Newman,
President.

Mr. Noah Browning

4

Updated October 26, 2023 Written Response to Auditor Questions



2140 South Dixie Highway, Suite 209
Miami, FL 33133
NewmanPR.com

Oct. 26, 2023

Mr. Noah Browning
Senior Internal Auditor
Clerk of the Circuit Court & Comptroller
500 Whitehead Street
Key West, Florida, 33040

Dear Mr. Browning:

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Mr. Noah Browning

1

Using those individuals provides us the ability to achieve coverage in major publications, news websites and broadcast platforms around the world. Our success rate in achieving major media coverage is something not to be taken lightly and is a program that other DMOs would love to have.

My father, the late Stuart G. Newman, came up with the concept to begin Graphics 71, sometime after I joined the company in 1980. Stuart oversaw the company's finances up until his death in March 2019.

I don't recall exactly when Stuart initiated it, but I believe that Graphics 71 has been in existence within the company for at least 35 years and, as far as Monroe County is concerned, the firm has been billing photo and production charges through Graphics 71 for a long time. Sandy has Quickbooks records that go back to 1996 that show this.

Stuart began Graphics 71 because there was a realization to use my news and production experience that stems back to doing work for the Miami News, United Press International and WTVJ. I understand differences between news and marketing imagery. Furthermore, there have been significant photographic/production equipment and software purchases over the years.

I do the billing for Graphics 71 and I started using a software package called Filemaker back in 2000. I currently have 950 invoices that go back to March 2000. They include TDC, Holland America Line, Carnival Cruise Lines and other clients, past and present.

The hourly rate is only for actual time spent shooting, editing and digital post-processing, transmission or in production. I don't bill travel time, lunch time, etc.

In earlier times, before digital, there were expenses such as film and outside film processing. Now with digital, expenses have been minimized.

Now, let's get to your remaining pending questions.

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- *Check 1347 to Graphics 71 dated 7/25/23.*
- *Check 1345 to Graphics 71 dated 7/26/23.*

Originally, Graphics 71 had a separate bank account, but that account was closed several years ago when we changed banks. Stuart, who died in March 2019, did not see a need to incur bank charges for Graphic 71 as it is simply an internal transfer.

For the past several years, Sandy has been processing bills from Graphics 71, as with any other vendor. But the check is not cashed. Our bank will not accept a check payable to Graphics 71, so she destroys checks.

Sandy makes an accounting entry recording the payment to Graphics 71 -- a separate income account in our books which is obviously subject to company income tax and is processed by the company's accounting firm.

The check and deposit offset to \$0 in our books. There is no bank transaction.

This is why there are no cancelled checks to Graphics 71.

Invoice 11814

- *Invoice 11814 is for Mr. Newman to travel to the burning of hurricane flags and a manatee release. Per Invoice 11815, Graphics 71 also charged for photography of the burning of hurricane flags and the manatee release. It is our understanding from the contract that the management fee is to cover staff expenses for NewmanPR. How is the work charged by Mr. Newman under Graphics 71 not a staff expense covered by the management fee?*

Our contract with Monroe County, nor other clients, covers photography. Hopefully, my overview presented at the beginning of this document answers the question.

- *Why does the Graphics 71 fee not cover the cost of travel?*
Travel expenses are always reimbursed for any client. Again, as outlined above, I have never charged an hourly rate for travel. Travel expenses are normally reimbursed via a county travel voucher which has been processed as a Stuart Newman Associates expense, as all of our travel is.

Invoice 11982

- *Invoice 11982 is payment for various services to Graphics 71. It is our understanding from the entrance conference that Mr. Newman is responsible for Graphics 71.*

- *How does Mr. Newman track hours billed to Graphics 71 in order to ensure the invoice from Graphics 71 is accurate?*

I track the hours based on a start time and a finish time. Several times, if the project goes beyond a reasonable timeframe due to factors beyond my control – such as weather, etc. – I don't bill for hours not working. Other vendors do because they are on the job and have committed to the time.

- *Who prepares the Graphics 71 invoices?*
Andy Newman prepares Graphics 71 invoices.

- *Is Graphics 71 a legally separate entity from NewmanPR? Please provide the corporate paperwork and Sunbiz annual reports.*
Graphics 71 is not a fully separate entity. It is a division of Stuart Newman Associates, d/b/a NewmanPR as outlined above. There is no corporate paperwork, nor Sunbiz annual reports for the entity. Graphics 71 revenue is reflected within the company's books and is subject to revenue tax that is processed by the company's accounting firm.
- *How does Graphics 71 determine the hourly rate charged to Newman PR?*
The hourly rate is determined based on market rates examining other shooters with the same level of experience and knowhow. Rates are typically lower than comparable resources.
- *It is our understanding from the contract that the management fee is to cover staff expenses for NewmanPR. How is the work charged by Mr. Newman under Graphics 71 not a staff expense covered by the management fee?*
Hopefully, I have answered this question above.

Feel free to reach out with any other questions or needed clarifications.

Most sincerely,

Andrew A. Newman

Andrew A. Newman,
President.

Mr. Noah Browning

4

NewmanPR Accountant Emails Responding To Auditor Questions

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 2:25 PM
To: Noah Browning
Cc: andy@newmanpr.com
Subject: RE: first bunch of proof of payment
Attachments: JoNell Modys 24.pdf

Hello again –
Please call me Sandy. It's much shorter to type. 😊

I pay JoNell from her invoices. She's been billing \$4,500 for social/web editor, not the \$4,750 on her contract. (Copy of her recent invoice attached.)

KBC payment is adjusted by \$35 to defray our cost of an international wire transfer.

Ashley is reimbursed for her out-of-pocket and mileage. She also carries a company credit card, which she uses for meals and incidentals. These are included in the per diems that are submitted to TDC for reimbursement.

Respectfully,
Sandy
NewmanPR

From: Noah Browning <nbrowning@monroe-clerk.com>
Sent: Thursday, October 19, 2023 1:54 PM
To: sandy@newmanpr.com
Cc: andy@newmanpr.com
Subject: RE: first bunch of proof of payment

Good Afternoon Ms. Campbell,

I reviewed the information in this batch. Below is what I was able to do:

- I reconciled the payments for Greg Tromba and Carol Shaughnessy to their respective contracts.
- I was not able to reconcile Jo Nell Modys. My math by the contract is that her payment should be \$7,750. The payment reads as \$7,500. Please help me understand the variance.
- I was not able to match the KBC payment to the certification. My math shows the total payment should be \$52,907.67, which is \$35 above the \$52,872.67 on the wire transfer. I know its small, but please help me understand the variance.
- I was not able to match Ashley Serrate's reimbursement to the certification or the travel reimbursement form. My math shows her reimbursement should be \$345.41 for the 3/15/23 payment, which is above the \$205.41 shown on the bank statement. Please help me understand the variance.

With those exceptions, the documentation is working. Once I work out the nuances, I hopefully won't bother you and the cancelled checks should be very straightforward.

Thanks,

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 2:31 PM
To: Noah Browning
Subject: 11835

Ashley's notes are in blue.

11835

- Invoice 11835 is for travel for Ashley Serrate to the December 13, 2022 TDC meeting in Key West.
 - Why did Ms. Serrate seek reimbursement for three days of rental car usage with only one night in Key West? What was the business need for three days of a rental car? I picked up the rental car on Sunday 12/11 for an early departure on Monday morning, 12/12. I departed before the rental location opened on Monday as we had appointments and meetings scheduled while en route to Key West.
 - Why did Ms. Serrate seek reimbursement for gratuity for the trolley? There is no entertainment form attached describing the purpose/rationale. Per the contract, entertainment is limited to entertaining media and not for staff. The Trolley Tour was part of a video shoot for our social media channels. We captured content that was used for the destination's social media channels.

Respectfully,
Sandy
NewmanPR

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 2:36 PM
To: Noah Browning
Cc: andy@newmanpr.com
Subject: 11853

11853

- Invoice 11853 is for reimbursement for an influencer trip from Canada. The contract with the influencer states that insurance on the vehicle is not reimbursable. However, NewmanPR paid the full cost of the invoice from LMA, including insurance.
 - Why did NewmanPR allow LMA to invoice for the insurance?
 - Why did NewmanPR pass the cost on to the TDC?

1-18-2023 billing

This is my mistake. I didn't see a charge for insurance. I still don't see it. Please show me; this will probably happen again.

Respectfully,
Sandy
NewmanPR

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 2:39 PM
To: Noah Browning
Cc: andy@newmanpr.com
Subject: 11882

11882

- Invoice 11882 is for travel reimbursement for Ashley Serrate for the LA Travel and Adventure Show.
 - The spreadsheet noting payment date and method shows the mileage and per diem not paid to Ashley until 3/15/23 via direct deposit, but the NewmanPR invoice to TDC is dated 2/28/2023. This is not permissible under the contract. Why is NewmanPR invoicing prior to the payment date?
 - The invoice notes a Lyft charge for travel from home to the Miami Airport, but a mileage charge for the trip from the Miami Airport to home. How did Ashley drive from the airport when she used Lyft to get to the airport? There is no car parking fee attached.

2-28-2023

The payment date issue was my fault. The plan was to include her reimbursement with her next payroll direct deposit. I realized after preparing the invoice that it was too late to add it to the Feb 28 payroll. So I changed the date on the spreadsheet to the next pay date, when it would actually be paid.

The mileage vs Lyft issue: Ashley took Lyft to the airport. Her husband picked her up from the airport when she returned. I remember this one. It looked odd to me, too, so I asked about it at the time.

Respectfully,
Sandy
NewmanPR

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 2:43 PM
To: Noah Browning
Cc: andy@newmanpr.com
Subject: 11906

11906

- Invoice 11906 is for LGBTQ stringer services. The invoice is dated March 29, 2023 and the certification of payment states the pay date as March 30, 2023. However, the invoice from the LGBTQ stringer is dated March 31, 2023. Per the contract between the TDC and NewmanPR, reimbursable expenses are to be invoiced after paid and services rendered.
 - Why did NewmanPR invoice the TDC prior to the date the subcontractor submitted an invoice?
 - Why did NewmanPR invoice prior to services being fully rendered by the stringer?

March – Greg Trombe

The invoice was processed in the last week of the month so the contractor would be paid timely.

Respectfully,
Sandy
NewmanPR

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 2:41 PM
To: Noah Browning
Cc: andy@newmanpr.com
Subject: 11899
Attachments: Will McGough Reservation.pdf

11899

- Invoice 11899 is reimbursement to a travel writer for certain travel expenses, including an intermediate rental car. The invoice is dated a full week prior to the date of payment on the certification of payment.
 - Why did NewmanPR invoice prior to the date of payment? Per the contract, an invoice must be paid before seeking reimbursement.
 - The agreement between the subcontractor and NewmanPR includes reimbursement for an intermediate size rental. However, the travel writer rented (and was charged) for premium, full size vehicle.
 - Why did NewmanPR permit the overcharge?
 - Why did NewmanPR invoice the TDC for the overcharge?

March --- Will McGough

Invoice date 3/22 vs payment date 3/29 (bill date 2/11)

Andy was out of the office the week of March 22. I prepared the invoice, but the check wasn't signed & sent until March 29. This billing was submitted to TDC on March 29.

Ashley's note about the premium rental:

Excellent question. I booked this for him and would not have booked a premium rental... even though it says full size car. Maybe they upgraded him for the same rate.

The original email confirmation says a Toyota Camry or similar and the price is the same. See attached pdf.

Respectfully,
Sandy
NewmanPR

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 2:51 PM
To: Noah Browning
Cc: andy@newmanpr.com
Subject: 11947
Attachments: Florida Keys HAT May 4 Dinner Invitation (1).pdf

Ashley's notes in blue. Also, attached is the email invitation to the dinner sent to attendees.

11947

- Invoice 11947 is for travel for Ashley Serrate to a National Weather Service event in Marathon, Florida that was cancelled at the last minute.
 - What is the business purpose for the trip (Monroe County TDC is not listed as a booth participant)? The event was the Monroe County Hurricane Awareness Tour and the Florida Keys Tourism Council organized a dinner for the participants on the night of May 4th at Castaway Restaurant at 4pm. The group was to arrive that afternoon and attend the dinner prior to the formal tour the following day, May 5th.
 - The published times for the event are 12:30 P.M. to 4:30 P.M. What necessitated the overnight stay? As one of the organizers of the dinner on the night of May 4th, I arrived that afternoon ahead of the rest of the group. Since the dinner was in Marathon at 8pm, I was to stay overnight for the formal event the following morning.

Respectfully,
Sandy
NewmanPR

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 2:55 PM
To: Noah Browning
Cc: andy@newmanpr.com
Subject: 12001/12033/12040/12042

12001/12033/12040/12042

- These invoices are for stringer fees. However, the invoices are being submitted prior to the end of the month for which they are providing services. Per the contract between Stuart Newman Associates and the BOCC/TDC, reimbursable expenses are to be submitted after the product or service is delivered.
 - Please provide an explanation as to why invoices are being submitted prior to services being fully rendered by the subcontracted stringers.

It has been our practice to pay our contractors and invoice for reimbursement in the middle of the month. This allows us to submit our bills timely for payment at the end of the month.

Respectfully,
Sandy
NewmanPR

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 2:59 PM
To: Noah Browning
Cc: andy@newmanpr.com
Subject: 12012

12012

- Invoice 11995 from NewmanPR contains a reimbursement request for the Digital Island Media work on the world's largest key lime pie.
 - Why is NewmanPR requesting reimbursement for travel expenses for Digital Island Media?
 - Why are the travel expenses not covered by the fee charged to NewmanPR for the work?

It has been a long-standing practice for Digital Island Media to separate travel expenses from their fees. I understood that this was a requirement from TDC, but that was before my time. They do not charge for travel within Key West, only when they are on assignment out of Key West.

- Why are Digital Island Media and Graphics 71 both covering the world's largest key lime pie event? NewmanPR Invoice 12000 to TDC is for coverage of the world's largest key lime pie event.

Digital Island Media took video of the event. Graphics 71 took still photos.

Respectfully,
Sandy
NewmanPR

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 3:04 PM
To: Noah Browning
Cc: andy@newmanpr.com
Subject: 11994

11994

- Invoice 11994 is for a travel writer to visit the Florida Keys. Per the contract between the writer and NewmanPR, NewmanPR is to pay for one tank of gas for the rental car and no insurance.
 - The receipt from Budget Car Rental shows 1) a loss damage waiver and 2) a charge for fueling the car upon its return (the writer also fueled the car). Please provide an explanation regarding why these charges were permitted if they are not consistent with the written contract.
 - Why did NewmanPR pass the unallowable costs on to the TDC?

7-5-2023 Brian Webb, Homoculture

This is clearly my mistake.

Respectfully,
Sandy
NewmanPR

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 3:35 PM
To: Noah Browning
Cc: andy@newmanpr.com
Subject: 12011/12016

12011/12016

- Invoice 12011 is a request for reimbursement for Graphics 71 coverage of Hemingway Days and Tour De Turtle. Invoice 12016 is a request for reimbursement for travel for Mr. Newman for coverage of the same event.
 - Why does the Graphics 71 fee not cover the cost of travel?

It is our understanding that all travel should be billed separately on a travel voucher.

Respectfully,
Sandy
NewmanPR

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 3:53 PM
To: Noah Browning
Cc: andy@newmanpr.com
Subject: 12064 - incomplete

12064

- Invoice 12064 contains a request for reimbursement for one night at Baker's Cay. However, the invoice does not contain a folio showing a zero balance for a room. Rather, the folio attached shows the room service charges.
 - Please provide a folio with a zero balance for the room.

I've emailed Jerry (at LMA) 10/19/2023 to ask for a correct folio.

- Invoice 12064 includes a contract with the influencer that notes that the trip is June 7 through June 15. The itinerary also uses these dates. However, the itinerary notes that Baker's Cay is hosted, including for June 7.
 - Why is there a single night being invoiced to the TDC since the stay is hosted?

The itinerary is prepared for the traveler's information. "Hosted" on the itinerary means the traveler doesn't have to pay. Often the resort covers the stay; sometimes NewmanPR (or in this case, LMA) has paid. When the resort doesn't cover the whole cost, they often cover part of the stay or charge a reduced rate.

Respectfully,
Sandy
NewmanPR

Noah Browning

From: sandy@newmanpr.com
Sent: Thursday, October 19, 2023 2:29 PM
To: Noah Browning
Subject: Administrative Fee Invoices

Administrative Fee Invoices

FY 2022: 11435/11452/11477/11498/11521/11550/11582/11653/11684/11708

FY 2023: 11763/11770/11811/11843/11867/11890/11926/11942/11968

- These invoices are for the administrative fee NewmanPR is entitled to per the contract. However, per the contract, the administrative fee is to be reimbursed in arrears.
 - Why is NewmanPR not invoicing in arrears as per the contract?

It has been our practice to invoice for the monthly fee in the middle of the month. This allows us to submit our bills timely for payment at the end of the month.

Respectfully,
Sandy
NewmanPR

From: Russ Yagel <RYagel@HLYlaw.com>
Sent: Thursday, December 21, 2023 3:09 PM
To: Noah Browning <nbrowning@monroe-clerk.com>
Cc: Theresa Davis <tdavis@hlylaw.com>
Subject: Payroll Data

You don't often get email from ryagel@hlylaw.com. [Learn why this is important](#)

Noah:

With respect to yours of December 15, 2023, as I expect you know, Stuart Newman Associates, Inc. a/k/a/ NewmanPR ("NewmanPR") has multiple clients.

All of NewmanPR's employees are salary/exempt and do not turn in payroll timecards. Also, there are no reductions for vacation or sick days reported as such time is informally tracked (but not reported) since it is paid time off, and it has not exceeded allowable absences. To the contrary, NewmanPR's staff members consistently work well in excess of 2,080 hours per year.

Additionally, Key Personnel assigned to the NewmanPR clients or jobs do not maintain time sheets or job cards where they identify time associated with performing tasks for specific clients, and the contract with the County does not require them to do so.

Attached are redacted summary reports for the past three years showing the names of the employees and the hours reported for the employees for each year. I have also attached a redacted report showing the hours worked by employees during the most recent payroll period.

Please note, as of June 1, 2023, Buck Banks is no longer an employee of NewmanPR but does do work as an independent contractor.

The TDC was informed of this change and his successor, Julie Ellis, pursuant to the succession plan provided to the TDC pursuant to the contract, assumed his role as senior vice president.

Also, Carol Shaughnessy has never been treated as an employee and always been compensated as an independent contractor for services performed for NewmanPR, which is separate and apart from her services as a stringer, and it is for this reason that she is not reflected in payroll.

You are correct in your statement that the contract allows you to obtain payroll information of NewmanPR, but implicit in the contract is also the requirement such request must be made in good and not for any improper purpose.

Because NewmanPR does not record specific time dedicated to a client or require its staff to complete payroll time sheets, detailed data concerning the wages paid to Key Personnel or other NewmanPR employees, during any pay period and/or the total wages paid to such persons during the year, cannot yield any valid conclusions regarding whether Key Personnel listed in the contract are the persons actually performing the services.

As we understand it, the detailed information you have requested will be subject to public disclosure. Under these circumstances, any such disclosure would result in a gross and unjustified invasion of the privacy of the NewmanPR employees and damage to NewmanPR's business interests as well.

It is for these reasons we ask you accept the information provided instead of the detailed information you are requesting.

With best regards, we are

Very truly yours,
Russell A. Yagel, Esq.
ryagel@hlylaw.com
Hershoff, Lupino & Yagel, LLP
88539 Overseas Highway
Tavernier, Fl. 33070
Phone: 305-852-8440
Fax: 305-852-8848

From: Russ Yagel <RYagel@HLYlaw.com>
Sent: Monday, December 18, 2023 2:54 PM
To: Noah Browning <nbrowning@monroe-clerk.com>; Theresa Davis <tdavis@hlylaw.com>
Subject: Re: Audit of Stuart Newman, Associates, Inc.

You don't often get email from ryagel@hlylaw.com. [Learn why this is important](#)

Noah:

I am in receipt of your response. Please note, we need additional time to respond to your comments and compile any agreed upon information due to limited staffing throughout the holidays, but we will provide same as soon as possible.

Russ Yagel

With best regards, we are

Very truly yours.

Russell A. Yagel, Esq.

ryagel@hlylaw.com

Hershoff, Lupino & Yagel, LLP

88539 Overseah Highway

Tavernier, Fl. 33070

Phone: 305-852-8440

Fax: 305-852-8848

From: Noah Browning <nbrowning@monroe-clerk.com>

Sent: Friday, December 15, 2023 4:17 PM

To: Theresa Davis <tdavis@hlylaw.com>

Cc: Russ Yagel <RYagel@HLYlaw.com>

Subject: RE: Audit of Stuart Newman, Associates, Inc.

Good Afternoon Mr. Yagel,

I have received your response to my request for payroll information. First, I would like to express my appreciation for the ongoing cooperation from your client. I would also like to clarify that I do not want any personal information (such as social security numbers, any account information, home addresses, etc).

NewmanPR's contract with Monroe County assigns specific people to certain roles (Key Personnel). There is an expectation that the principal personnel performing services are those personnel listed. NewmanPR's contract does not exclude payroll records from audit. In addition to the payroll records, requested, we are also requesting copies of timesheets/time records used to process payroll. The review of these records are a necessary for us to complete our audit testing.

Please provide the requested by the close of business of Wed, Dec. 20, 2023.

Thank you in advance for your continued cooperation.

Sincerely,

Noah



Noah Browning

Senior Internal Auditor

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller

500 Whitehead Street, Key West, Florida, 33040

Phone: 305-292-3439

www.monroe-clerk.com

PLEASE NOTE: The information contained in this message and any accompanying attachments may contain privileged, private, and/or confidential information protected by state and federal law. If you have received this information in error, please notify the sender immediately and destroy the information.

Florida has a very broad public records law. Most written communications with any public agency in the course of its official business are public record, and available to the public and media upon request. Your e-mail communication with this office may be subject to public disclosure.

From: Theresa Davis <tdavis@hlylaw.com>

Sent: Friday, December 8, 2023 12:26 PM

To: Noah Browning <nbrowning@monroe-clerk.com>

Cc: Russ Yagel <RYagel@HLYlaw.com>

Subject: Audit of Stuart Newman, Associates, Inc.

You don't often get email from tdavis@hlylaw.com. [Learn why this is important](#)

Dear Mr. Browning,

Please find correspondence from Mr. Yagel attached hereto.

Theresa L. Davis
Legal Assistant to
Russell A. Yagel, Esq.

HL&Y
Hershoff, Lupino & Yagel, L.L.P.
Attorneys at Law

88539 Overseas Highway
Tavernier, FL 33070
(305) 852-8440
tdavis@hlylaw.com

November 17, 2023 Written Response to Auditor Questions



NEWMANPR
SOCIAL & MEDIA MARKETING
2140 South Dixie Highway, Suite 209
Miami, FL, 33133
NewmanPR.com

Nov. 17, 2023

Mr. Noah Browning
Senior Internal Auditor
Clerk of the Circuit Court & Comptroller
500 Whitehead Street
Key West, Florida

Via e-mail

Dear Noah:

I am combining your second round of questions to Sandy as well as those regarding Graphics 71 you sent to me.

Before I address your specific questions, I feel it's important to let you know that we take the spending of TDC PR expenses very seriously and work diligently to minimize expenses without sacrificing quality of work.

It is important to emphasize that in the 43 completed years of service to Monroe County we have never exceeded the budget. More often than not, we have come way under budget. That is because we are extremely conscientious and do our best to get the most bang out of the TDC expense dollar.

With that said...

KBC and LMA Pre-Approval for Expenditures

- *Per the contracts between NewmanPR and both LMA and KBC, expenditures exceeding \$500 must be approved in advance by NewmanPR. Please provide the agency request and the NewmanPR approval for the following:*
- *Invoice 12004: KBC World Ocean Day Marketing Expense*
- *Invoice 11996: KBC Samuel Bradley Press Trip and Michelle Jackson the Novel Traveler*
- *Invoice 11853: LMA Kaitlin Narciso and Ulf Hohendorf Press Trip*
- *Invoice 11802: KBC/GIA IGLTA Conference Attendance*
- *Invoice 11728: LMA Discover America Day*

Page 1 of 5

Mr. Noah Browning
Nov. 17, 2023

- Invoice 11671: KBC Group FAM Trip to Florida Keys
- Invoice 11658: LMA TMAC Conference
- Invoice 11630: KBC Out There LGBTQ Campaign and FVW Media Partnership
- Invoice 11528: KBC Martin Perry Press Trip
- Invoice 11286: KBC/GIA IMM Conference Registration

Some of the above are contained within the PR marketing plan which is approved by the TDC board and BOCC, while others are verbal or email approvals following frequent Zooms or phone calls between agencies. There is no requirement for these approvals to be in writing. It has always been about not exceeding the expense budget.

Stringer Contracts

- *The contract between Greg Tromba and NewmanPR states that the scope of services is to include representation of the agency at Key West Business Guild meetings, with the compensation being "the flat rate professional fee" of \$2,350.*
- *My review of NewmanPR invoices found instances of reimbursements for Key West Business Guild events. Since flat rate fees include expenses, hourly costs, markup, etc, a separate reimbursement would not be allowable (the point of flat rate being that the risk is on the subcontractor to maximize profit). Moreover, the contract between NewmanPR and Mr. Tromba does not provide for expense reimbursement or describe what expenses would be allowable.*
- *Why is NewmanPR reimbursing for the Key West Business Guild since the compensation to Mr. Tromba is flat rate, and his scope of service requires attendance at Guild events? Flat rate professional fee describes a fixed monthly fee as opposed to an hourly rate. Although he is no longer associated with NewmanPR, please provide a signed copy of the contract.*

Per the contract, under Terms of Agreement, item #3, travel and expenses will be reimbursed. Signed contract is attached.

- *The contract between Mr. Tromba and NewmanPR requires monthly reports of all activities expended on behalf the TDC. Please provide copies of the reports for January 2022 through the termination of his contract (April 2023 I believe). To simplify the process, please forward the emailed reports.*
- *The contract between Carol Shaughnessy and NewmanPR states that she is to provide a monthly report of all activities and hours expended on behalf of the agency (under both the stringer and public relations contracts).*
- *The contract between Jo Nell Modys and NewmanPR states that the scope of services requires contributions to the agency's six-week report of all activities expended on behalf of the TDC. Please provide the contributions from Ms. Modys*

Mr. Noah Browning
Nov. 17, 2023

for the six-week reports from October 2022 to present. To simplify the process, please forward the emailed reports.

In order to streamline the process and keep our stringers engaged in work that benefits TDC, we no longer require monthly reports from them. Rather, we meet via Zoom twice a week to evaluate the status of projects and work needed and completed. In the end, all work is reflected in our six-week reports to the TDC and District Advisory Committees. Reports follow this document.

Selected Reimbursement Invoices

- *Invoices 11750 and 11176: The invoice is for reimbursement for expenses associated with WFAA's Good Morning Texas. Invoice 11750 is dated September 30, 2022, but the affidavit is dated for November 9, 2022 and notes payment was made on November 9, 2022. Similarly, Invoice 11176 is dated September 30, 2020, and the affidavit is also dated for September 30, 2020. However, the payment is dated as October 20, 2020.*
- *Please explain why these invoices were sent prior to payment being made. The contract between NewmanPR and the TDC states that expenses must be paid prior to seeking reimbursement.*

It has been our practice to date the billing in the applicable fiscal year. Bills submitted after Sept 30 are dated September 30, not when actually submitted. In both of these cases, we paid WFAA's bill the same day we submitted our bills to TDC.

- *Please provide proof of payment for both invoices.*

**2020 bill paid 10/20/2020 by Ink credit card - attached
2022 bill paid 11/9/2022 by check 1238 Bank of America Op - attached**

- *Invoice 11524: The invoice is reimbursement for lunch hosted by Mr. Newman with the Monroe County Sheriff's Office, Florida Highway Patrol, and Florida Department of Transportation.*
- *The reimbursement request form attached notes that actual costs are reimbursable only if meeting with travel writers, tour brokers, or others connected with the industry. In addition, the contract between NewmanPR and the TDC allows reimbursement only for entertainment of media and travel expenses. Similarly, the scope of services states NewmanPR is to interface with county officials. How does NewmanPR justify this expense as allowable within the contract?*

The purpose of the lunch meeting was included with the invoice Noah. That said, here's a more detailed explanation. Beyond the sheriff's office representatives that there was also a Keys-based Florida Highway Patrol officer and representatives of

Mr. Noah Browning
Nov. 17, 2023

the Florida Department of Transportation. As you can imagine, an unencumbered Florida Keys Overseas Highway is not only pertinent for tourism flow to and within the Florida Keys, but also a priority for residents as well. We maintain communications' conduits with all agencies because we want to be able to communicate – if needed – projects in advance to prepare our visitors for any potential delays. In the case of this lunch meeting, at a very modest Islamorada restaurant, the purpose was to ensure that FDOT contractors (that have replaced FDOT staff in the Keys) was communicating with MCSO, as well as FHP, regarding the then upcoming Sea Oats Beach highway project which was set to be a two-year raising of the highway between MM 73 and 75, as well as other associated projects throughout Lower Matecumbe Key. That project is in final completion now and throughout the process delays and traffic backups have been minimized. I truly believe that that the meeting was a contributory reason why things went smoother than it might have been.

- *Invoice 11671: The invoice is a reimbursement to NewmanPR for KBC expenses associated with a group FAM trip. In reviewing the supporting documentation, there is a charge for international data for Mr. Ezra. The contract between KBC and NewmanPr states that the fee paid to KBC is inclusive of all communications charges.*
- *Why did NewmanPR reimburse KBC for the data charges?*

Long-distance calls while traveling have long been reimbursable for TDC business and Sandy assumed that the \$81.25 was modern iteration of long-distance calls. She should not have assumed.

Journal Entries and Time Sheets

- *Please provide the journal entries (Quickbook screen shots or Quickbooks report) and the time sheets for the following invoices with Graphics 71 reimbursement:*
 - 11216
 - 11400
 - 11414
 - 11419
 - 11433
 - 11481
 - 11734
 - 11795
 - 11982

The journal entries follow. I do not do written time sheets for Graphics 71 invoices.

Photography Services

Mr. Noah Browning
Nov. 17, 2023

- *Please provide the market rate analyses for the \$145 hourly rate and the \$155 hourly rate.*

I have never performed a market rate analysis. I believe our rates are more than fair, offer fulltime clients significant cost savings based on the level of expertise and our proven results.

- *How does NewmanPR determine which events are to be photographed by Graphics 71 versus other photographers?*

It depends on the importance of the story to the Keys, my availability and distance to the story location as well as my ability to actually perform the job. For instance, I do not possess the skills to facilitate underwater photography, nor am I an accomplished videographer. I endeavor to hire people who not only have excellent photographic skills, but understand the needs of news which are different than advertising or other marketing platforms.

Most sincerely,

Andrew A. Newman

Andrew A. Newman.

cc: Sandy Campbell
Russell A. Yagel, Esq.

Appendix IV

Monroe County
Attorney
Legal Analysis

County of Monroe
The Florida Keys



BOARD OF COUNTY COMMISSIONERS

Mayor Craig Cates, District 1
Mayor Pro Tem Holly Merrill Raschein, District 5
Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

Robert B. Shillinger, County Attorney **
Pedro J. Mercado, Sr. Assistant County Attorney**
Cynthia L. Hall, Sr. Assistant County Attorney**
Derek V. Howard, Sr. Assistant County Attorney**
Christine Limbert-Barrows, Assistant County Attorney**
Peter H. Morris, Assistant County Attorney **
Patricia Eables, Assistant County Attorney
Joseph X. DiNovo, Assistant County Attorney**
Kelly Dugan, Assistant County Attorney
Christina Cory, Assistant County Attorney
Nathalia Archer, Assistant County Attorney

Office of the County Attorney

1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 Office
(305) 292-3516 Fax

** Board Certified in City, County & Local Govt. Law

To: Kevin Madok, Monroe County Clerk of Court and Comptroller
Through: Robert B. Shillinger, Monroe County Attorney
From: Christine Limbert-Barrows, Assistant County Attorney
Date: November 7, 2023
Re: Stuart Newman, Associates, Inc.'s Agreement Scope of Services relating to The Clerk's audit recommendation to the "BOCC to take immediate action to work with the TDC to determine the next steps for addressing the seemingly the double billing of services by the TDC's Public Relations Agency of Record or clarify these services."

This memorandum addresses the scope of services under Stuart Newman, Associates, Inc.'s (NewmanPR) Agreement for professional public relations agency services as it relates to the above referenced audit finding and specifically whether photography and videography services for which reimbursement was sought are services included in the scope of services. The County and NewmanPR entered into this Agreement on August 17, 2022, for the period of October 1, 2022, and expiring on September 30, 2025¹. The Agreement may be extended for an additional (2) two-year period.

The Scope of Services in Paragraph 2 of the Agreement reads as follows:

2. Scope of Services: The Contractor will serve as the full-service public relations agency for the Monroe County TDC and County. The Contractor and the public relations programs are subject to review by the Monroe County TDC.

A. Key Personnel: This Agreement is a professional service Agreement with expectation that principal personnel performing the services are those personnel listed. Notice of any change in personnel shall be sent to the TDC for approval. The principals assigned are the following:

- 1) Andrew A. Newman, President and Account Supervisor
- 2) Buck Banks, Senior Vice President and Copy Editor/Online Media Director/Strategic Director
- 3) Carol Shaughnessy, Senior Account Executive

Contractor shall have a successor plan for the Key Personnel of President and Senior Vice President of the agency. The successor plan shall include who may take over the obligations and duties of the former TDC's Key Principal in the event of incapacitated illness, death or other circumstances that render the Key Principal unable to perform their duties and obligations under this agreement. The Contractor shall provide their successor plan to the TDC administrative office within 30 days of approval of this agreement by the County. The Contractor shall amend said successor plan, as needed, to ensure it remains current. In the event that the TDC does not approve the Key Personnel, the County may terminate the Agreement in accordance with section 18.

ADDITIONAL MINIMUM STAFF PERSONNEL ASSIGNED:

- 1) Account Executive
- 2) Media Manager
- 3) Account Support
- 4) Finance/Account/Clerical Support

In addition, the agency will sub-contract with Keys-based individuals to provide for an Upper Keys/Middle Keys stringer; Lower Keys/Key West stringer, and an LGBTQ+ market stringer to be funded from the public relations expense budget.

- B. The Senior Account Supervisor and/or account executive shall meet with the Monroe County TDC at all regularly scheduled meetings of the TDC and Advisory Committees, and at any other times as directed by the TDC.
- C. Contractor agrees to assign a Public Relations Senior Account Supervisor who will devote such time and effort as necessary to the account on a priority basis, including full time when required. Duties of the Senior Account Supervisor will include contact as required with the Chairperson or Vice Chairperson of the TDC, Marketing Director or other designee, interfacing with other agencies of record such as Advertising and Website provider as directed by the TDC relating to the development of an effective marketing program for the Florida Keys. Either the account supervisor, account executive or district stringer will consult with TDC Advisory Committees within the Keys.
- D. Provide staff services to manage communications to develop awareness, promote favorable image and goodwill for the Florida Keys tourism product.

- E. Provide the development of favorable national and international publicity for the Florida Keys tourism product.
- F. Provide the establishment and maintenance of contacts with print, internet and broadcast media including bloggers and social media influencers.
- G. Provide the preparation of digital media kits and an online newsroom.
- H. Coordinate development and distribution of news materials for trade and consumer media.
- I. Develop and coordinate media familiarization tours for the Florida Keys, and assist media including travel bloggers and social media influencers as needed during individual visits. In addition, develop and coordinate itineraries for broadcast crews and provide onsite support as needed.
- J. Work with media personnel to gather information for their reports.
- K. Develop the public relations section of the TDC's annual marketing plan establishing objectives and measurable goals while interfacing with programs produced by the advertising agency and sales department.
- L. Provide representation of TDC at selected trade shows, sales/media missions, FAM tours, media workshops, and journalist conferences.
- M. Provide at least one representative to attend TDC meetings; District Advisory Committee (five individual DACs); cultural, diving, fishing and Key West Business Guild meetings.
- N. Provide periodic written and/or oral reports on public relations activities to the TDC and District Advisory Committees.
- O. Provide the establishment and management of Agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
- P. Prepare for and respond to emergency crisis situations that affect tourism and provide a crisis communications program when needed, working in conjunction with Keys Emergency Management and other local, state and federal entities as appropriate.
- Q. Coordinate crisis communications training for selected Keys tourism officials.
- R. Interface with County officials and other local municipalities to consult with and provide communications assistance to deal with issues that relate

to tourism.

- S. Provide media training for TDC staff and/or TDC Board members as deemed appropriate.
- T. Provide content support for TDC web site and social media channels.
- U. Provide publicity before, during, and after selected special events.
- V. Provide assistance to the Florida Keys Film Commission.
- W. Maintain appropriate records of print clippings, internet, and broadcast coverage.
- X. Provide development and maintenance of video and still image libraries.
- Y. Provide a measurability process to evaluate the public relations programs.
- Z. Provide implementation of such services as outlined within the objectives, goals, and strategies of the annual marketing plan.
- AA. Perform such other public relations activities as required by the TDC.

The scope of services as set forth above does not include photography or videography services or production.

The "annual agency administration fee" is compensation for "the performance of all public relations staff services outlined within the Scope of Services as defined by [the] Agreement and the approved Marketing Plan"ⁱⁱ.

Paragraph 3. Compensation of the Agreement provides that "compensation shall be paid for fees and reimbursable expenses, subject to availability of Tourist Development Tax Funds." The Agreement then provides that the "Agency Fee" is for "the performance of all public relates staffed services outlined within the Scope of Services as defined by this Agreement" and "Reimbursable Expenses" is "for all actual expenses incurred for contracted staff, media materials, postage, shipping, clipping services, special event support, research, website maintenance, promotional items, seminars or show registrations, sub-agency Agreements, entertainment of media, broadcast support, photography, broadcast production, other video and audio projects, travel expenses and all other projects or production materials that are necessary for the fulfillment of this Agreement" and "zoom and video conferencing".

"Broadcast support, photography, broadcast production, other video and audio projects" is listed as a reimbursable expense under the agreementⁱⁱⁱ. Reimbursable Expenses under the agreement are outside of the Scope of Services and are in addition to the annual agency administration fee/agency fee.

Based upon the contractual provision, it is my opinion that the invoices for photography or videography services and production are not services that are included under the Agreement's Scope of Services and therefore are not services included in the annual agency administration fee or "Agency Fee", but rather they are specifically listed as "reimbursable expenses". Thus, in my view, no double billing exists for these services under the provisions of the contract as set forth in detail above.

¹ The Agreement between the County and NewmanPR for the period of October 1, 2017, to September 30, 2020, which was extended to September 30, 2022, has substantially the same Scope of Services as the current Agreement for Public Relation Services.

² 3. Compensation: Compensation shall be paid for fees and reimbursement expenses, subject to availability of Tourist Development Tax Funds. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

- A. Agency Fees: The Contractor shall be compensated for the performance of all public relations staffed services outlined within the Scope of Services as defined by this Agreement and the approved fiscal year Marketing Plan for an annual agency administration fee of \$733,688. The Contractor shall submit to the TDC monthly billings in arrears for one-twelfth (1/12) of the annual agency fee. The Contractor shall have all fees placed on invoices that have the proper approved purchase order account number and follow County requirements for payment. Following the third year, the County has an option to extend this Agreement for an additional two (2) year period under the same conditions subject to negotiation of monetary terms *(under Agreement negotiations this may be subject to monetary terms, upon 90 days prior written notice of the Agreement extension to Contractor).*
- B. ⁱⁱ Reimbursement Expenses: All reimbursable expenditures paid by the County shall be subject to the annual public relations expense budget approved by the TDC and County. The Firm shall have all expenses placed on invoices that have the proper approved purchase order account number, have been paid for by the agency to the vendor before being submitted for reimbursement with product or services delivered, and follow other County requirements for payment. The Contractor will be reimbursed at cost for all actual expenses incurred for contracted staff, media materials, postage, shipping, clipping services, special event support, research, website maintenance, promotional items, seminars or show registrations, sub-agency Agreements, entertainment of media, broadcast support, photography, broadcast production, other video and audio projects, travel expenses and all other projects or production materials that are necessary for the fulfillment of this Agreement and have been approved in advance by the TDC Fiscal Year Marketing Plan or budget according to Monroe County Procurement Policies. The Contractor's telecommunication services are included in their professional fees with the exception of Zoom and other virtual conference programs.

Appendix V

**NewmanPR
Lower Keys/Key West
Stringer Contract**

Agreement for Stringer Services

This document is a contract between NewmanPR, d/b/a Stuart Newman, Associates, Inc., and Carol Shaughnessy, an independent contractor, for certain Florida Keys & Key West public relations services on behalf of the Monroe County, Florida, Tourist Development Council (TDC).

The contract will be between Carol Shaughnessy, 1411 Sun Terrace, Key West, FL 33040, and NewmanPR, d/b/a Stuart Newman Associates Inc., (Agency) 2140 South Dixie Highway, Suite 203, Miami, FL 33133 as Public Relations Agency-of-Record for TDC.

SCOPE OF SERVICES

In fulfilling the Scope of Work of this Agreement, Shaughnessy agrees to:

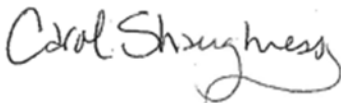
1. Provide services as a correspondent (known in the communications profession as a "stringer") in the Lower Keys and Key West. Responsibilities will include, but are not limited to, identifying, researching and writing stories that have potential to favorably reflect on tourism; research and liaison with hospitality industry personnel in the areas; preparing the agency's periodic District Advisory Committees' and TDC reports; working with the regions' special events coordinator to develop public relations support material; working with live and taped broadcast production personnel and spot coverage of special events as designated by the agency.
2. Other services include escorting individual travel journalists or groups of visiting journalists to the regions. Arranging story-gathering itineraries for visiting journalists. When necessary, fact-checking stories and visitor guidebook manuscripts.
3. Represent the agency at TDC District I and II district advisory council meetings; TDC meeting and other meetings or gatherings when directed by the agency.
4. If needed, represent the agency and TDC at out-of-town events designed to promote tourism to the Keys.
5. Shaughnessy agrees to provide a monthly report of all activities and hours expended on behalf of the TDC.

TERMS OF AGREEMENT

1. The contract will extend from Oct. 1, 2022, through Sept. 30, 2025, and the flat rate professional fee is \$4,625.00 (four thousand five hundred eight five dollars) per month. All fee and expense payments are subject to availability of TDC funding by the Monroe County Board of County Commissioners.
2. Forty-five (45) days of notice of termination of this contract in writing, with or without cause, is required by either party unless specifically otherwise agreed by mutual consent.
3. All travel and expense reimbursements are to be made as per existing Monroe County, Florida, finance office procedures. Expenditures for any local taxes or South Florida airport parking are not reimbursable in accordance with existing guidelines. The finance office frequently updates procedures.
4. Shaughnessy is a permanent Monroe County resident and is the holder of a current Monroe County, Florida, or City of Key West occupational license.
5. Shaughnessy acknowledges she is an independent contractor to Stuart Newman, Associates, Inc. and is responsible for her own insurance, including liability, health, auto and accident coverage as well as employment benefits and all taxes and social security payments.
6. Shaughnessy agrees to be governed by the general limitations of the Agency's current contract with Monroe County which includes a prohibition against communications work for individual resorts or tourist attractions within the Florida Keys without prior approval by Stuart Newman, Associates, Inc. The contract also prohibits work for another Florida TDC without prior approval by the agency and Monroe County.

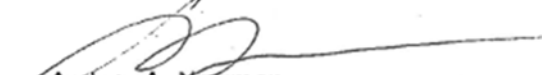
Signed and agreed upon this 27th day of September, 2022.

Carol Shaughnessy



Stuart Newman, Associates, Inc.

d/b/a NewmanPR



Andrew A. Newman,
President

Appendix VI

NewmanPR Senior Account Executive Contract

Agreement for Public Relations Services

This document is a contract between Stuart Newman, Associates, Inc. (d/b/a NewmanPR) and Carol Shaughnessy, an independent contractor, for public relations services primarily geared, but not limited, to the Florida Keys.

The contract will be between Carol Shaughnessy, 1411 Sun Terrace, Key West, FL 33040, and Stuart Newman Associates, Inc., d/b/a NewmanPR, (Agency) 2140 South Dixie Highway, Suite 203, Miami, FL 33133 as Public Relations Agency-of-Record for TDC.

SCOPE OF SERVICES

In fulfilling the Scope of Work of this Agreement, Shaughnessy agrees to:

1. Provide public relations and media relations services including, but not limited to, identifying, researching and writing stories that have potential to favorably reflect on tourism; research and liaison with hospitality industry personnel in the areas; working with the regions' special events coordinator to develop public relations support material and spot coverage of special events as designated by the agency.
2. Other services include escorting individual travel journalists or groups of visiting journalists to the regions. Arranging story-gathering itineraries for visiting journalists. When necessary, fact-checking stories and visitor guidebook manuscripts.
3. Represent the agency at meetings or gatherings when directed by the agency.
4. If needed, represent the agency at out-of-town events designated by the agency.
5. Shaughnessy agrees to provide a monthly report of all activities and hours expended on behalf of the agency.

TERMS OF AGREEMENT

1. The contract will extend from Oct. 1, 2022, through Sept. 30, 2025, and the flat rate professional fee will be \$3,710.00 per month, subject to the availability of funds from Monroe County Board of County Commissioners.
2. Forty-five (45) days of notice of termination of this contract in writing, with or

without cause, is required by either party unless specifically otherwise agreed by mutual consent.

3. All travel and expense reimbursements are to be made as per existing Monroe County, Florida, finance office and/or agency procedures. Expenditures for any local taxes or South Florida airport parking are not reimbursable in accordance with existing guidelines. The finance office frequently updates procedures.

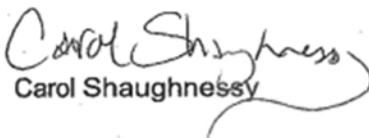
4. Shaughnessy is a permanent Monroe County resident and is the holder of a current Monroe County, Florida, or Key West, Fla., occupational license.

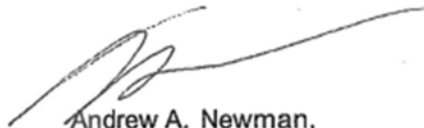
5. Shaughnessy acknowledges she is an independent contractor to Stuart Newman Associates/NewmanPR and is responsible for her own insurance, including liability, health, auto and accident coverage as well as employment benefits and all taxes and social security payments.

6. Shaughnessy agrees to be governed by the general limitations of the Agency's current contract with Monroe County Board of County Commissioners that includes a prohibition against work for individual resorts or tourist attractions within the Florida Keys without prior approval by Stuart Newman Associates. The contract also prohibits work for another Florida tourist development council or convention and visitors' bureau without prior approval by Monroe County.

7. As an independent contractor to Stuart Newman, Associates, Inc., Shaughnessy may be called upon to do other work not related to TDC.

Signed and agreed upon this 27th day of September, 2022.


Carol Shaughnessy


Andrew A. Newman,
President
Stuart Newman, Associates, Inc.
d/b/a NewmanPR

Appendix VII

Auditee Response With Clerk Rebuttal



Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

Following is NewmanPR's response to the audit report. Because we have fundamental disagreements with statements made by the auditee in the response, we are compelled to provide the following clarifications so the public has a full understanding of the Clerk's responsibilities as the County's auditor and comptroller as well as an understanding of the audit.

The Florida Constitution tasks the Clerk's Office with being the County's auditor. In this role, the Clerk is expected to protect the County's assets and ensure funds are being expended for a valid, legal, and public purpose. To that end, the Clerk's Internal Audit Department conducts audits and issues audit reports that identifies its findings as well as make recommendations, as needed, on how to strengthen controls over the management of the County's assets. Similarly, as the County's comptroller, the Clerk also conducts audits of vendor invoices submitted for payment by County departments (including the TDC) to ensure that payments comply with the terms of the vendor's contract in addition to applicable law, policies, and procedures.

As detailed on Page 2 of the auditee's response, following is a summary of the auditee's stated positions and our corresponding responses:

- (1) **Statement:** *The Audit Contains false statement of fact.* **Response:** This assertion is false. Audits, by their nature, do not make statements of fact. Audits express conclusions based on the evidence observed or examined by the auditor.
- (2) **Statement:** *The Audit expresses erroneous legal opinions regarding the requirements of the Contract which the Clerk's Office is not licensed nor qualified to express.* **Response:** This position is false. This is an audit report which expresses findings based on an audit program; the Clerk does not render legal opinions.
- (3) **Statement:** *The Audit report expresses opinions on matters which are not appropriate for an audit and/or an audit of NewmanPR.* **Response:** This position is not valid. The Clerk, as the County's auditor, is expected to audit any entity expending taxpayer funds, no matter whether the entity is a County Department or a third-party vendor. The purpose of the audit is to reassure the public that the entity is expending the funds for a valid, legal, and public purpose.
- (4) **Statement:** *The performance and issuance of the audit by the Clerk's office is improper and in violation of any applicable auditing professional standards because the office lacks the required independence.* **Response:** This position is not valid. The audit was conducted in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient and appropriate evidence to provide a reasonable basis for our findings and conclusions based on the audit objectives. The evidence obtained provides a reasonable basis for the audit's findings.

KEY WEST
500 Whitehead Street
Key West, Florida 33040

MARATHON
3117 Overseas Highway
Marathon, Florida 33050

PLANTATION KEY
88770 Overseas Highway
Plantation Key, Florida 33070

The following provides further clarifications of misleading claims made in the auditee's response.

Graphics 71. The auditee's response presents a lengthy discussion about businesses using fictitious names as a smokescreen to hide the real issues involving Graphics 71. Whether a fictitious name is properly used by a business or whether a business is properly registered with the State of Florida are not the audit's primary findings. Rather, checks made payable to Graphics 71 by NewmanPR were presented to the County as legitimate reimbursements of expenditures paid to a third-party vendor. NewmanPR was not entitled to be reimbursed because NewmanPR did not make the payments as they certified because, as stated by the Auditee, Graphics 71 is one and the same as NewmanPR.

Clerk's Input into NewmanPR Contract. The auditee's response claims the Clerk has input into the design and contents of NewmanPR's contract with Monroe County. This is a false statement. The Clerk had no role in crafting or approval of NewmanPR's contract with the County.

County Attorney's Opinion. The auditee's response states that the Clerk provided an inappropriate response to the County Attorney's opinion and runs afoul of professional standards. This is a false statement. The audit took no issue with the County Attorney's opinion. It simply stated that the County Attorney's legal analysis was limited in its scope and had no bearing on the audit's findings regarding NewmanPR's handling of reimbursed expenditures.

Misleading Certifications. The auditee's response presents a lengthy discussion regarding when a check is paid but stays silent to the claim of misleading certifications submitted by NewmanPR. The arguments presented are not relevant to the audit's findings. The County and the TDC relied on the truthfulness of NewmanPR's notarized statement as proof the checks listed were cashed and cleared the bank as required by County policy. The audit found that these notarized statements were false.

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MIAMI, FLORIDA 33156

February 5, 2024

Via E-mail Transmission
nbrowning@monroe-clerk.com

Noah Browning, Senior Internal Auditor
Kevin Madok, CPA
Clerk of the Court and Comptroller
500 Whitehead Street
Key West, FL 33040

Re: Audit of Stuart Newman Association, Inc.

Dear Mr. Madok and Mr. Browning:

As you are aware, our office represents Stuart Newman, Associates, Inc. d/b/a NewmanPR (hereafter referred to as NewmanPR).

The following constitutes the written response to the draft audit report prepared by your office, the Clerk of the Court ("Clerk"), provided to NewmanPR on January 19, 2024, and dated February 5, 2024 ("Audit"). The following summarizes our positions set forth in this response¹:

¹ Although the Clerk provided our client and I the opportunity to respond to the current Audit, NewmanPR was not given the opportunity to respond to the October 2023 audit of the Tourist Development Council prior to the issuance of the report related to that audit, which was seemingly prematurely issued. That report made incorrect allegations directed to NewmanPR which were subsequently explained and which the Clerk acknowledges to be "reasonable" in the current report. The inclusion of those incorrect statements has already resulted in significant damage to NewmanPR.

- (1) The Audit contains false statements of fact.
- (2) The Audit expresses erroneous legal opinions regarding the requirements of the Contract which the Clerk's office is not licensed nor qualified to express.
- (3) The Audit report expresses opinions on matters which are not appropriate for an audit and/or an audit of NewmanPR.
- (4) The performance and the issuance of the audit by the Clerk's office is improper and in violation of any applicable auditing professional standards because the office lacks the required independence.

BACKGROUND

NewmanPR was started by Stuart G. Newman, an honored World War II officer who steered the organization until his March 24, 2019, death. NewmanPR began its relationship with Monroe County on October 1, 1980, and it has provided indisputably immaculate service to Monroe County ("County"), helping it navigate multiple and significant crises which threatened the Keys tourism-based economy. Those crises included the Mariel Boat Lift, Hurricane Georges, Hurricane Irma, Covid 19, and the BP Oil Spill, just to name a few. In addition, the agency has either developed or helped develop award-winning proactive programs that have helped the Keys and Keys officials deal with critical issues including a pioneering hurricane visitor safety program and a public awareness initiative to ensure that visitors understand the rules during the state's lobster sport (mini-season) harvest season. Through it and its subcontractors' relationships with national and international news outlets, the Florida Keys & Key West are commonly featured in stories throughout the U.S. and the world. Not unexpectedly, the scope of services provided by NewmanPR changed with the times, adjusting to technological advances and changes including the internet, handheld computers (e.g. iPhones and other smartphones), and the explosion of social media. Succinctly stated, the platforms upon which public relations must be managed changed dramatically in the 43-year relationship between the County and NewmanPR with each new technological change placing increased demands on the public relations agency. NewmanPR successfully shepherded Monroe County through all of those changes. NewmanPR has never exceeded its allotted budget in the 43-year relationship with Monroe County. NewmanPR's staff consists of in-house full-time employees and independent contractors. Those who know or knew the principals of NewmanPR, the late Stuart Newman and Andy Newman, know them to be people of immaculate character, honest and credible. NewmanPR has never retained an attorney to assist in the negotiation or drafting of its contracts with Monroe County nor did it, prior to the allegations made by the Clerk regarding Graphics 71 in the recent "audit" of the Monroe County Tourist Development Council ("TDC") and/or Visit Florida Keys, have an attorney providing advice in connection with the use of fictitious names or other corporate related matters.

THE CURRENT CONTRACT

Because the Clerk inappropriately expresses legal opinions which he is neither licensed nor qualified to do and also offers comments regarding the adequacy of the "deal" between the County

and NewmanPR, a review of the structure of the present and controlling contract between NewmanPR and the County ("Contract") and its critical terms is necessary.

Conceptually, the Contract provides for the payment of an annual fixed fee to NewmanPR payable in twelve equal installments. The fee is for management of the County's public relations needs. The Contract lays out certain requirements and includes a defined scope of work for which the fixed fee is paid.

Noticeably, the current Contract, and any past versions thereof, *have never required* NewmanPR to exclusively dedicate itself or its employees to Monroe County. The terms of the Contract acknowledge that NewmanPR and its staff will service other clients. That being said, the scope of services defined in the Contract, as a practical matter, place demands on NewmanPR which require, when measured in hours worked, the equivalent of several full-time employees and occasionally demands an employee work full time for Monroe County. The Contract also does not require NewmanPR to track time committed to its duties or have its employees log time associated with their duties under the Contract. The best evaluation of NewmanPR is the results of its efforts, not a time slip.

In addition to the fixed fee, the Contract also provides for the payment of the additional amounts:

The Contractor shall be reimbursed at cost for all actual expenses incurred for contracted staff, media materials, postage, shipping, clipping services, special event support, research, website maintenance, promotional items, seminars or show registrations, sub-agency agreements, entertainment of media, broadcast production, other video and audio projects, travel expenses and all other all other projects or production materials that are necessary for the fulfillment of this Agreement and that have been approved in advance by the TDC Fiscal Marketing Plan or budget according to Monroe County Procurement Policies.

It is important to note that neither the above provision, nor any other provision in the Contract, places any limitations on the terms or agreements entered into with, amongst others, contracted staff, sub-agencies, and entertainment of media. This provision, which vests broad discretion in NewmanPR, is particularly important to make a mental note of because the Clerk's Audit expresses opinions suggesting NewmanPR did not comply with the Contract, when in fact the deficiencies claimed by the Clerk were not required by the Contract.

UNREGISTERED BUSINESS - GRAPHICS 71

One of the "big reveals" by the Clerk is that Graphics 71 is an "unregistered business." The Clerk, through a series of gyrations, attempts to characterize an admittedly poor methodology for billing services performed by NewmanPR and not covered by the fixed fee portion of the Contract as

some effort to “double bill” the County and/or conceal payment² for services already included within the scope of the fixed fee.

“Graphics 71” was a name used by NewmanPR to designate and invoice photography, print production and rare video production projects (“Photography Services”) not included within the scope of services for which NewmanPR was compensated by way of the fixed fee. Graphics 71 is nothing more than a fictitious name. Originally, NewmanPR maintained a separate bank account in the name of Graphics 71 and cut checks from the NewmanPR operating account to the Graphics 71 account which would, ultimately, be disbursed to and deposited into NewmanPR’s operating account. The practice of maintaining a separate account to deposit the checks into was discontinued some nine years ago by the late Stuart Newman because of the administrative costs and burden associated with maintaining a separate account. Graphics 71 is not registered as a fictitious name in Florida, which is not uncommon.

The considerable effort the Clerk claims to have undertaken to determine that Graphics 71 was not a legal “entity” was unnecessary because the name in and off itself reveals Graphics 71 is not an entity. Under Florida law, names of legal entities (Corporations, Limited Liability Companies, Limited Liability Partnerships) are required to include designations associated with the entity type unless a fictitious name is filed. So, by way of example, the name of a corporation “must contain the word “corporation,” “company,” or “incorporated” or the abbreviation “Corp.,” or “Inc.,” or “Co.,” or the designation “Corp.,” or “Inc.,” or “Co.,” as will clearly indicate that it is a corporation instead of a natural person, partnership, or other eligible entity. *See*, Fla. Stat. § 607.0401. However, an entity can drop this designation or operate under another name or as more commonly referred to, a fictitious name. An entity operating under a fictitious name should register the fictitious name. Not infrequently, businesses are unaware of this requirement and will operate using an unregistered fictitious name. The Florida Legislature, having apparently understood that a non-compliance gives rise to nothing more than inconvenience, has enacted penalties and, perhaps more importantly, reaffirmed that operation under an unregistered fictitious name is not a basis to avoid liability under contracts. The penalty provision of the fictitious name statute provides as follows:

9) PENALTIES —

- (a) If a business fails to comply with this section, neither the business nor the person or persons engaging in the business may maintain any action, suit, or proceeding in any court of this state with respect to or on behalf of such business until this section is complied with. An action, suit, or proceeding may not be maintained in any court of this state by any successor or assignee of such business on any right, claim, or demand arising out of the

² In furtherance of this effort, the Clerk points to a response from Andy Newman of NewmanPR wherein he states that “Graphics 71 was initiated as a separate entity within Stuart Newman Associates” suggesting this statement was made to mislead the Clerk. The statement actually reflects Andy Newman’s lack of familiarity with the concept of legal entities because, as the Clerk should well know, legal entities like corporations and limited liability companies, don’t have legal entities “within” them.

transaction of business by such business in this state until this section has been complied with.

(b) The failure of a business to comply with this section does not impair the validity of any contract, deed, mortgage, security interest, lien, or act of such business and does not prevent such business from defending any action, suit, or proceeding in any court of this state. However, a party aggrieved by a noncomplying business may be awarded reasonable attorney fees and court costs necessitated by the noncomplying business.

(c) Any person who fails to comply with this section commits a noncriminal violation as defined in s. 775.08, punishable as provided in s. 775.083.

Fla.Stat. § 865.09

The fine provided for in Fla.Stat. §775.083 is \$500.00.

An understanding of the Contract and the above reveal several undisputable facts:

- (1) The fact that Graphics 71 was not an "entity" was not a secret to anyone and did not require any special investigative or audit techniques to discover.
- (2) The Contract does not prohibit the Company from having or utilizing a fictitious name;
- (3) The punishment for the Clerk's claimed lack of adherence to all laws and regulations is akin to a traffic ticket (e.g. a fine).

**NO PAYMENTS MADE TO GRAPHICS 71/ IMPROPER
DUPLICATE COMPENSATION**

Aware the common mistake of failing to register a fictitious name lacks a credible basis to accuse NewmanPR of wrongdoing, the Clerk attempts to associate some improper purposes to this innocent mistake by claiming NewmanPR has engaged in double billing and failed to comply with a technical provision of the Contract, to wit: that all expenses shall "have been paid for by the agency before being submitted for reimbursement".

The claimed "double billing" was first raised in the Clerk's October 2023 "audit" of the TDC/Visit Florida Keys ("TDC Audit") wherein the Clerk, who is not a licensed attorney or qualified to express legal opinions, opined the Photography Services being billed under the name Graphics 71 were included within the scope of services for which NewmanPR was compensated via a fixed fee. The Clerk's inappropriate opinion was, however, quickly revealed as incorrect by persons actually qualified and properly licensed to practice law in the State of Florida: the County Attorney's Office. The County Attorney's Office opined the Photography Services were not included within the scope of the services covered by the fixed fee component of the Contract.

Notwithstanding, in the current Audit, the Clerk continues his unlicensed practice of law and takes issue with the conclusions of the County Attorney's Office (Audit, pg. 15). In doing so, he argues two ancient contracts, both of which were entered into over 30 years ago and have long since expired, somehow support his position. These two artifacts bear no relevance to the current,

negotiated in an arms-length transaction, Contract between the County and NewmanPR, which was drafted by the County Attorney's Office with review and input of the Clerk.

The Clerk decides to double down and attempts to refute the conclusion of the County Attorney in the Audit of NewmanPR. In doing so he argues that because NewmanPR justified reimbursement of a hotel room while attending Fantasy Fest in Key West as being public relations related, it was inappropriate for NewmanPR to bill for Photography Services which occurred while NewmanPR was in Key West for the event. Again, the Contract, which controls the relationship between the County and NewmanPR, demonstrates otherwise.

As revealed before, the Contract is a fixed fee plus reimbursable expenses Contract, not an hourly fee based Contract, and it effectively provides for the rendition of services on an as needed basis. It does not contemplate that NewmanPR will exclusively dedicate its business to Monroe County or prohibit NewmanPR from attending to other items while attending to public relations matters for the County, *particularly matters which are for the benefit of the County* (e.g. Photography Services). The Clerk's view, which is unsupported by the Contract, would put NewmanPR in violation of the Contract for sending emails or taking phone calls related to other clients since the Clerk seems to believe, without support, that the incursion of expenses for attending a major public relations event prohibits NewmanPR from attending to the needs of other clients or the client for which it is attending to the event. Stated another way, the Clerk argues that because NewmanPR submitted the hotel expense, NewmanPR was precluded from doing anything other than public relations work the entire time it was in Key West. This conclusion is non-sensical and flies in the face of the Contract. The Clerk seemingly believes the County's interest would have been better served if NewmanPR had increased the costs associated with covering the event by hiring a separate photography agency that would have incurred reimbursable expenses separate and apart from those of NewmanPR.

The Clerk also attempts to make an issue out of NewmanPR not having time sheets for the Photography Services or having a "market analysis" to justify the fees charged for Photography Services stating:

Put differently, NewmanPR could provide no objective justification for the rates or hours charged by Mr. Newman and could provide no evidence that NewmanPR made any effort to ensure the County was given the best pricing for the services provided.

Audit, pg. 19.

The Clerk's conclusions are not only factual misstatements, but they also overlook the fact that the Contract does not require NewmanPR to maintain any such records. Further, although the Clerk suggests the deal entered into by and between NewmanPR and the County was not favorable to the County, it fails to offer any information suggesting otherwise. In short, the Clerk makes an accusation and says it must be true if the accused can't disprove it.

The Clerk then again resorts to undermining the legal opinion of the County Attorney, stating:

[The Monroe County Attorney's] limited legal analysis focused solely on debating whether or not photography and videography service fall under the definition of being a

reimbursable expense and failed to address the more troubling issues involving Graphics 71”

He then identifies the “troubling issues” which reveal the County Attorney is incorrect:

- (1) Using a non-existent company as the conduit, NewmanPR claimed to have made payments eligible for reimbursement when, in fact, the agency made no payments and, therefore, there were no valid reimbursable expenses. NewmanPR requested reimbursement for the County for nonexistent payments made to a nonexistent company.

Response: the problem with this statement is there is nothing in the Contract that prohibits NewmanPR from using a fictitious name nor would the contract prohibit NewmanPR from using a wholly owned separate legal entity to provide the Photography Services. Additionally, it was common knowledge that NewmanPR billed separately for Photography Services. Furthermore, the Contract does not require a check cut for services be “cashed” by the payee before it is deemed “paid”.

- (2) Newman PR is not following Monroe County purchasing policies to ensure that the most qualified and cost-effective third-party vendor is providing services to the TDC.

Response: the Contract does not require NewmanPR to follow Monroe County purchasing policies when providing out of scope services or hiring third parties to provide those services.

- (3) Graphics 71 is not registered as a fictitious name for NewmanPR or registered to conduct business in the State of Florida.

Response: as noted above, this non-compliance is a minor, frequent oversight by small businesses and easily rectifiable. Moreover, the gravity of this non-compliance is revealed through the penalties: a small fine and a prohibition to filing lawsuits until the fictitious name is registered.

The Clerk then formulates a legal opinion regarding his findings:

“These appear potentially to be material breaches of the contract”.

There are several core problems with the Clerk’s legal opinion: (1) he is not qualified to give it; (2) the items which the Clerk complains about are not in violation of the Contract; and (3) the Clerk’s improper legal opinion is not supported by law.

First, the Contract at issue does not define the term “paid.” When language or a term used in a contract is clear and unambiguous, “the plain meaning of that language controls.” *Anthony v. Anthony*, 949 So. 2d 226, 227 (Fla. 3rd DCA 2007), citing, *Maier v. Schumacher*, 605 So.2d 481, 482 (Fla. 3d DCA 1992). The term “paid,” as customarily used in business and personal practice, particularly when “checks” are involved, does not mean the funds have cleared the bank and the payor is in possession of a cancelled check. Even the most aggressive creditors will reflect an item is “paid” when the check is received, not collected. The payor or person issuing the check will reflect an item as paid when a check has been mailed.

Additionally, to constitute a material breach, a party’s nonperformance must “go to the essence of the contract, and a party’s failure to perform some minor part of its contractual duty cannot be

classified as material.” *Covelli Family, L.P. v ABGS, LLC.*, 997 So.2d 749 (Fla. 4th DCA, 2008), *Beefy Trai, Inc. v. Beefy King International, Inc.*, 267 So.2d (Fla. 4th DCA 1972). Further, “trivial noncompliance and minor failings do not constitute material breaches.” *Eclectic Synergy, LLC v. Seredin*, 347 So. 3d 27, 29 (Fla. 4th DCA 2022) , citing *Burlington & Rockenbach, P.A. v. Law Offices of E. Clay Parker*, 160 So. 3d 955, 960 (Fla. 5th DCA 2015).

Even if “paid” meant the funds had to be collected before reimbursement, which it does not, *the essence of the Contract between Monroe County and NewmanPR is the management of public relations for the Monroe County Tourist Development Council.* Notably absent from the Clerk’s Audit is any suggestion that NewmanPR has not done a stellar job managing Monroe County’s tourism public relations. Thus, contrary to the Clerk’s ill-advised legal opinion, the alleged non-compliance, even if true, is by no means material, particularly since the ultimate result under the old methodology (deposit funds into Graphics 71 account and later remit to NewmanPR operating account) has the same final result as the current process: the funds are deposited in the operating account of NewmanPR. Further, this immaterial non-compliance could easily be corrected through re-establishment of the prior practice or the creation of a separate wholly owned legal entity (which is not prohibited by the Contract) through which Photography Services could be billed. The more viable and sensible option would be to amend the Contract to address this set of circumstances or make clear that, going forward, Photography Services will not be provided by NewmanPR, an option which NewmanPR would not take objection and at this point, would welcome.

Finally, while the appropriate analysis of the Contract bears out there was no “double billing” the idea that NewmanPR somehow concealed this billing is further buttressed by another significant fact: the critical persons involved in the management of NewmanPR and oversight of its activities throughout the years, which included the past and present marketing director and various TDC board members, were fully aware that NewmanPR charged a separate fee for Photography Services and sought reimbursement for same. In fact, questions were raised in 2010 regarding Graphics 71 and the parties concluded the practice was acceptable.

MISLEADING CERTIFICATIONS

In presenting *its case*, the Clerk next claims NewmanPR provided misleading certifications to seek reimbursement. In doing so, he again ignores the Contract language and, in a most bizarre way, argues the County is improperly paying wire fees.

On page 21 of the Audit, the Clerk states:

It is the County’s standard practice to require vendors seeking reimbursement to provide proof of payment as part of the supporting documentation before payment may be made. Specifically, the County does not reimburse an expense until the vendor has provided either a copy of a cancelled check, a bank statement, credit card statement, or bank wire confirmations.

The Clerk goes on to say this "strict documentation requirement" was loosened for NewmanPR, and the agency was allowed to submit a "certification" in lieu of proof of payment³.

Audit, pg. 21.

The Clerk then claims that "we found instances where checks were not paid in full as certified and instances with the actual amount paid to a vendor were less than the amount certified as paid."

With respect to the claim of paying an amount different than the amount "certified," the Clerk points to a reimbursement to NewmanPR from a third-party vendor for a wire fee. The Clerk states:

While this appears to be an agreed-upon arrangement between NewmanPR and KBC [the vendor in question], it is not an agreed-upon arrangement between NewmanPR and the TDC. Banking charges of this nature are not an allowable cost reimbursed by the County. This is a cost of doing business that NewmanPR is expected to assume and not pass on to the County for reimbursement. Submitting an invoice for reimbursement with an inaccurate amount is not transparent and could be construed as an intent to mislead by NewmanPR.

Audit, pg. 25

The Clerk does not cite any basis to support these opinions ... for a simple reason ... there are none.

First, as noted multiple times in this response, the Contract gives NewmanPR wide latitude in negotiating the terms of agreements that it negotiates with third parties. Most of the arrangements NewmanPR makes with providers are not specifically approved by the County, and the Contract does not require those agreements to be approved; furthermore, there is nothing in the Contract prohibiting reimbursement for banking charges. Finally, most importantly, the County is not, as the Clerk opines, paying wire charges ... those charges are being paid by the vendor. The arrangement between NewmanPR and the vendor is nothing more than the netting of two transactions: Transaction 1: NewmanPR remitting the payment to the vendor via an expedited method which, unlike a check, has an associated charge; Transaction 2: the vendor reimburses NewmanPR for the cost NewmanPR incurred in connection with that expedited method. In no uncertain terms, the vendor is using its money to pay for the wire fee. This netting of the transactions is frequently used in business transactions. As an example, closing agents in real estate transactions will, at the request of the realtor, subtract the fee associated with paying realtors their commissions via wire from the commission amount due the agent.

The Clerk then reiterates its unsupportable opinion, which is at odds with the plain meaning of the language used in the Contract, that a check must be negotiated by the vendor and paid by NewmanPR's bank before it is "paid" as the term is used in the Contract. In doing so, the Clerk

³ The Clerk implies this certification process was limited to NewmanPR when in fact it applied to a wide range of TDC vendors, including Tinsley Advertising, the TDC's longtime advertising agency of record.

points to an example where the date the check was paid by NewmanPR's bank was after the date of the certification and claims that the certification is false because the instrument had not been "paid" when the certification was submitted, even though NewmanPR had cut the check and mailed it to the vendor.

Again, the Contract does not define "paid," and in ordinary and customary usage of the term, "paid" does not mean when the payor is in possession of a cancelled check. NewmanPR wrote a check to the third-party vendor the same day that it submitted its "certification" and thus, paid the item for which reimbursement was sought. Overstepping his bounds once again, the Clerk opines there has been a breach of Contract.

INVOICING BEFORE SERVICES RENDERED

Continuing its assault on the character of NewmanPR, the Clerk points out that NewmanPR submits its invoices for payment, including invoices for work performed by stringers before the services are fully performed. NewmanPR does not dispute this has been a practice for some time, but makes the following points:

- (1) The practice resulted from the Clerk's failure to comply with the provisions of the Contract that require prompt payment as required by Local Government Prompt Payment Act which is incorporated into the Contract.
- (2) Even with the early submission of the invoices, the Clerk routinely fails to pay in accordance with the Contract and Local Government Prompt Payment Act.
- (3) Notwithstanding its early submittals, NewmanPR nor any stringer has ever been paid prior to the satisfactory completion of the required services, and the Clerk does not offer any information suggesting that has actually occurred.
- (4) There is nothing to remotely suggest that NewmanPR has become complacent in connection with the management of its stringers. To the contrary, as noted in the Clerk's Audit, NewmanPR has two weekly zoom meetings with its stringers, as well as frequent individual meetings between staff, to obtain status reports and monitor their activities.
- (5) When the Clerk's finance office instructed NewmanPR to move its monthly billings to the end of the month, NewmanPR complied.

NO DOCUMENTATION TO SUBSTANTIATE PERFORMANCE

In the next salvo, the Clerk opines there is insufficient documentation substantiating performance by stringers and/or Newman PR. As part of its "analysis", the Clerk points to the sub-contract agreements with the stringers that require them to provide "monthly reports" of their activities. The Clerk claims that even though NewmanPR has two weekly update meetings with the stringers via Zoom, the failure to provide a written monthly report (even though the sub-contracts don't require the monthly report to be in writing) is in violation of the sub-contract and/or there is an overall lack of "documentation" supporting performance. The Clerk also claims NewmanPR's assertion, through its attorney, that the Contract does not require NewmanPR to maintain time sheets or job cards related to services performed for the County is inaccurate arguing the Contract

requires NewmanPR to maintain books and records in accordance with “generally accepted accounting principles” and “standard expectation[s]” of the Clerk requires as such.

Generally Accepted Accounting Principles (“GAAP”) do not require NewmanPR to maintain any job cards or timecards in connection with performance under the Contract, which is precisely why the Clerk failed to cite any pronouncement of the Financial Accounting Standards Board, the promulgator of GAAP, to support its *argument*. In addition, the Contract, not the Clerk’s expectations, determine the responsibilities and duties of the parties. The Clerk apparently failed to ensure his expectations were codified in the Contract when he participated in its crafting and now seemingly tries to land blame for his failures on NewmanPR.

In short, the Clerk’s conclusions regarding a lack of documentation are nothing more than his personal opinions; opinions which are not proper for an audit and which, like all of his assertions, reflect his core complaint is with the terms of the Contract with NewmanPR, a contract in which he had a hand in molding.

As a final comment on the Clerk’s claim of lack of documentation to substantiate performance under the Contract, NewmanPR provides monthly reports of its activities to the TDC Board and TDC’s District Advisory Committees. These reports are in addition to the numerous oral and video presentations made by NewmanPR at TDC board meetings throughout the year. These reports and presentations set forth detailed information reflecting the agency’s activities and substantiate, far better than any timecard, performance of the Contract.

QUESTIONABLE COSTS AND DOCUMENTATION

In its final salvo, the Clerk draws into question documentation and costs submitted in support of requests for reimbursement. Without doubt, the submissions in question could have been better documented, and, for this reason, the Clerk flagged them for non-payment. A more detailed explanation of the matter involving the Key West accommodation is attached as Exhibit “A”.

With respect to the issue of the \$20.08 receipt for a gratuity raised in the audit, which was also incorrectly presented in the TDC Audit due to its seemingly premature release, that issue was explained, and the Clerk acknowledges “this explanation appears reasonable” but now states the payment of the gratuity is not reimbursable. The Clerk also points to: (1) costs incurred by a subcontractor attending a conference, claiming “Florida statutes clearly prohibits payment of a per diem if the cost of meals is covered by the registration fee”⁴; (2) payment of expenses for attending the Key West Business Guild meetings; and (3) costs paid in connection with the filming of a TV show, all of which the Clerk claims were improper requests for reimbursement and/or are not payable to NewmanPR under the Contract.

The Clerk’s analysis is flawed yet again. The contracts or agreements which NewmanPR enters into with other providers are between NewmanPR and those providers. The County is not a party to these agreements, the Contract does not require the County to approve the specific contracts, and the statutory limitations concerning per diems do not apply to these agreements. Per the Contract with the County, *NewmanPR both controls and is liable for these agreements, not the*

⁴ Without citing any statute.

County. NewmanPR effectively bankrolls these efforts with the expectation it will be reimbursed by the County.

Thus, if, in the judgment of NewmanPR, reimbursement of an item is appropriate to maintain a relationship with a media personality or other provider, it is within the discretion of NewmanPR to do so even if the initial agreement did not provide as such. Stated another way, NewmanPR is authorized to modify its original agreements, in writing, orally or through its conduct (e.g. payment) to include an item that may not have initially been part of the agreement, and it is entitled to reimbursement for such items per the Contract.

LACK OF PROCUREMENT POLICY

The Clerk incorrectly claims “[a]s indicated in their contract with Monroe County, NewmanPR is expected to procure these contracts consistent with Monroe County’s Purchasing Policy.” The Clerk does not identify where this *expectation* originates, and the Clerk’s statement is again at direct odds with the Contract. The Contract contains only two references to Monroe County’s Procurement Policies and neither reference requires NewmanPR to follow such policies when hiring or negotiating claims with other providers pursuant to the provisions of Part 3.B. of the Contract.

LACK OF TDC MANAGEMENT OVERSIGHT

The presence of these statements is inappropriate in an audit of NewmanPR and are not properly the subject of an audit.

THE IMPROPRIETY OF THE OPINIONS EXPRESSED BY THE CLERK

The Clerk claims to be issuing an internal audit report which audited the “records, assets, and activities relating to the scope of services detailed in the Contract”. Stated another way, the Clerk claims to be performing a compliance audit. A compliance audit is an audit *or testing* to determine compliance with applicable requirements, or in this case, the Contract. Before an auditor expresses an opinion on a matter, the auditor must satisfy certain universally recognized and critical professional standards which provide, amongst other things:

- (1) The auditor must be independent;
- (2) The auditor has the appropriate competence and capabilities to perform the audit.

Professional guidance for auditors reveals that independence consists of two elements:

- a. Independence of mind is the state of mind that permits a member to perform an attest service without being affected by influences that compromise professional judgment, thereby allowing an individual to act with integrity and exercise objectivity and professional skepticism.
- b. Independence in appearance is the avoidance of circumstances that would cause a reasonable and informed third party who has knowledge of all relevant information, *including the safeguards applied, to reasonably conclude that the integrity, objectivity, or professional skepticism of a firm or member of the attest engagement team is compromised.*

The Clerk's Audit Report reveals the Clerk lacks both independence of mind and independence in appearance.

Throughout the report, the Clerk ascribes sinister motivations to innocuous sets of circumstances; thereby revealing his report is biased against NewmanPR. For example, the Clerk claims that offsetting the cost of a wire fee from the payment due to the vendor, at the request of the vendor, is improper. The Clerk also accuses NewmanPR of improperly seeking reimbursement of costs when the Contract clearly provides for the reimbursement of such costs and grants NewmanPR the authority to do so.

Additionally, when reading the Clerk's report, it becomes evident the Clerk's conclusions and comments are not the result of testing or analytics, they are the result of an aggressive bias against the TDC and NewmanPR. This bias is painfully evident from the Clerk's "recommendations," which have nothing to do with the putative compliance audit of NewmanPR. These recommendations include termination of the Contract, modification of the competitive solicitation process, and elimination of Visit Florida Keys.

The Clerk's lack of independence, both in fact and appearance, is further put on full display by his response to the legal opinion of the County Attorney. Instead of accepting the opinion of the person qualified to opine on the legal obligations required by the Contract, the Clerk advocates for rejecting the County Attorney's position.

The Clerk's bias and inappropriate response to the County Attorney's opinion also runs afoul of applicable professional standards promulgated by the American Institute of Certified Public Accountants. Those standards reveal the Clerk should not be interpreting the Contract because he is not competent to do so. Instead, he should retain the services of a specialist to assist him in this regard.

CONCLUSION

Although the Clerk cloaks his report as an internal audit, it is anything but. In substance, the Clerk's report is a manifesto revealing the Clerk's disdain for the Contract with NewmanPR and the overall operation of the Monroe County Tourist Development Council/Visit Florida Keys. The Clerk's opinions about the quality of the "deal" that was negotiated between Monroe County and NewmanPR, a deal in which the Clerk was involved, is not the proper subject of an audit.

NewmanPR has been a faithful servant to Monroe County for over 43 years. The growth in the Florida Keys tourism-based economy during its 43-plus-year relationship with Monroe County and the tax revenue derived therefrom "substantiate" the performance of NewmanPR, the TDC and its other agencies of record. The catalysts for the Clerk's disdain for NewmanPR appears to be the provision of Photography Services by the agency. In this regard, NewmanPR would gladly work with the County to clarify its future role in connection with these services or eliminate the performance of those services by NewmanPR.

Sincerely,

HERSHOFF, LUPINO & YAGEL, LLP



By: _____

RUSSELL A. YAGEL

RAY/tld

Exhibit "A"

On September 11, 2023, NewmanPR's media relations manager finalized details for a two-night stay on behalf of an editor with "The Knot," a premiere weddings' market magazine, as well as a two-night stay for the media manager. The dates of stay were to be September 28 through 30, 2023, and were part of a larger media visit beginning September 26, 2023. One room, provided to the editor, was complimentary for both nights and the property, The Grand Maloney in Key West, offered a discounted rate for the second room used by the media manager to accompany the editor around Key West. The total charged September 11, the day the reservations was made, was \$669.72.

Despite the request for the rooms to be placed under the names of those traveling, both reservations were made under the name Adriana Sol, the property's public relations representative.

Ahead of the dates of stay, the NewmanPR media manager contacted the property's call center to have names updated but they were not able to do so.

Upon departing the property, the media manger received a folio for the stay that included an additional cleaning fee and taxes bringing the total bill to \$774. As there was no option to provide additional payment and the bill contained a zero balance, the manager assumed that the additional amount would be billed to the card on file.

It is worth mentioning that the hotel property does not have a front desk or staff available on-site, so an in-person conversation or formal checkout procedure is not available. All communications, check-in and check-out actions are done remotely via text and email.

Upon submitting the initial travel voucher, the media manager mistakenly sent in the folio still containing the name of the public relations representative who made the initial reservation. Once NewmanPR's invoice to TDC was returned by the finance office, the media manger was able to address the issue with a representative at the corporate level who provided an updated folio with her correct name. This folio still contained the amount of \$774 and still had the confirmation number that was provided.

In late November, when proof of payment was requested, the media manager was advised that a charge for the remaining balance of the hotel could not be found on the corporate card. Since the media manager does not have access to the monthly credit card statements, the manager did not know that the cleaning fee, plus tax, had been waived.

In early December, the media manager was able to get in contact with a representative at corporate level who informed that cleaning fees should not have been charged to the folio even though they were on the folio provided at check-out. On December 6, 2023, an updated folio was provided for the correct amount of \$669.72.

However, for reasons unknown, this version of the folio contained a different room category and confirmation number. The media manager did not realize this when sending the folio through for processing so an explanation was not obtained.

To be clear, neither the media manager, nor anyone at NewmanPR altered any of the backup materials provided throughout the process.

While we understand that the above caused much confusion for everyone, including the finance office, we appreciate that the scrutiny of the finance office resulted in the correct amount being billed.

Even if that hadn't happened, we would have likely eventually discovered that the cleaning fees were not charged and a credit would have been issued.