

81743
PY'18-19
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #2

THIS AMENDMENT #2, hereinafter referred to as the "AMENDMENT", entered into between **Circle of One Marketing, Inc.**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on **November 1, 2018**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated November 1, 2018 and expiring June 30, 2019 to provide public information and outreach services.

Article 2, Statement of Work, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A, Statement of Work** and **Exhibit A-2 PY'18-19 Modified Statement of Work**, attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

Article 3, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, Statement of Work** and **Exhibit A-2, PY'18-19 Modified Statement of Work**. **Maximum payment for PY'17-18 shall not exceed \$10,000 dollars, and maximum payment for PY'18-19 shall not exceed \$10,000.00 in accordance with Exhibit B, Payment Provisions, and Exhibit B-2 PY'18-19 Modified Payment Provisions**, attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	A-2	Modified PY'18-19 Statement of Work
Exhibit	B-2	Modified PY'18-19 Payment Provisions

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

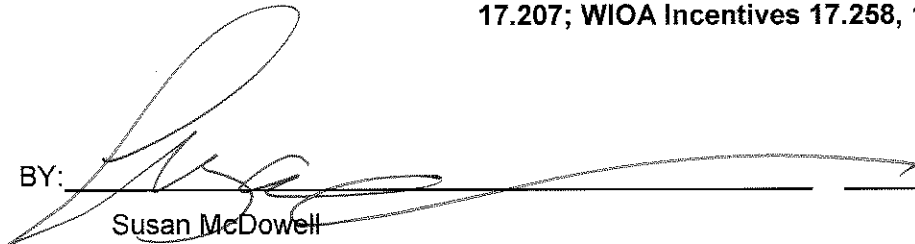


SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: **Circle of One Marketing, Inc.**
PROGRAM ENTITLED: **Public Information and Outreach Services**
INDEX CODE: **81743**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278;
TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET
93.584, 93.566; VET DVOP 17.801; VET LVER 17.801;
TAA 17.245; Wagner Peyser 17.207; Wagner Peyser
Incentives 17.207; Military Family Employment Program
17.207; WIOA Incentives 17.258, 17.259, 17.278**

BY:

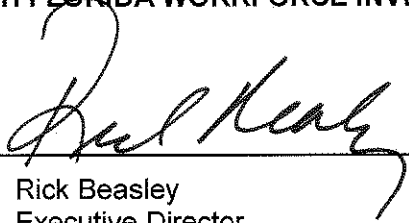

Susan McDowell
President
Circle of One Marketing, Inc.

Date

6/28/19

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:


Rick Beasley
Executive Director
South Florida Workforce Investment Board

Date

6/28/19

**MODIFIED STATEMENT OF WORK
CIRCLE OF ONE MARKETING INC.
PUBLIC INFORMATION AND OUTREACH SERVICES**

I. Introduction:

The Contractor does hereby agree to provide public information and outreach services to the South Florida Workforce Investment Board ("SFWIB") dba CareerSource South Florida as described herein in compliance with the conditions herein stated. The Contractor shall develop, coordinate and execute an Outreach Program design to support the SFWIB's short and long-term demands and priorities; responding to the needs of employers, jobseekers and workers with strategic and proactive outreach in Workforce Area 23 (Miami-Dade and Monroe counties).

II. Services to be rendered:

A. Services provided under this Agreement: (1) will be performed in a good workmanlike and professional manner; (2) shall conform to generally prevailing industry standards and practices; and (3) shall conform to the SFWIB's expressed requirements set forth herein, including but not limited to the following:

B. The Contractor shall provide the following services:

1. Public Relations - Messaging and Background Materials Development:

- Develop the messaging for branding and positioning to ensure consistency and effectiveness in all press releases, pitches and media outreach.
- Consistently use verbiage in all announcements, releases, and media interaction to reinforce the CareerSource South Florida ("CSSF") brand in the public eye.
- Formulate all of the necessary prep materials (bios, photos, product profiles, press kit, press releases and news) to be provided on behalf of CSSF to the media.

2. Develop - Press Releases/Media Advisories:

- Distribute timely and newsworthy press releases about CSSF and its programs/events to magazines, newspapers, radio, online and television media (among other outlets) to secure editorial coverage and interview opportunities.
- Write and issue press releases regarding based upon an approved public relations, social media and branding plan.

3. Deploy - Media Outreach:

- Distribute aforementioned materials regarding CSSF and its programs/events and conduct media outreach to key local and regional.
- Secure feature profile stories for leadership in local lifestyle media outlets (print, radio, online and TV).
- Secure feature profile stories in leading local (and national where appropriate) magazines and newspapers (Miami Herald, South Florida Business Journal and Miami Times).
- Pitch local and national (in conjunction with national job numbers) TV.
- Track upcoming targeted feature article opportunities that may be fitting for CSSF.

- Monitor the special reports calendars of key press titles at media outlets and ensure the CSSF Executive Director is included in any appropriate features.
4. Advertising - Manage media buys for CSSF. Includes research, planning, negotiation, placement, trafficking, negotiation of added/earned media and monitoring in the following (when necessary):
- TV
 - Cable
 - Radio
 - Outdoor
 - Newspaper
 - Magazine
 - Bus Benches
 - Digital
 - National Advertising
5. Strategic Partnerships and Event Sponsorships:
- Ensure that CSSF is at the table for the most important conversations concerning workforce utilization.
 - Arrange in person meetings, identify speaking opportunities for the CSSF Executive Director and/or CSSF spokespersons.
 - Identify and negotiate useful events sponsorships that bulls eye the multiple target demographics.
6. Video Production Services:
- Shoot and edit
 - Cameras and cameramen
 - Voice over talent
 - Script writing

III. Request for Services:

All service request will be made by the SFWIB on an as-needed basis.

IV. Reporting Requirements:

The Contractor shall provide oral and written presentations to the SFWIB as determined by the SFWIB.

PY'18-19
MODIFIED PAYMENT PROVISIONS
CIRCLE OF ONE MARKETING INC.
PUBLIC INFORMATION AND OUTREACH SERVICES

The SFWIB shall pay the Contractor upon completion of public information and outreach services as set forth in **Exhibit A – 1 PY'18-19 Statement of Work**.

I. COMPENSATION

The SFWIB shall pay the Contractor based upon a fixed hourly rate of **\$205.00** per hour . Payments are not to exceed **\$10,000.00**.

Service Type	Cost
Public Information and Outreach Services	\$205.00per hour
Video Production Services (Pre-Apprenticeship Graduates Recognition Ceremony)	\$3,500

These payments represent an all-inclusive fee. No other payments by the SFWIB to the Contractor for any materials of any kind whatsoever, including, but not limited to, charges or expenses for travel, copying, courier, postage, or personal expenses, shall be made and the Contractor shall be solely responsible for any such goods or expenses, incurred by the Contractor.

II. INVOICES

- A. The Contractor shall submit monthly timely invoices to the SFWIB for services provided under this Agreement.
- B. The Contractor shall complete an **original** invoice itemizing services rendered, for each payment requested.
- C. The Contractor shall mail to the SFWIB the completed **original signed invoice** to the address set forth in **Article 19 (Notices) of the Agreement** and labeled: Attention: Finance Department.
- D. The SFWIB must receive the original signed invoice(s) not later than thirty (30) calendar days following the day that services were provided.
- E. Upon receipt of the invoice(s), after confirming the conditions set forth in **Exhibit A-1 PY'18-19 Statement of Work** are met, the SFWIB shall make payment(s) to **Circle of One Marketing Inc.**
- F. The parties agree that the processing of an original signed invoice submitted by the Contractor shall be completed within thirty (30) calendar days or less after receipt of the invoice by the SFWIB.
- G. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- H. The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with the performance of service by the Contractor under this Agreement.

**81743
PY'18-19
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **Circle of One Marketing, Inc.**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on **November 1, 2018**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated November 1, 2018 and expiring June 30, 2018 to provide public information and outreach services.

Article 1, Effective Term, is deleted in its entirety and replaced with the following language:

The term of this Agreement shall commence upon **November 1, 2018** and terminate at the close of business on **June 30, 2019**, irrespective of its date of execution.

The SFWIB may, in the SFWIB's sole discretion, renew this Agreement for up to one (1) additional one (1) year performance period contingent upon satisfactory performance and availability of funding to the SFWIB upon such terms and conditions as both Parties agree to in writing.

Article 2, Statement of Work, is amended to include **Exhibit A-1, PY'18-19 Statement of Work**.

Article 3, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, Statement of Work** and **Exhibit A-1, PY'18-19 Statement of Work**. **Maximum payment for PY'17-18 shall not exceed \$10,000 dollars, and maximum payment for PY'18-19 shall not exceed \$10,000.00 in accordance with Exhibit B, Payment Provisions, and Exhibit B-1 PY'18-19 Payment Provisions**, attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	A-1	PY'18-19 Statement of Work
Exhibit	B-1	PY'18-19 Payment Provisions
Exhibit	C	Annual Certification

Article 16, Termination, is amended to include:

16.3 Termination Due to the Lack of Funds. In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

16.4 Termination for Cause. The SFWIB may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

16.5 Termination for Convenience. The SFWIB, by written notice to the Contractor, may terminate the Contract in whole or in part when the SFWIB determines in its sole discretion that it is in the SFWIB's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

Article 17, Breach of Agreement, is amended to include **Exhibit A-1, PY'18-19 Statement of Work.**

Article 30, Modifications, is renamed to **Article 30, Amendments** and deleted in its entirety and replaced with the following language:

Any alterations, variations, amendments, extensions or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

Article 64, Annual Certification, is hereby added as follows:

On an annual basis, the Contractor shall sign the certification that all certifications and assurances on file with the original AGREEMENT are current and that the terms and conditions have not changed. The Contractor shall complete **Exhibit C, Annual Certification,** attached hereto and incorporated herein by reference.

Article 65, Copeland Anti-Kickback Act, is hereby added as follows:

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances-Non-Construction Programs, Attachment 5.**

Article 66, Davis-Bacon Act, As Amended (40 U.S.C. 3141-3148), is hereby added as follows:

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination

issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances-Non-Construction Programs, Attachment 5**.

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

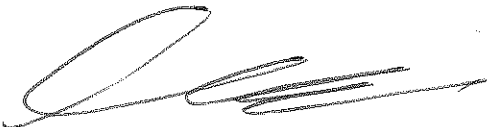
All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

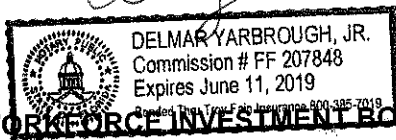
SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

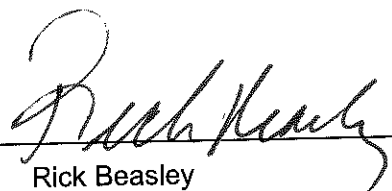
IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURE FOR: **Circle of One Marketing, Inc.**
PROGRAM ENTITLED: **Public Information and Outreach Services**
INDEX CODE: **81743**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278**

BY:  6/11/18
Date
Susan McDowell
President
Circle of One Marketing, Inc.



SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  6/27/18
Date
Rick Beasley
Executive Director
South Florida Workforce Investment Board

PY'18-19
STATEMENT OF WORK
CIRCLE OF ONE MARKETING INC.
PUBLIC INFORMATION AND OUTREACH SERVICES

I. Introduction:

The Contractor does hereby agree to provide public information and outreach services to the South Florida Workforce Investment Board ("SFWIB") dba CareerSource South Florida (CSSF) as described herein in compliance with the conditions herein stated. The Contractor shall develop, coordinate and execute an Outreach Program design to support the SFWIB's short and long-term demands and priorities; responding to the needs of employers, jobseekers and workers with strategic and proactive outreach in Workforce Area 23 (Miami-Dade and Monroe counties).

II. Services to be rendered:

A. Services provided under this Agreement: (1) will be performed in a good workmanlike and professional manner; (2) shall conform to generally prevailing industry standards and practices; and (3) shall conform to the SFWIB's expressed requirements set forth herein, including but not limited to the following:

B. The Contractor shall provide the following services:

1. Public Relations - Messaging and Background Materials Development:

- Develop the messaging for branding and positioning to ensure consistency and effectiveness in all press releases, pitches and media outreach.
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2. Press Releases/Media Advisories:

- Develop press releases/media advisories
- Distribute timely and newsworthy press releases about CSSF and its programs/events to magazines, newspapers, radio, online and television media (among other outlets) to secure editorial coverage and interview opportunities.
- Write and issue press releases regarding based upon an approved public relations, social media and branding plan.

3. Media Outreach:

- Deploy media outreach
- Distribute aforementioned materials regarding CSSF and its programs/events and conduct media outreach to key local and regional.
- Secure feature profile stories for leadership in local lifestyle media outlets (print, radio, online and TV).

- Secure feature profile stories in leading local (and national where appropriate) magazines and newspapers (Miami Herald, South Florida Business Journal and Miami Times).
- Pitch local and national (in conjunction with national job numbers) TV.
- Track upcoming targeted feature article opportunities that may be fitting for CSSF.
- Monitor the special reports calendars of key press titles at media outlets and ensure the SFWIB Executive Director is included in any appropriate features.

4. Advertising:

- Manage media buys for CSSF. Includes research, planning, negotiation, placement, trafficking, negotiation of added/earned media and monitoring in the following (when necessary):
 - TV
 - Cable
 - Radio
 - Outdoor
 - Newspaper
 - Magazine
 - Bus Benches
 - Digital
 - National Advertising

5. Strategic Partnerships and Event Sponsorships:

- Ensure that CSSF is at the table for the most important conversations concerning workforce utilization.
- Arrange in person meetings, identify speaking opportunities for the SFWIB Executive Director and/or designated spokespersons.
- Identify and negotiate useful events sponsorships that bulls eye the multiple target demographics.

III. Request for Services:

All service requests will be made by the SFWIB on an as-needed basis.

IV. Reporting Requirements:

The Contractor shall provide oral and written presentations to the SFWIB as determined by the SFWIB.

**PY'18-19
PAYMENT PROVISIONS
CIRCLE OF ONE MARKETING INC.
PUBLIC INFORMATION AND OUTREACH SERVICES**

The SFWIB shall pay the Contractor upon completion of public information and outreach services as set forth in Exhibit A – 1 PY'18-19 Statement of Work.

I. COMPENSATION

The SFWIB shall pay the Contractor based upon a fixed hourly rate of **\$205.00** per hour . Payments are not to exceed **\$10,000.00**.

Service Type	Cost
Public Information and Outreach Services	\$205.00per hour

These payments represent an all-inclusive fee. No other payments by the SFWIB to the Contractor for any materials of any kind whatsoever, including, but not limited to, charges or expenses for travel, copying, courier, postage, or personal expenses, shall be made and the Contractor shall be solely responsible for any such goods or expenses, incurred by the Contractor.

II. INVOICES

- A. The Contractor shall submit monthly timely invoices to the SFWIB for services provided under this Agreement.
- B. The Contractor shall complete an **original** invoice itemizing services rendered, for each payment requested.
- C. The Contractor shall mail to the SFWIB the completed **original signed invoice** to the address set forth in **Article 19 (Notices) of the Agreement** and labeled: Attention: Finance Department.
- D. The SFWIB must receive the original signed invoice(s) not later than thirty (30) calendar days following the day that services were provided.
- E. Upon receipt of the invoice(s), after confirming the conditions set forth in **Exhibit A-1 PY'18-19 Statement of Work** are met, the SFWIB shall make payment(s) to **Circle of One Marketing Inc.**
- F. The parties agree that the processing of an original signed invoice submitted by the Contractor shall be completed within thirty (30) calendar days or less after receipt of the invoice by the SFWIB.
- G. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- H. The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with the performance of service by the Contractor under this Agreement.

ANNUAL CERTIFICATION

Susan McDowell, CEO, on behalf of Circle of One Marketing, Inc., certifies and assures that all certifications and assurances on file with the Agreement are current. This certification is incorporated and made a part of the Agreement Index Code #81743.

By: [Signature]

6/11/18 2018

Signature of Affiant

Date

Printed Name of Affiant and Title

Circle of One Marketing, Inc.

Printed Name of Firm

937 NW 3rd Avenue, Miami, FL 33136

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 11 day of June, 2018

He/She is personally known to me or has presented _____ as identification.

Type of identification

[Signature]

FF 207848

Signature of Notary

Serial Number



6/11/2019

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____