

**81718  
PY'18-19  
PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT #2**

THIS AMENDMENT #2, hereinafter referred to as the "AMENDMENT", entered into between **SociallyBuzz, 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 **July 1, 2017**. The Professional Services Agreement, Amendment #1 and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2017 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 **July 1, 2017** 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-2, 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 \$25,428.00 dollars, and maximum payment for PY'18-19 shall not exceed \$44,148.00 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-2	PY'18-19 Statement of Work
Exhibit	B-2	PY'18-19 Payment Provisions
Exhibit	C	Annual Certification

**Article 16, Termination**, is amended as follows:

- 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to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Contractor.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-2, 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.

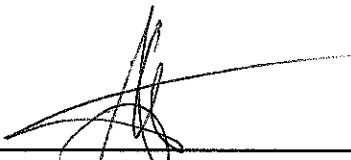
All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

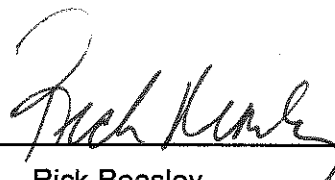
**SIGNATORY FORM**

IN WITNESS WHEREOF 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: **SociallyBuzz, Inc.**  
PROGRAM ENTITLED: **Public Information and Outreach Services**  
INDEX CODE: **81718**  
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:  \_\_\_\_\_ Date 5/18/18  
Andre Kay  
CEO  
SociallyBuzz, Inc.

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

BY:  \_\_\_\_\_ Date 5/29/18  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

**PY'18-19 STATEMENT OF WORK  
SOCIALLYBUZZ, INC.  
SOCIAL MEDIA MARKETING, MANAGEMENT, ADVERTISEMENT AND CAMPAIGN SERVICES**

**I. Introduction:**

The Contractor does hereby agree to provide social media marketing, management, advertisement and campaign services to the South Florida Workforce Investment Board ("SFWIB") dba CareerSource South Florida (CSSF) as described herein compliance with the conditions herein stated. Through the various social networking websites, the Contractor shall create, design and produce content that draws the attention of loyal followers and new customers to the CSSF's array of services.

**II. Services to be rendered:**

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:

- Identify a Project Manager to work with the SFWIB Public Information Officer to create a solid branding message that reflects the CSSF brand.
- Provide expertise to the SFWIB in the implementation of its social media management strategy as set forth in **Section IV** below.
- Provide social media collateral creation and content development of engaging and professional visuals that reflect the CSSF brand on each of the social media channels.
- Create campaigns that keep the SFWIB top-of-mind with current target audience and spread word-of-mouth to potential new employers and job seekers.
- Keep the SFWIB abreast of new changing technology and trends.
- Research, monitor and recommend to the SFWIB other beneficial social media avenues to expand presence.
- Plan and implement monthly social media calendar.
- Collect data (that includes fans and followers, names, e-mails, mobile numbers, addresses, etc.) and provide data and reports to the SFWIB on the results of the marketing campaigns.
- Develop new partnerships to increase traffic.

**III. Social Media Management:**

The Contractor shall create and launch campaigns that will highlight CSSF's targeted and influential audience. The Contractor shall accomplish this through strategic and successful promotions that will boost engagement and encourage CSSF's target audience to interact with the CSSF brand.

**IV. Social Media Management Strategy:**

**a. Facebook**

- Manage and moderate the CSSF Facebook brand page.

- Design and develop page visual banners and applications.
- Develop fan base among target audience with continued focus on the message and brand consistency.
- Engage content to increase visits and viral online word-of-mouth.
- Engage job seekers and employers actively by regularly participating in conversations.
- Create compelling content to increase engagement.
- Regularly brainstorm and recommend and initiatives to offer through Facebook to keep target audience engaged and to drive brand awareness.

**V. Facebook Ad & Management:**

- Create multi-level Facebook campaigns targeting employers and job seekers that includes the following:
  1. **Like Page Ad** to increase likes on the CSSF fan page to the target audience.
  2. **Sponsored Post** to increase visibility with existing and new fans at no additional charge to the SFWIB.
- Provide effective campaign execution.
- Provide effective campaign management.
- Provide ad development and design (**Like Page Ad and Sponsored Post**).

**VI. Social Media Branding:**

The Contractor shall create a solid branding message that reflects the CSSF brand. The Contractor shall accomplish this through messaging and repetitive communication by constantly incorporating interactive touch points that reinforce the message.

**VII. Marketing/Advertisement:**

The Contractor shall increase exposure and traffic, generate new interest, and direct employers/job seekers to CSSF. The Contractor shall accomplish this by developing and executing social media and digital ad campaigns through regular posting of vibrant content ads on the top major social media outlets such as Facebook, LinkedIn, Instagram, Twitter and Google.

**VIII. Training Services:**

Provide social media training for SFWIB's Managers on an as needed basis, as requested by the SFWIB.

**IX. Reporting Requirements:**

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

**PY'18-19 PAYMENT PROVISIONS  
SOCIALLYBUZZ, INC.**

**SOCIAL MEDIA MARKETING, MANAGEMENT, ADVERTISEMENT AND CAMPAIGN SERVICES**

The SFWIB shall pay the Contractor upon completion of social media marketing, management, advertisement and campaign services as set forth in **Exhibit A-2, PY'18-19 Statement of Work.**

**I. COMPENSATION**

The SFWIB shall pay the Contractor based upon a fixed monthly rate of **\$3,679.00** for the twelve (12) month period. Payments are not to exceed **\$44,148.00.**

<b>Month</b>	<b>Service</b>	<b>Monthly Fee:</b>
<b>July 2018</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

<b>Month</b>	<b>Service</b>	<b>Monthly Fee:</b>
<b>August 2018</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

<b>Month</b>	<b>Service</b>	<b>Monthly Fee:</b>
<b>September 2018</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

<b>Month</b>	<b>Service</b>	<b>Monthly Fee:</b>
<b>October 2018</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

<b>Month</b>	<b>Service</b>	<b>Monthly Fee:</b>
<b>November 2018</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

<b>Month</b>	<b>Service</b>	<b>Monthly Fee:</b>
<b>December 2018</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00

	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

Month	Service	Monthly Fee:
<b>January 2019</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

Month	Service	Monthly Fee:
<b>February 2019</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

Month	Service	Monthly Fee:
<b>March 2019</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

Month	Service	Monthly Fee:
<b>April 2019</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

Month	Service	Monthly Fee:
<b>May 2018</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

Month	Service	Monthly Fee:
<b>June 2019</b>	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		<b>Total: \$3,679.00</b>

<b>Total Cost</b>		<b>\$44,148.00</b>
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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. The invoice shall include a brief narrative of work performed in each of the service categories.
- B.** The Contractor shall complete an **original** invoice itemizing services rendered, per category, for each payment requested. The Contractor shall attach a screenshot of the work performed by Contractor on each of the social media channels.
- C.** The invoice shall be signed by the Chief Executive Officer/Financial Officer of the Contractor.
- D.** 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.
- E.** The SFWIB must receive the original signed invoice(s) no later than thirty (30) calendar days following the day that services were provided.
- F.** Upon receipt of the invoice(s), after confirming the conditions set forth in **Exhibit A-2, PY'18-19 Statement of Work** are met, the SFWIB shall make payment(s) to **SociallyBuzz, Inc.**
- G.** If the quality of work is unsatisfactory for a particular service or period of time by Contractor, a holdback of payment for said service or period shall occur until performance is deemed satisfactory by the SFWIB.
- H.** 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.
- I.** If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- J.** 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.

## **III. ADDITIONAL SERVICES**

Any additional services must have the prior written approval of the SFWIB and shall require an amendment to this Agreement as specified in **Article 30 (Amendments)** of the Agreement.

ANNUAL CERTIFICATION

Andre Kay, CEO, on behalf of SociallyBuzz, 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 #81718.

By: [Signature] 5/18 2018  
Signature of Affiant Date

Andre Anthony Kay, President  
Printed Name of Affiant and Title

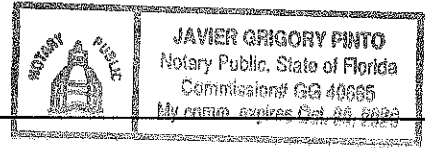
SociallyBuzz, Inc.  
Printed Name of Firm

4581 Weston Road, #163, Weston, FL 33331  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 1<sup>st</sup> day of May, 2018  
He/She is personally known to me or has presented FL Drive license as identification.

Type of identification  
6640665

[Signature]  
Signature of Notary



Print or Stamp Name of Notary

Serial Number  
0040665

Expiration Date  
Oct 26, 2020

Notary Public – State of FL