81743 PY'19-20 PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #3

THIS AMENDMENT #3, 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, 2017. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated November 1, 2017 and expiring June 30, 2019 to provide public information and outreach services.

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

This Agreement shall commence upon **November 1, 2017,** irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

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**, **Exhibit A-3 PY'19-20 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, maximum payment for PY'18-19 shall not exceed \$10,000.00 and maximum payment for PY'19-20 shall not exceed \$10,000.00 in accordance with Exhibit B, Payment Provisions, Exhibit B-2 PY'18-19 Modified Payment Provisions and Exhibit B-3 PY'19-20 Payment Provisions, attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	Number/Letter	<u>Description</u>
Exhibit	A-3	PY'19-20 Statement of Work
Exhibit	B-3	PY'19-20 Payment Provisions

Article 46, Scrutinized Companies List, is deleted in its entirety and replaced with the following language:

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the SFWIB may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba and Syria during the term of the contract. The Contractor shall provide a completed **Assurances and Certifications**,

Attachment 3, certifying the Contractor's compliance with this section, <u>prior to the execution of this Agreement.</u>

Article 64, Scrutinized Companies that Boycott Israel, is added:

Regardless of the amount of this Contract, the SFWIB may terminate this Contract at any time if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes. The Contractor shall provide a completed **Assurances and Certifications**, **Attachment 3**.

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

Date

17.207; WIOA Incentives 17.258, 17.259, 17.278

Susan McDowell

President

Circle of One Marketing, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Rick Beasley

Executive Director

South Florida Workforce Investment Board

Date

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, negation, 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.

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'19-20 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 - 3 PY'19-20 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 <u>each payment</u> 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-3 PY'19-20 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.

ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Contractor has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)
- B. Certification Regarding Lobbying (29 CFR Part 93)
- C. Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)
- D. Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)
- E. Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)
- F. Sarbanes-Oxley Act of 2002
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- H. Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)
- I. Discriminatory Vendors (section 287.134, Florida Statutes)

By signing the agreement, the Contractor is providing the above assurances and certifications as detailed below:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor's knowledge and belief, to the following:

- The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
- 2. The Contractor has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
- 4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall comply with the language of the certification with regards to the Contractor's subcontractors. The Contractor shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit an explanation to the SFWIB attached to this form.

660

B. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

This certification is a material representation of fact upon which reliance was placed when the Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor assures and guarantees that the Contractor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including Limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
- 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
- 5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
- Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
- 7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b)

state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;

- 8. Executive Order (EO) No. 11246, "Equal Employment Opportunity" as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
- 9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
- 10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES

The Contractor hereby certifies that neither the Contractor, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

F. SARBANES-OXLEY ACT OF 2002

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, sections 1102 and 1107, set forth by the Act, the United States Code Title 18, sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

$Provisions\ of\ the\ Act-Title\ X1-Corporate\ Fraud\ Accountability$

Section 1102 — Tampering with a record or otherwise impending an official proceeding — "Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object's integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both".

Section 1107 – Retaliation against Informants – "Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both".

G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)

As a condition of a contract, the Contractor assures that the Contractor shall comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135. FLORIDA STATUTES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both of which are created pursuant to section 215.473, Florida Statutes, or the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled "Contractor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies

Attachment 3

with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorneys' fees, and/or costs.

I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

BY SIGNING BELOW, THE CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.

Contractor Name

Sold McDowell - President & CE

*Name and Title of Authorized Representative

Signature of Authorized Representative

Date

^{*}The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.

81743 PY'19-20 PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #4

This Amendment #4, hereinafter referred to as the "Amendment" or "Contract", amends the Professional Services Agreement, to provide public information and outreach services, 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", commenced on **November 1, 2017** and expiring June 30, 2020.

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-4 Modified PY'19-20 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-4 Modified PY'19-20 Statement of Work. Maximum payment for PY'19-20 shall not exceed \$13,325.00 in accordance with Exhibit B-4 Modified PY'19-20 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-4	Modified PY'19-20 Statement of Work
Exhibit	B-4	Modified PY'19-20 Payment Provisions

Article 46, Scrutinized Companies List, is deleted in its entirety and replaced with the following language:

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the SFWIB may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. The Contractor shall provide a completed **Assurances and Certifications**, **Attachment 3**, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

Any provisions in the original Agreement, Amendment #1, Amendment #2, Amendment #3 or attachments thereto shall be superseded by and hereby changed to conform with this Amendment and attachments thereto.

All other terms and conditions not in conflict with this Amendment and its attachments shall remain unchanged as agreed to in the original Agreement and be incorporated herein by reference.

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

Susan McDowell

President

Circle of One Marketing, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Rick Beasley

Executive Director

South Florida Workforce Investment Board

Date

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, negation, 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'19-20 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 – 4 PY'19-20 Modified 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
CSSF TechHire Boot Camp Video	\$6,500
CSSF Scholarship Check Presentation Video	\$2,275

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 invoice, per location, itemizing services rendered, per center, for each payment requested using only one of the following options:
 - 1. The Contractor shall submit all invoices to the SFWIB (Finance Department) via electronic mail to cssf_ap@careersourcesfl.com.

-or-

- 2. The Contractor shall mail to the SFWIB the completed invoice to the address set forth in **Article 19 (Notices)** of the Agreement and labeled: Attention: Finance Department.
- C. The SFWIB must receive the original signed invoice(s) not later than thirty (30) calendar days following the day that services were provided.
- D. Upon receipt of the invoice(s), after confirming the conditions set forth in Exhibit A-4 PY'19-20 Modified Statement of Work are met, the SFWIB shall make payment(s) to Circle of One Marketing Inc.
- E. 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.

- F. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- **G.** 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.