

81718
PY'19-20
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **Socially Buzz, 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 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, 2019 to provide public information and outreach services.

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

This Agreement shall commence upon **July 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 in **Exhibit A, PY'17-18 Statement of Work, Exhibit A-2, PY'18-19 Statement of Work** and in **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, PY'17-18 Statement of Work, Exhibit A, PY'18-19 Statement of Work** and **Exhibit A-2, PY'19-20 Statement of Work**. **Maximum payment for PY'17-18 shall not exceed \$25,428.00, maximum payment for PY'18-19 shall not exceed \$44,148.00 and maximum payment for PY'19-20 shall not exceed \$44,148.00 in accordance with Exhibit B, PY'18-19 Payment Provisions, Exhibit B-2, PY'18-19 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>	<u>Number/Letter</u>	<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, prior to the execution of this Agreement.

Article 67, 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.

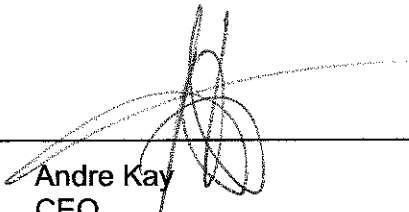
All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE


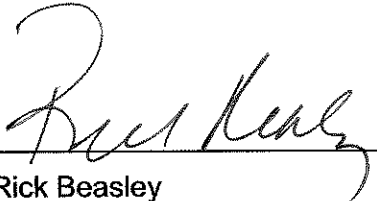
SIGNATORY FORM

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

AUTHORIZED SIGNATURE FOR: **Socially Buzz, Inc.**
PROGRAM ENTITLED: **Public Information and Outreach Program 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:  _____ 6/28/19
Andre Kay
CEO
Socially Buzz, Inc. Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

 BY:  _____ 6/28/19
Rick Beasley
Executive Director
South Florida Workforce Investment Board Date

PY'19-20 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'19-20 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-3, PY'19-20 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.**

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

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

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

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

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

Month	Service	Monthly Fee:
December 2019	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00

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

Month	Service	Monthly Fee:
January 2020	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		Total: \$3,679.00

Month	Service	Monthly Fee:
February 2020	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		Total: \$3,679.00

Month	Service	Monthly Fee:
March 2020	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		Total: \$3,679.00

Month	Service	Monthly Fee:
April 2020	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		Total: \$3,679.00

Month	Service	Monthly Fee:
May 2020	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		Total: \$3,679.00

Month	Service	Monthly Fee:
June 2020	Social Media Management	\$799.00
	Facebook Ad & Management	\$450.00
	Brand Management	\$350.00
	Marketing/Advertisement	\$2080.00
		Total: \$3,679.00

Total Cost		\$44,148.00
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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-3, PY'19-20 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.