

June 5, 2020

VIA EMAIL
[\[jbrackney@careersourcepinellas.com\]](mailto:jbrackney@careersourcepinellas.com)

Jennifer Brackney
Chief Executive Officer
WorkNet Pinellas, Inc.
13805 58th St N., Suite 2-140
Clearwater, FL 33760

Dear Jennifer,

Tucker/Hall, Inc., a Florida Corporation, is very pleased to enter into an agreement to serve as public relations counsel for WorkNet Pinellas, Inc. dba CareerSource Pinellas (“Client” or “you”). This Letter of Agreement, when signed by you or an authorized representative will cover all work done on your account. The effective date of this agreement is the last date of signature, below.

AGREEMENT DOCUMENTS: The following documents are incorporated herein by reference and made part of this Agreement (collectively the “Contract Documents”): (i) Client’s Request for Qualifications “RFQ” 20-0422 Strategic Public Relations, Outreach, and Communication Services, and (ii) Tucker/Hall’s response to the RFQ dated May 4, 2020. In the event of a conflict between the Contract Documents or an ambiguity or missing specification or instruction, the following priority is established: (i) specific written direction from Client, (ii) this agreement, (iii) the Client’s RFQ.

SERVICES; HOURLY SERVICE FEE: Beginning on the effective date, Tucker/Hall shall perform services for Client for strategic public relations, comprehensive advertising outreach, and communication and public information services as outlined in **Attachment A** to increase public awareness of workforce system services and resources, enhance public and stakeholder education, and increase collaboration among strategic partners. Client agrees to pay our standard hourly rates for the services, according to the rate card set forth in **Attachment B**. Per budget outlined in the RFQ, Phase One, the first three (3) months of the contract, will be billed at and shall not exceed \$5,000 per month. Phase Two billing shall not exceed \$3,000 per month without prior written approval from Client.

DEPOSIT: Client agrees to pay to Tucker/Hall a \$3,000 deposit by check or wire transfer of immediately available funds into an account designated by Tucker/Hall in **Attachment C** (the "Deposit"). The Deposit shall be held by Tucker/Hall until the agreement is terminated and all outstanding balances have been paid, following which time it will be returned to Client minus set off amounts.

ACCOUNT SERVICE EXPENSES: In addition, miscellaneous internal charges such as photocopies, messenger and delivery services, postage, telephone, and facsimile expenses will be billed to you at cost, without mark-up. A monthly charge not to exceed \$50 without prior notification will be assessed to cover the following research costs: basic subscriptions, general reference materials, list services and online media monitoring services used to assist us in servicing your account. Travel must be pre-approved by Client, and time spent by account executives traveling solely on behalf of Client will be billed at the standard hourly rates.

INVOICING: We will bill you monthly for account service fees and expenses. Each month we will submit a detailed invoice in a form acceptable to you for all services provided for the previous month. Invoices shall identify a summary of accomplishments and activities performed the previous month under Phase One or Phase Two. Invoices shall also outline and itemize specific miscellaneous internal charges being charged to Client. You agree to pay us within thirty (30) days of the date of our invoices, provided the invoice has first been approved by Client's CEO. We reserve the right to stop all work if payment for services is not received within 30 days of invoice date and without prior notice, to set off any amount owing to Tucker/Hall against the Deposit. Invoices not paid within thirty (30) days are subject to interest charges at the rate of prime plus one percent per annum based on the prime rate set by our primary bank, the Bank of Tampa. Client shall also reimburse Tucker/Hall for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

AVAILABILITY OF FUNDS: All payments to be made by Client under this agreement are subject to the availability of appropriated funds by the State of Florida. Client shall immediately notify Tucker/Hall should funds become unavailable.

PUBLIC RECORDS: To the extent Tucker/Hall is acting on behalf of Client as provided under Subsection 119.011(2) of the Florida Statutes, Tucker/Hall shall in accordance with Section 119.0701 of the Florida Statutes: (i) keep and maintain public records required by Client to perform the services under this agreement; (ii) upon request from Client's custodian of public records, provide Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost

that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if Tucker/Hall does not transfer the records to Client; (iv) upon the expiration of this agreement, transfer at no cost to Client, all public records in possession of Tucker/Hall or keep and maintain public records required by Client to perform the service. If Tucker/Hall transfers all public records to Client upon completion of the agreement, Tucker/Hall shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Tucker/Hall keeps and maintains public records upon completion of the agreement, Tucker/Hall shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client. **If Tucker/Hall has questions regarding the application of Chapter 119, Florida Statutes, to Tucker/Hall's duty to provide Public Records relating to this agreement, contact Client's Custodian of Public Records at CareerSource Pinellas, René Davisson, Director Workforce Services, rdavisson@careersourcepinellas.com or (727) 608-2445.**

CONFIDENTIALITY: All materials provided to Tucker/Hall by Client will be held in the strictest confidence. We will take reasonable care of all materials you entrust to us. We will not be responsible for the loss or destruction of such materials unless we are negligent.

We will also take all reasonable precautions to prevent disclosure to any third party (unless required to by law, court order, or relevant regulation) of any document you provide and designate as containing confidential, proprietary or privileged information, each of which shall be numbered and indexed and returned to you upon completion of our work for you.

NON-SOLICITATION: During the terms of this agreement, and any extensions hereof, and for a period of two years following termination of this agreement, Client will not directly or indirectly solicit for employment, hire or otherwise engage the services of any employee (past or present) of Tucker/Hall without the prior written approval of Tucker/Hall.

NOTICE OF NON-COMPETITION AGREEMENT: Client hereby acknowledges that client has been advised of the existence of non-compete agreements between Tucker/Hall and certain of its employees which restricts such employees from engaging in certain activities, among which are providing services of Tucker/Hall clients, other than as an employee of Tucker/Hall, for a defined period of time. Client agrees that it will not interfere with the relationship between Tucker/Hall and its employees, including, but not limited to, the applicable non-compete agreement. Client also acknowledges that it has a duty to inquire of Tucker/Hall as to the existence of any non-compete agreement between Tucker/Hall and any of its present or former employees in the event that Client wishes to directly or indirectly retain or hire such employee.

TERMINATION: We shall continue to serve as your public relations firm until you or we terminate these services by giving not less than a 30-day written notice to the other. In the event of a termination or client request to modify payments/minimum fees, our rights and duties under this agreement will continue in full force during the 30-day notice period. In the event of termination of this contract, final fee and expense reconciliation will occur after the 30-day notice period. In the event of termination of this Agreement by Client, Client shall be obligated to pay all approved invoices submitted by Tucker/Hall for work satisfactorily completed by Tucker/Hall prior to the date of the notice of termination.

NOTICES: For a notice or other communication under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (i) personal delivery; (ii) registered or certified mail, in each case return receipt requested and postage prepaid; and (iii) nationally recognized overnight courier, with all fees prepaid. It must be addressed to the receiving party at the one or more addresses listed below for the receiving party or to any other addresses designated by the receiving party in a notice in accordance with this section.

If to Client: Jennifer Brackney, 13805 58th Street N. Suite 2-140, Clearwater, FL 33760;
jbrackney@careersourcepinellas.com

If to Tucker/Hall: Darren Richards; 1308 E. 7th Ave., Tampa, FL 33605;
drichards@tuckerhall.com


A valid notice or other communication under this Agreement is effective when received by the receiving party. A notice or other communication is deemed to have been received as follows: (i) if it is delivered in person or sent by registered or certified mail or by nationally recognized overnight courier, upon receipt as indicated by the date on the

signed receipt; and (ii) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon the rejection, refusal, or inability to deliver. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

GOVERNING LAW; VENUE: This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the Sixth Judicial Circuit, in Pinellas County, Florida.

We thank you for the confidence you have shown in us by choosing Tucker/Hall, Inc. We look forward to working with you. If you have any questions about this agreement, don't hesitate to call. Otherwise, please indicate your acceptance of the terms of this letter of agreement by signing and returning to us.

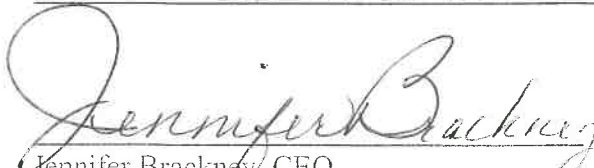
Very truly yours,



Tucker/Hall, Inc.

6.5.2020
Date

ACCEPTED BY:
WorkNet Pinellas, Inc. dba CareerSource Pinellas



Jennifer Brackney, CEO

6/5/2020
Date

ATTACHMENT A

SERVICES

PHASE	MAJOR DELIVERABLES
<p>ONE Strategy Development & Capacity Building <i>Months 1 - 3</i></p>	<ul style="list-style-type: none">▪ Initial planning and analysis▪ Overall strategy and tactics▪ Key and detailed messages that support strategic objectives▪ Communications plan development; including:<ul style="list-style-type: none">- Timeline of activities- Media relations tactics- Content marketing tactics- Email marketing tactics- Social media tactics- Paid digital marketing tactics- Community outreach- Public affairs analysis (as needed)▪ Begin initial implementation of tactics▪ Document all processes and train internal team to build capacity
<p>TWO Full Implementation <i>Months 3+</i></p>	<ul style="list-style-type: none">▪ Continue to implement the communications plan as laid out in the first phase▪ Write and distribute fresh content per the plan multiple times per week▪ Monitor and respond appropriately to social media conversations▪ Conduct media relations work – including news releases, news conferences, letters to the editor, media pitches, etc.▪ Manage and coordinate team members and tactics▪ Attend important team meetings▪ Deliver monthly reporting of key performance indicators (KPIs) to ensure the tactics are on point▪ Adjust campaigns based on real-life events, metrics and feedback

ATTACHMENT B
TUCKER/HALL, INC.
HOURLY CHARGES
Effective January 1, 2018

TEAM MEMBER	HOURLY RATE
Chairman	\$400
President	\$350
Chief Operating Officer	\$350
Senior Vice President	\$325
Vice President	\$300
Senior Consultant	\$250
Account Director	\$250
Senior Account Supervisor	\$220
Consultant	\$200
Account Supervisor	\$200
Senior Account Executive	\$175
Account Executive	\$150
Account Coordinator	\$125
Account Assistant	\$100
Office Assistant	\$100
Research Associate	\$75
Founder (Jeff Tucker)	\$400

Rates are subject to change with 10 days written notice.

ATTACHMENT C
The Bank of Tampa

Wire Contact Information
-Client Deposit Use Only-

Physical Bank Address:

601 Bayshore Boulevard
Tampa, Florida 33606

Bank ABA/Routing Number:

063108680

Wire Room Contact Number:

813-872-1282

Account Name: TUCKER/HALL INC

Account Number: 21429065

Account Type: MMK (not required)

Account Address & Phone Number:

1308 E 7th Avenue, Tampa FL 33605
813.228.0652

Further Credit Information or Other Instructions: N/A