

A Limited Implementation AGREEMENT
between
Juvenile Welfare Board, Children's Services Council of Pinellas County
and
Tucker/Hall
One Tampa City Center
Suite 2760
Tampa, FL 33602-5816

I. PURPOSE

The Juvenile Welfare Board Children's Services Council of Pinellas County, hereinafter referred to as "JWB" and Tucker/Hall, hereinafter referred to as "Contractor," enter into this mutual Agreement, including all attachments referred to herein, for the period commencing January 14 2013 and ending September 30, 2013 in order to provide strategic communications to JWB.

II. STAFF

Tucker/Hall is the sole contractor designated to carry out this project. Staff of Contractor shall not be considered employees of JWB. The Contractor shall submit all work products and invoices to Communications Manager, Benjamin Kirby, who shall serve as the Contractor's liaison with JWB.

III. SERVICES

Contractor agrees to accomplish objectives stated in Attachment 2 pursuant to the General Conditions listed in Attachment 1.

IV. FUNDS

JWB agrees to pay the Contractor up to \$70,000 for completion of the development of the Communications Plan as well as Research, Evaluation and Planning and Implementation services as set forth in Attachment 2. All work set forth on Attachment 2 will be completed for the contract price or less.

V. METHOD OF PAYMENT

The Contractor will submit an invoice for hours worked to Benjamin Kirby along with the work product required at each deliverable date and will be paid according to the JWB reimbursement schedule as posted in Attachment 3. Payment will not be made prior to the receipt of a signed contract and completed W-9 form by JWB or subsequent to receipt of the first monthly invoice for hours worked. Payment will be made only for work actually performed and not in advance of the services rendered. Remittances will be mailed to Contractor at One Tampa City Center, Suite 2760, Tampa, FL 33602-5816.

VI. COMMENCEMENT OF PAYMENT

Unless specifically authorized by JWB, payment for services rendered under this Agreement shall not commence prior to its effective date.

VII. TERMINATION

1. Except as provided in subparagraphs 3 and 4 below, this Agreement may be terminated by either party upon no less than seven (7) days' notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. In the event funds to finance this Agreement become unavailable, JWB may terminate the 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. JWB shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management, to provide 30 days' notice for Termination for Lack of Funds. JWB shall be final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.
3. In addition to the rights, as set forth above, this Agreement may be terminated by JWB for any breach by Contractor of the terms of this Agreement, including all attachments, upon no less than twenty-four (24) hours of written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. JWB at its discretion may waive any breach by the Contractor in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type.
4. The above provision shall not limit JWB's right to remedies at law or to damages.
5. In the event the contract is terminated the Contractor is only entitled to payment for services rendered through the termination date and for work actually completed through the termination date and is not entitled to any other amounts.

VIII. Special Conditions

All rights to product, including but not limited to, artwork, animations, graphics, source code, files, text, photos, and videos, created pursuant to this Agreement ("Product") are the property of JWB. The Contractor retains the right to display the Product with no further authorization from JWB required. The Contractor will prepare Product for JWB that is original work and does not violate any laws, including but not limited to trademark and copyright laws and will defend, indemnify and hold harmless JWB for any and all claims, including attorneys' fees and costs brought against JWB arising out of any claims that the Product violates any trademark or copyright laws, infringes or copies or plagiarizes any other work or any other claim whatsoever pertaining to the Product.

D. Gay Lancaster
Executive Director, JWB Children's Services
Council of Pinellas County

L. Anthony Collins
Senior Vice President
Tucker/Hall

Date

Date

ATTACHMENT 1

GENERAL CONDITIONS OF THE AGREEMENT

1. Agreement Revisions - This Agreement and Attachments constitute the contractual relationship between the Contractor and JWB. No amendments to this Agreement or its attachments may be made without prior written approval of JWB and Contractor.
2. Contractor agrees to return to JWB any overpayment due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Contractor by JWB, and such funds shall be considered JWB funds and shall be refunded to JWB in accordance with its instructions. Should Contractor fail to return said funds, Contractor will be responsible for all costs and fees of collection incurred by JWB, including, but not limited to attorney fees and court costs including any pre-suit collection fees and costs.
3. Assignments and Subcontracts – the Contractor shall not assign the responsibility of this Agreement to another party nor, except as otherwise noted in this agreement, subcontract for any of the work contemplated under this Agreement without prior written approval of JWB. No such approval by JWB of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by JWB in addition to the total dollar amount stated in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that JWB shall deem necessary.
4. Confidential Information - Contractor shall not use or disclose any information which specifically identifies a subject, respondent, or any individual providing confidential information for this project under this Agreement and for any purpose not in conformity with federal, state, or local law and related regulations.
5. Nondiscrimination – All actions performed by the Contractor shall be in conformity with all laws and regulations regarding nondiscrimination on the basis of race, gender, handicap, national origin, religion, marital status or political belief.
6. Waiver - JWB reserves the right to waive requirements of the above stated Agreement and General Conditions were warranted by special circumstances.
7. Special Situation - Contractor agrees to inform JWB in a timely manner of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement.
8. Indemnification- The Contractor will defend, indemnify, and hold harmless JWB, its agents, and employees from and against any and all liabilities, claims, judgments, or actions including court costs and attorney's fees that may hereafter at any time be made or brought by any person or entity on account of any claim including, but not limited to, personal injury, property damage, loss of monies, civil rights violation, discrimination, copyright or trademark infringement, allegedly caused in whole or part by any act or omission, including but not limited to, breach of contract, negligent act, wrongful act, intentional act, omission, and any acts of fraud or defalcation, of the Contractor, its agents, employees, or subcontractors, during performance under this Agreement. In no

event will the Contractor be liable for or have any obligation to defend JWB against such liability, claims, judgments, or actions, including costs and attorney's fees, arising out of the sole negligent acts of JWB.

ATTACHMENT 2

STATEMENT OF WORK

Activity One: Research & Evaluation

Contractor will conduct a visual survey of JWB materials, environments, client touch points and communication channels. Contractor will conduct structured interviews with 10-15 internal and external people who represent a cross section of the views and experiences throughout JWB.

Contractor may conduct focus groups to gain an in-depth understanding from a larger group about JWB in the community.

Contractor will review any existing advertising campaigns for their graphic design, message content, strategy, audience, medium/placement and effectiveness.

Contractor will review marketing materials for consistency and effectiveness.

Contractor will design an audit checklist for JWB to review its forms for consistency.

Contractor will analyze an “Alternate Communications Channel Assessment” and evaluate alternative tools (such as SMS / text messaging) to help develop a strategic plan and infrastructure.

Contractor will work with collaborators to see how JWB collaborators communicate and to whom.

Contractor will evaluate communications messages to determine which messages best communicate and move the needle toward JWB objectives.

Contractor will engage in “social media mapping” and asset evaluation

Contractor will complete the Research & Evaluation within 60 (sixty) days of contract execution.

Activity Two: Communications Plan Development

Contractor will design a communications plan to align and enhance the effectiveness of the JWB communications platforms with staff, citizen volunteers, board members, and the public. The plan would address the critical needs of the communications program as identified through the research and evaluation process and provide guidelines for execution.

a. Plan Objective: This section will define the most important communications goals; both short-term and long-term. JWB and Contractor will develop measured objectives to achieve the communications goals.

- b. **Plan Strategy and Philosophy:** Contractor will define the approach and tone for the plan as well as the philosophy behind the methodology.
- c. **Detailed Message Points:** Contractor will develop key message points that support the positioning of JWB. They would be used to frame all communications with staff, the board members, the public and the media.
- d. **Target Audiences:** Once the specific messages are refined, Contractor will refine who the audiences are that JWB needs to communicate with on an ongoing basis, what their communications objectives are and the most effective communications channels.
- e. **Collaborative Communications.** The plan will include key message points that can be utilized collaboratively with other entities such as the Pinellas Education Foundation and United Way of the Suncoast to promote early learning and other children’s issues.
- f. **Media Relations Narrative:** Contractor will develop plan to approach the various members of the media including editors, journalists, and bloggers.
- g. **Media Relations/Tier-One Media:** The most critical group of media for current and future communications—includes all contact information if necessary. **Media Relations/ Community Outreach Tier-Two Media:** A broader, larger group of community messengers JWB also wants to influence.
- h. **Digital Strategy:** This section will illustrate how Contractor plans to effectively and strategically utilize the JWB digital and social media platforms. Will also offer recommendations for new media.
- i. **Materials Needed:** Covers company background information, individual project descriptions and information, research materials, plus any other materials Contractor may want to furnish the media as part of an ongoing education process. This also includes branded material for general distribution as well as distribution to targeted demographics.
- j. **Timeline:** The schedule for planning and implementation.
- k. Contractor will complete the Plan 45 (forty-five) days after completing the Research & Evaluation phase.

Activity Three: Implementation

Contractor will provide JWB strategic communications counsel related to the development of the Communication Plan. Services would include:

- Briefing with JWB and Executive Team on issues related to implementing the Plan;
- Meet with JWB Team periodically for updates; etc.
- Advice and assistance with any sensitive media or organization issues

**Attachment 3
Juvenile Welfare Board**

**FY 2012-2013
ACCOUNTS PAYABLE SCHEDULE**

Pay#	Submission Due Date	Reimbursement Date
1	10/05/12	10/12/12
2	10/19/12	10/26/12
3	11/02/12	11/09/12
4	11/16/12	11/23/12
5	11/30/12	12/07/12
6	12/14/12	12/21/12
7	12/28/12	01/04/13
8	01/11/13	01/18/13
9	01/25/13	02/01/13
10	02/08/13	02/15/13
11	02/22/13	03/01/13
12	03/08/13	03/15/13
13	03/22/13	03/29/13
14	04/05/13	04/12/13
15	04/19/13	04/26/13
16	05/03/13	05/10/13
17	05/17/13	05/24/13
18	05/31/13	06/07/13
19	06/14/13	06/21/13
20	06/28/13	07/05/13
21	07/12/13	07/19/13
22	07/26/13	08/02/13
23	08/09/13	08/16/13
24	08/23/13	08/30/13
25	09/06/13	09/13/13
26	09/20/13	09/27/13
27	10/04/13	10/10/13

Communication:

The Contractor shall contact Benjamin Kirby, Communications Manager, at 727-453-5677 or bkirby@jwbpinellas.org with any questions or concerns. When a change in the Project requires a change in roles or procedures involving JWB staff or Contractor, the Contractor shall take the lead to coordinate a transition plan with JWB and shall communicate the agreed upon changes to all parties. The Contractor shall provide the JWB contact with brief monthly email updates that document project progress