

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) sets forth our understanding and agreement with respect to the engagement of Diamond, Inc., a California corporation, doing business as Diamond Digital Marketing Co. (the “Consultant”), for the benefit of City of Sonora (the “Client”), to provide professional services. Consultant and Client may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Client desires to receive professional consulting services from Consultant and obtain the benefit of Consultant’s experience in social media marketing generally and its knowledge of the Client and the Client’s social media marketing needs in particular; and
- B. Consultant is willing to provide professional social media marketing services to the Client, and the compensation arrangements set forth in this Agreement are designed to compensate Consultant for such services.

NOW, the Parties agree as follows:

AGREEMENT

SECTION 1 SERVICES

Consultant will provide Client with the professional services described in the statement(s) of work (each, a “**Statement of Work**”) agreed to by the parties from time-to-time in substantially the same form attached as Exhibit A. Each Statement of Work may include: (a) an incorporation by reference of the terms of this Agreement; (b) the start date, location, and duration of the Services (defined below) to be performed; (c) a description of the services to be performed by Consultant and any deliverables to be delivered by Consultant to Client (the “**Services**”); (d) the fees to be charged by Consultant to Client; and (e) and such other information as may be pertinent to the Services to be performed by Consultant.

SECTION 2 FEES.

The fees payable by Client to Consultant for the Services shall be set forth in a Statement of Work. Changes to the Statement of Work may result in changes to the fees payable by Client. Client shall be responsible for any fees and expenses of Consultant, as set forth in the applicable Statement of Work. Consultant shall invoice Client monthly in arrears for Services rendered and expenses incurred under this Agreement by Consultant in the prior month. Client shall submit payment to Consultant within 15 days of receipt of each invoice.

SECTION 3 TRAVEL EXPENSES

Client understands and agrees that reasonable travel expenses, as evidenced by appropriate receipts, shall be reimbursed by Client only when incurred with the prior written approval of Client.

SECTION 4 TERM AND TERMINATION

The term of this Agreement shall commence on the Commencement Date (as defined in the Statement of Work) and shall continue until there has been no active Statement of Work pursuant to this Agreement, unless terminated earlier as provided herein. This Agreement and all Statements of Work may be terminated by:

(i) Client upon 45-days written notice; or by

(ii) Consultant for (a) nonpayment of fees set forth in a Statement of Work when due, or (b) unless otherwise provided in the applicable Statement of Work, Consultant may, for any reason, in its sole discretion, terminate any Statement of Work upon 1-week prior written notice. With respect to any termination hereunder, final payment by Client to Consultant will consist of the amounts due for Services performed up and through the termination date.

Upon expiration or termination of this Agreement, any provision of this Agreement related to confidentiality, publicity, limitation of liability or indemnification, or which by its terms provides for survival, shall survive the termination of this Agreement.

SECTION 5 CONFIDENTIAL INFORMATION; DATA

The parties recognize that, in connection with this Agreement, they may obtain Confidential Information of the other party. The party receiving the Confidential Information (the “**Receiving Party**”) from the party who owns or holds in confidence such Confidential Information (the “**Owning Party**”) may use the Confidential Information solely for the purpose of performing its obligations or enforcing its rights under this Agreement, and shall not disclose any Confidential Information of the other party other than to those persons having a need to know such information for purposes of carrying out the terms of this Agreement.

SECTION 6 WORK PRODUCT.

Unless otherwise specified in a Statement of Work, Client hereby agrees that Client shall own all rights, title and interest, including, but not limited to, copyright, patent, trademarks, trade secrets, and all other intellectual property rights, in all Work Product. For purposes of this Agreement, “**Work Product**” means all work product created by Consultant whether during the Term of this Agreement or prior, including, but not limited to, any marketing materials, graphic design, layout, systems, processes, technical information, design documents, training materials, documentation, reports, findings, evaluations, review sheets, inventions, business processes, marketing plans and strategies, methods, technical information, HTML files, graphics files, animation files, data files, technology, scripts, programs, works of authorship, creative works, content, concepts, residual knowledge, or data, written, oral or otherwise developed in the performance of this Agreement.

The Work Product is deemed to be Confidential Information hereunder and, except as permitted herein, shall not be used or disclosed without Consultant’s express written approval.

SECTION 7 MUTUAL LIMITATION OF LIABILITY.

EXCEPT IN THE CASE OF A CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, SUCH AS LOSS OF PROFITS OR LOSS OF USE, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THIS

AGREEMENT, EVEN IF IT IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

SECTION 8 INDEMNIFICATION.

Each party (the “**indemnitor**”) shall indemnify, defend and hold harmless the other party and its affiliates, directors, officers, employees and agents (collectively, the “**indemnitee**”) against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any third-party claim for breach of privacy and confidentiality obligations, regulatory non-compliance, personal injury and property, including, in each case, any damages finally awarded attributable to such claim and any reasonable expense incurred by indemnitee in assisting indemnitor in defending against such claim, that arises out of any action or inaction by the indemnitor or its employees or agents; provided, however, that indemnitee gives indemnitor: (i) prompt written notice that indemnitee has been served with legal process in an action asserting such claims, provided that the failure or delay to notify indemnitor shall not relieve indemnitor from any liability that it may have to indemnitee hereunder so long as the failure or delay shall not have prejudiced the defense of such claim; (ii) reasonable assistance in defending the claim; and (iii) sole authority to defend or settle such claim. In the event indemnitor elects not to defend any such claim, indemnitee shall have the option, but not the duty, to reasonably settle or defend the claim at its cost and indemnitor shall indemnify indemnitee for such settlement or any damages finally awarded against indemnitee attributable to such claim, reasonable costs and expenses (including attorneys’ fees), and interest on such recoverable funds advanced.

SECTION 9 INSURANCE.

Consultant shall secure and maintain at all times during the Term, at Consultant’s sole expense, commercial general liability insurance, covering Consultant and Consultant’s employees. Such policy shall include coverage for blanket contractual liability, and personal/advertising injury at the following limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate.

SECTION 10 INDEPENDENT CONTRACTOR STATUS.

Nothing in this Agreement or any Statement of Work shall cause or be deemed to cause the parties to be partners or joint venturers with, or agent or employees of, each other. Consultant, in its performance of this Agreement, is acting as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. Neither party shall have any right or power to create any obligation or responsibility on behalf of the other party.

SECTION 11 GOVERNING LAW.

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

SECTION 12 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties and supersedes and cancels all prior oral and written agreements relating to the subject matter herein. No change or modification of any of the provisions of this Agreement will be effective unless in writing and signed by both parties.

SECTION 13 NO WAIVER.

No failure or delay on the part of either party to exercise any right, power or remedy under this Agreement will operate as a waiver thereof.

SECTION 14 NOTICES.

All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, or personal or courier delivery:

If to Consultant:	Diamond, Inc. c/o Tiffany Phillips 20760 W. Willow Springs Dr. Soulsbyville, CA 95372
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If to Client:	City of Sonora 94 Washington Street Sonora, CA 95370
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SECTION 15 COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be maintained in electronic form and an electronic version of this Agreement shall be just as valid and enforceable as an original.

///signatures on following page///

EXECUTION

If you are in agreement with the foregoing, please sign this Agreement in the space provided below.

CONSULTANT

Diamond, Inc.,
a California corporation, doing business as
Diamond Digital Marketing Co.

CLIENT:

City of Sonora

By: _____
Tiffany Phillips, CEO

EXHIBIT A
Form of Statement of Work

Statement of Work NO. 1
[SOWs are to be consecutively numbered]

This Statement of Work No. 1 (“SOW”) between Diamond Digital Marketing Co. (the “Consultant”), for the benefit of City of Sonora (the “Client”), is effective as of December 23, 2023 and is attached to and part of that certain Professional Services Agreement entered into between the parties on December 28, 2023 (the “**Agreement**”). All of the terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement. To the extent of any conflict between this SOW and the Agreement, the terms of this Statement of Work shall prevail.

(A) Description of Services.

Creation of branding guide, digital/social media strategy, and social media management.

(B) Deliverables.

1. Social Media Strategy including Goals, Target Markets, Platforms Used, Content Pillars/Themes, Hashtag and Keyword Strategy, Paid Ad Strategy, establish KPIs. Includes two (2) one hour meetings with Tiffany.
2. Branding Guideline including:
 - a. Brand Voice
 - b. Color Palette
 - c. Typography
 - d. Elements
 - e. Proper Logo Use
 - f. Up to 6 Templates for flyers or social media
 - g. One (1) Initial Meeting up to one (1) hour prior to the creation of guide
 - h. One (1) Recap Meeting up to one (1) hour in order to review the handover of assets
3. Social media management for 6 months.
 - a. Maintain City of Sonora Facebook, Instagram, TikTok, Twitter/X, YouTube and LinkedIn
 - Minimum number of posts per month on the various platforms: 12
 - Maximum number of posts per month on the various platforms: 18
 - Minimum number of stories on Facebook and Instagram per month: 10
 - Maximum number of stories on Facebook and Instagram per month: 15
 - Create and upload up to 3 Short Videos per month to be uploaded to Instagram reels, Facebook reels, TikTok, YouTube Shorts and other platforms (as see fit)
 - Monitor all accounts and interact with audiences via comments and DMs
 - 15 minutes of outbound engagement per week on Facebook, Instagram and TikTok
 - Monthly analytics report
 - Create and run up to 1 paid ad campaign.*
 - One (1) meeting with Tiffany per month, up to 1 hour
 - i. Included:

- Copy writing for all posts and ads
- Hashtag and key word strategy
- Social listening and moderation to posts, events, ads etc with maximum response time of 48 hours

(C) Timetable for Performance of Services.

Branding and social media strategy will be a one time project. Social media management will be a 6 month contract with option to renegotiate contract upon completion.

(D) Fees and Expenses.

Branding: \$1500

Social Media Strategy: \$1000

Social Media Management: \$1000/month. \$6000 total

TOTAL COST: \$8500

All additional work beyond this scope of work will be billed at hourly rate of \$125.

(E) Commencement Date

December 28, 2023.

///signatures on following page///

This Scope of Work Agreed to by the undersigned:

CONSULTANT

Diamond, Inc.,
a California corporation, doing business as
Diamond Digital Marketing Co.

CLIENT:

City of Sonora

By: _____
Tiffany Phillips, CEO

EXHIBIT B
Form of Statement of Work

Statement of Work NO. 2

This Statement of Work No. 2 (“SOW”) between Diamond Digital Marketing Co. (the “Consultant”), for the benefit of City of Sonora (the “Client”), is effective as of October 28, 2024 and is attached to and part of that certain Professional Services Agreement entered into between the parties on October 28, 2024 (the “**Agreement**”). All of the terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement. To the extent of any conflict between this SOW and the Agreement, the terms of this Statement of Work shall prevail.

(A) Description of Services.

Social media management for City of Sonora including but not limited to Facebook, Instagram, Twitter and LinkedIn.

(B) Deliverables.

Social media management- Maintain City of Sonora Facebook, Instagram, TikTok, Twitter/X, YouTube and LinkedIn.

- a. Maintain City of Sonora Facebook, Instagram, TikTok, Twitter/X, YouTube and LinkedIn
 - Minimum number of posts per month on the various platforms: 12
 - Maximum number of posts per month on the various platforms: 18
 - Minimum number of stories on Facebook and Instagram per month: 10
 - Maximum number of stories on Facebook and Instagram per month: 15
 - Create and upload up to 3 Short Videos per month to be uploaded to Instagram reels, Facebook reels, TikTok, YouTube Shorts and other platforms (as see fit)
 - Monitor all accounts and interact with audiences via comments and DMs
 - 15 minutes of outbound engagement per week on Facebook, Instagram and TikTok
 - Monthly analytics report
 - Create and run up to 1 paid ad campaign.*
 - One (1) meeting with Tiffany per month, up to 1 hour
 - i. Included:
 - Copy writing for all posts and ads
 - Hashtag and key word strategy
 - Social listening and moderation to posts, events, ads etc with maximum response time of 48 hours

(C) Timetable for Performance of Services.

Social media management will be through June 2025 with option to renegotiate contract terms and length.

(D) Fees and Expenses.

Social Media Management: \$1000/month. Billed Net 15 at the end of every month for that month's services.

All additional work beyond this scope of work will be billed at hourly rate of \$150.

(E) Commencement Date

November 1, 2024.

///signatures on following page///

This Scope of Work Agreed to by the undersigned:

CONSULTANT

Diamond, Inc.,
a California corporation, doing business as
Diamond Digital Marketing Co.

CLIENT:

City of Sonora

By: _____
Tiffany Phillips, CEO
