

AGREEMENT TO FURNISH PROFESSIONAL SERVICES

This agreement for professional services (“Agreement”) is made and entered into this 18th day of October, 2011 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and TMDCommunications (“Consultant”). City and Consultant are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

WHEREAS, TMDCommunications (Theresa M. Dale) has a background in sales, marketing, advertising, communications, social networking and business management and is willing to provide services to the City of Redlands (for the Redlands Police Department) based on this background; and

WHEREAS, the City (for the Redlands Police Department) desires to have communication services provided by TMDCommunications; and

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 Description of Services. Commencing October 18, 2011, Consultant will provide City with the following services (collectively, the “Services”):
- A. Social Network Marketing Director
 - Includes but not limited to FaceBook, Twitter and other social media resources.
 - 1. FaceBook -- Management of a FaceBook Fan page and all related social marketing duties including but not limited to:
 - a. Posting up to 7 days per week (events, specials, comments, dialogue stimulating posts and referrals)
 - b. Acknowledging Fan posts
 - c. Answering/responding to inquiries
 - d. Develop/maintain social networking links with appropriate organizations
 - e. Grow “Fan” contacts through interaction from “Friend” page, existing fans and Site-provided network mechanisms
 - f. Posting notes and educational articles
 - g. Manage site advertising (if applicable)

ARTICLE 2 - PERFORMANCE OF SERVICES

- 2.1 Performance of Services. The manner in which the Services are to be performed and specific hours to be worked by Consultant are left to the discretion of Consultant; provided, however, Consultant shall provide an average of ten (10) hours per week of services to City’s police department. The scope of work to be performed is not limited by an hourly schedule and Consultant will adhere to directions provided by City and work within requested deadlines. Consultant shall be available to provide the Services to City at reasonable times, as described in this Agreement. Consultant shall not represent the

City in any transactions or communications nor shall Consultant make claim to do so, unless specified by the City.

ARTICLE 3 - PAYMENT AND NOTICE

- 3.1 Compensation. City shall compensate Consultant for the Services at a rate of Three Hundred Dollars (\$300) per month.
- 3.2 Payment. Payments by City to Consultant shall be made within thirty (30) days after receipt and approval by City of Consultant's invoice. Invoices shall be sent to City on a monthly basis. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom.
- 3.3 Expense Reimbursement. Consultant shall be entitled to reimbursement from City for the following "out of pocket" expenses, if any: fees incurred for participation in social networking advertising and pre-approved expenditures incurred by Consultant for social marketing or customer database management. All expenditures must be pre-approved by City's representative, Lt. Chris Catren, or other authorized agent of City.
- 3.4 Notices. All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City: Lt. Chris Catren
City of Redlands
PO Box 3005
Redlands, CA 92373

Consultant: TMDCcommunications
Theresa M. Dale, Principal
1074 Occidental Circle
Redlands, CA 92374

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices are to be given by giving notice pursuant to this section.

ARTICLE 4 - INSURANCE AND INDEMNIFICATION

- 4.1 Insurance. All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services.

4.2 Hold Harmless and Indemnification.

A. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by Consultant's and its officers', employees' and agents' negligent acts or omissions in performing the Services.

B. City shall defend, indemnify and hold harmless Consultant and its officers, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by City and its elected officials, employees and agents negligent acts or omissions.

ARTICLE 5 - GENERAL CONSIDERATIONS

5.1 Support Services. City will provide Consultant with the following support services for the fulfillment of the Services to be provided pursuant to this Agreement: Gift certificates, products or merchandise necessary to facilitate social networking marketing programs. All support services must be preapproved by City.

5.2 New Project Approval. Consultant's Services will include working on various projects for City. Consultant shall obtain approval from City prior to commencing a new project.

5.3 Term/Termination. This Agreement shall be effective for a period of twelve (12) months, commencing on October 18, 2011 and terminating September 17, 2012, with a mid-point review in March, 2012. City can opt to automatically renew for successive terms of the same duration unless either Party provides at a minimum thirty (30) days prior written notice to the other Party prior to the termination of the initial term or renewal term. This Agreement can be updated at will to include additional services or extend the term of the Agreement.

5.4 Relationship of Parties. It is understood by the Parties that Consultant is an independent contractor with respect to City and not an employee of City. City shall not provide fringe benefits, including health insurance benefits, paid vacation or any other employee benefit for the Consultant.

5.5 Disclosure. Consultant is required to disclose any outside activities or interests including ownership or participation in any entity that conflicts, or may conflict, with the best interests of City. Prompt disclosure is required under this paragraph if the activity or interest is related directly or indirectly to any activity that may conflict with any service provided by City, as determined by City, County, State and Federal law and statutes.

5.6 Employees. Consultant's employees, if any, who perform Services for City under this Agreement shall also be bound by the provisions of this Agreement.

- 5.7 Assignment. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of City.
- 5.8 Intellectual Property. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collective, "Intellectual Property"):
- A. Consultant's Intellectual Property: TMDCcommunications and Principal Theresa Dale personally holds an interest in the intellectual property that is described on the attached Exhibit "A," and which is not subject to this Agreement.
 - B. Development of Intellectual Property. Any improvements to the Intellectual Property listed on Exhibit "A," further inventions or improvements and any new items of intellectual property discovered or developed by Consultant and its principal and employees, if any, during the term of this Agreement shall be the property of Theresa Dale. Theresa Dale, representing Consultant shall sign all documents necessary to perfect the rights of such intellectual property including the filing and or prosecution of any applications for copyrights or patents.
- 5.9 Confidentiality. City recognizes that Theresa Dale, representing Consultant has and will have access to sensitive information (collectively "Information") that needs to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit or divulge, disclose or communicate in any many any Information to any third party without the prior written consent of City. Consultant shall protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement and render it null and void.
- 5.10 Unauthorized Disclosure of Information. If it appears that Consultant has disclosed (or has threatened to disclose) Information in violation of this Agreement, City shall be entitled to an injunction to restrain consultant from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. City shall not be prohibited by this paragraph from pursuing other remedies, including a claim for losses and damages.
- 5.11 Confidentiality after termination. The confidentiality provisions of this Agreement shall survive, and remain in full force and effect after, any termination or expiration of this Agreement.
- 5.12 Services to Third Parties. Consultant shall not provide any Services on City's behalf to any third party during the term of this Agreement, unless Consultant has obtained City's prior written consent.

- 5.13 Return of Records. Upon termination of this Agreement, Consultant shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in the Consultant's possession or under Consultant's control and that are City's property or relate to City's business.
- 5.14 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any prior written or oral agreements between the Parties regarding the same.
- 5.15 Amendment. This Agreement may be modified or amended if the amendment is made in writing and signed by the Parties.
- 5.16 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- 5.17 Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 5.18 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 5.19 Attorneys' Fees. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

TMDCOMMUNICATIONS.

By: _____
Pete Aguilar, Mayor

By: _____
Theresa M. Dale, Principal

Attest:

Sam Irwin, City Clerk

Exhibit A

Intellectual Property



1. Development of Social Network Marketing Strategies

All strategies and components, subject to approval by the City of Redlands (for the Redlands Police Department).

Includes but not limited to creative thought process, written content and implementation.

2. Database Management

Management of data obtained through but not limited to social networking channels such as FaceBook, Twitter and other social media entities. All data belongs to the City of Redlands (for the Redlands Police Department). Consultant owns proprietary software that is used to manage said data and assures data is exclusively held for the City of Redlands (for the Redlands Police Department) as proprietary property. Data will not be co-mingled with any other database, nor used for any other purpose than for communication the City of Redlands (for the Redlands Police Department)., unless otherwise approved in writing.