

# SOCIAL MEDIA MARKETING CONTRACT

This Social Media Marketing Contract (the "Contract") is made effective as of September 1, 2023, by and between the City of Placerville, of 3101 Center Street, Placerville, California 95667, and Bold Communications Inc. ("Bold Communications"), of 530 Sunlight Drive, Diamond Springs, California 95619.

Bold Communications has a background in social media marketing and is willing to provide services to the City of Placerville based on this background.

The City of Placerville desires to have services provided by Bold Communications.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on August 23, 2022, Bold Communications will provide the following services (collectively, the "Services"):

i) **CREATING ENGAGING ORGANIC SOCIAL CAMPAIGNS**

- a) Researching and creating content that has high engagement with your audience.
- b) Posting and scheduling regular posts for the City of Placerville's Instagram and Facebook pages; the posts will either be platform-specific or sometimes shared on both platforms, depending upon the message.
- c) Regular monitoring of engagement and interaction on the City of Placerville's social media pages as well as local Facebook groups for commentary regarding city actions.

ii) **CREATING DATA-DRIVEN PAID SOCIAL CAMPAIGNS**

- a) Creating custom audiences to best target your company and brand.
- b) Reporting and improving paid social ads.
- c) Creating text and imagery for high-performing social ads.

iii) **TRACKING YOUR SOCIAL CAMPAIGNS**

- a) Tracking and optimizing your audience and reach.
- b) Tracking and optimizing engagement rates.
- c) Tracking and optimizing click-through-rate and leads.

iv) **MANAGING & MONITORING YOUR SOCIAL REPUTATION**

- a) Monitoring social media reviews.
- b) Monitoring social media feedback and sentiment.
- c) Monitoring social engagement from campaigns.
- d) Monitoring brand mentions and chatter across social platforms.
- e) Responding and engaging on behalf of the City of Placerville to social media comments.

## 2. PERFORMANCE OF SERVICES.

a. Bold Communications shall implement social media plans and strategies that help the City of Placerville maintain transparency and communication with its constituents.

b. Bold Communications shall conduct research to understand consumer behavior and what motivates consumers' purchase of a product. Bold Communications shall use that research to design approaches specific to the City of Placerville's needs.

c. Bold Communications shall interact with the sales and product teams to determine the social media marketing strategy.

d. Bold Communications shall monitor social media conversations and own community engagement on the City of Placerville's various social media accounts (e.g. Facebook, LinkedIn, Instagram, Twitter, etc.).

e. Bold Communications shall measure web traffic, monitor social media metrics, and suggest content optimization.

f. Bold Communications shall provide content weekly on the City of Placerville's various social media accounts. These posts can be re-used between the City of Placerville's social media accounts.

g. Bold Communications shall interact on social media, through comments and reactions, on behalf of the City of Placerville.

h. Bold Communications Inc. shall respond to social media comments and messages on the City of Placerville's social media pages within three hours IF the comments and messages are made between 8:00am and 11:00pm. Bold Communications Inc. may respond to comments and messages after hours at their discretion.

i. Bold Communications Inc. agrees to consult with the Placerville Police Department, a municipality of the City of Placerville. Consulting hours will be billed to the City of Placerville at the rate of \$40.00 per hour.

The manner in which the Services are to be performed and the specific hours to be worked by Bold Communications shall be determined by Bold Communications. The City of Placerville will rely on Bold Communications to work as many hours as may be reasonably necessary to fulfill Bold Communications's obligations under this Contract.

**3. PAYMENT.** The City of Placerville will pay a fee to Bold Communications for the Services based on \$2,900.00 per month, less a 10% Government discount, for a total of \$2,600.00. This fee shall be payable monthly, no later than thirty (30) days following receipt of the invoice~~the fifteenth day of the month following the period during which the Services were performed.~~

Payment can be made online at [www.boldmediacomms.com](http://www.boldmediacomms.com) with a user account created by Bold Communications Inc. for the City of Placerville, or can be made in the form of a check payment. All check payments must be made out to Bold Communications Inc. directly, and can be mailed to:

Bold Communications Inc.  
Emily Idleman  
530 Sunlight Drive  
Diamond Springs, CA 95619

Upon signature of this contract, the City of Placerville must provide a valid email address to Bold Communications Inc. which Bold Communications may use to email invoices and receipts.

~~The City of Placerville will be invoiced following their signature of this contract however, payment is not due until September 1, 2022.~~

**4. TERM/TERMINATION.** This Contract shall terminate automatically on September 1, 2024~~3~~. Bold Communications Inc. reserves the right to terminate this contract at any time for any reason.

**5. RELATIONSHIP OF PARTIES.** It is understood by the parties that Bold Communications Inc. is an independent contractor with respect to the City of Placerville, and not an employee of the City of Placerville. The City of Placerville will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Bold Communications Inc.

**6. EMPLOYEES.** Bold Communications Inc.'s employees, if any, who perform services for the City of Placerville under this Contract shall also be bound by the provisions of this Contract.

**7. INJURIES.** Bold Communications Inc. acknowledges Bold Communications's obligation to obtain appropriate insurance coverage for the benefit of Bold Communications Inc. (and Bold Communications's employees, if any). Bold Communications Inc. waives any rights to recovery from the City of Placerville for any injuries that Bold Communications Inc. (and/or Bold Communications's employees) may sustain while performing services under this Contract and that are a result of the negligence of Bold Communications Inc. or Bold Communications's employees.

**8. ASSIGNMENT.** Bold Communications Inc.'s obligations under this Contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City of Placerville.

**9. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

*Service Provider's Intellectual Property.* Bold Communications does not personally hold any interest in any Intellectual Property.

*Development of Intellectual Property.* Bold Communications does not personally hold any interest in any Intellectual Property.

**10. NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the City of Placerville:

City of Placerville  
Cleve Morris  
City Manager  
3101 Center Street  
Placerville, California 95667

IF for Bold Communications:

Bold Communications Inc.  
Emily Idleman  
CEO  
530 Sunlight Drive  
Diamond Springs, California 95619

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**11. ENTIRE CONTRACT.** This Contract contains the entire contract of the parties and there are no other promises or conditions in any other contract whether oral or written. This Contract supersedes any prior written or oral contracts between the parties.

**12. AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

**13. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract 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 Contract.

**15. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of California.

**16. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**17. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**18. MARKETING & ADVERTISING.** Bold Communications Inc. reserves the right to advertise its services and use the City of Placerville in such advertising. Specifics relating to the City of Placerville and confidential matters will not be used in any such advertising, rather, the promotion of services Bold Communications Inc. provides to the City of Placerville.

**19. RETURN OF SERVICES.** The City of Placerville agrees to provide Bold Communications Inc. with a direct contact person who is capable of answering questions and providing information on all matters relating to content on social media in regards to the City of Placerville. Bold Communications Inc. intends to respond to questions, comments, and concerns on behalf of the City of Placerville within three hours however, if Bold Communications Inc. requires information from the City of Placerville that time frame is dependent upon the response time of the City of Placerville (see 2(h) PERFORMANCE OF SERVICES) .

**20. SIGNATORIES.** This Contract shall be signed on behalf of the City of Placerville by Cleve Morris, City Manager and on behalf of Bold Communications Inc. by Emily Idleman, CEO and effective as of the date first written above.

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Emily Idleman, Chief Executive Officer

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Date

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\_\_\_\_\_  
Cleve Morris, Placerville City Manager

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Date