



## Consulting Services Agreement

This Consulting Services Agreement (“Agreement”) is made on June 1, 2021 (the “Effective Date”) between **Intune Collective, LLC** having its principal place of business at 69 Bahama Reef, Novato, CA 94949 (“Intune”), and **Rodeo-Hercules Fire District, Chief Bryan Craig** (“Client”), having its principal place of business at Hercules Station #76, 1680 Refugio Valley Road, Hercules, CA 94547

A Statement of Work (“SOW”) listing the services (“Services”) and deliverables (“Deliverables”) to be provided by Intune to Client and Client’s payment obligations, shall be dated, mutually executed, attached, and incorporated into this Agreement. In the event of a conflict between the terms contained in this Agreement and the attached, mutually executed SOW, the terms contained in the SOW shall control. Unless explicitly stated otherwise in a mutually-executed SOW, the terms contained in a later-executed SOW shall control over any earlier-executed SOW. Intune and Client may be referred to herein individually as a “Party” and collectively as the “Parties.”

### 1. Fee and Payment Schedule

**1.1 Fee and payment** - Client agrees to timely pay Intune the Fee set forth in the SOW. Payments are due on the date(s) stated in the Payment Schedule contained in the SOW or, if not stated therein, within 30 days of invoicing therefor.

**1.2 Expenses and additional costs** - Client shall pay Intune’s expenses incurred in connection with this Agreement as follows: a) all out-of-pocket expenses, including, but not limited to: shipping, print-outs and presentation materials, which will be billed to Client at cost; b) unless agreed otherwise in writing in this Agreement or the incorporated SOW, any outside costs, including, but not limited to, photographer’s costs and fees, copyright licenses, font licenses, imagery and/or artwork licenses, publicity rights licenses, illustration fees, prototype production costs, talent fees, music licenses, and online access or hosting fees, will be billed to Client at cost; and c) travel, including transportation, meals and lodging, incurred by Intune with Client’s prior approval. In the event that any single cost item requires an expenditure in excess of \$1,000.00, Intune may require that Client pre-pay such cost item.

**1.3 Invoices** - All Intune invoices are payable within 30 days of transmission to Client. Client agrees to pay Intune a service charge of two percent (2.0%) per month, compounding, on all overdue balances. Client shall be responsible for all attorney fees and costs incurred by Intune in the effort to collect payments due. Intune may withhold Services and Deliverables identified in the applicable SOW, and may withhold any transfer of ownership of any Deliverable(s) if Client fails to timely pay Intune’s invoices in full and without reservation.

## **2. Changes to Scope of Work**

Client-requested changes to the scope of work as stated in a SOW, including revision of the SOW, Services or Deliverables, may incur additional fees and costs. Services beyond those listed in a SOW will be charged at Intune's hourly rates. Prior to initiating Services outside those stated in the SOW, Intune may require execution of a new and superseding SOW. Intune will not begin providing Services outside the scope of work detailed in the SOW until receiving written approval from Client (approval by email is acceptable). Intune may modify any delivery schedule or deadlines contained in the SOW if Client requests changes to the scope of work identified in the applicable SOW.

## **3. Client Responsibilities**

Client shall be responsible for coordinating any decision-making and providing all necessary personnel, materials, and/or access to Client's workspace and technological resources to Intune personnel. Any delay by Client may delay timely provision of the Services and/or delivery of the Deliverables by Intune. Additionally, unless explicitly stated otherwise in the SOW, it shall be Client's sole responsibility to: (a) secure any and all appropriate and necessary licenses/legal clearances for Client's use of the Third Party Materials included within the Deliverables<sup>[1]</sup>, and (b) undertake an availability search and legally clear any aspect of the Deliverables which Client seeks to use as a branding element, trademark, or servicemark.

## **4. Client Identification**

Client grants to Intune the right to identify Client as a client of Intune's on Intune's website and social media accounts with links to Client's website, and in printed Intune marketing materials. Such grant includes the right to reproduce Client's trademark(s) and branding element(s) in conjunction with the identification of Client.

## **5. Confidentiality**

Intune agrees that its employees, agents, attorneys and representatives shall maintain as confidential, and shall not disclose or cause to be disclosed, any non-public, proprietary information of Client (hereinafter "Client Confidential Information"), including any Client Confidential Information to which Intune may gain access as a result of performance of Services pursuant to this Agreement, unless Intune is required to do so pursuant to a judicial or administrative proceeding. Intune will not release any Client Confidential Information to any third party without the prior written approval of Client, except (i) as may be required by a judicial or administrative proceeding, or (ii) if such information or material is in the public domain not as a result of Intune's disclosure in violation of this Agreement. Notwithstanding anything to the contrary herein, Intune shall be entitled to access and use Client Confidential Information to the extent necessary to perform its obligations under this Agreement.

## **6. Relationship of the Parties**

Intune is an independent contractor, not an employee of Client or any person or entity affiliated with Client. This Agreement does not create a partnership or joint venture.

## **7. Transfer of Intellectual Property Rights**

Upon Client's payment of all fees and expenses due hereunder, Intune will execute an assignment document or other documentation reasonably requested by Client and presented to Intune to provide Client with ownership of the Intune-created original materials included within the Deliverables. Likewise, at the request of Client and upon Intune's receipt of payment of all fees and expenses due hereunder, without reservation, including but not limited to any necessary or otherwise agreed upon third party license fees, Intune will transfer any transferable licenses necessary for Client to use any third-party materials included within the Deliverables.

Any original, Intune-created materials presented by Intune to Client but not selected by Client for Client's use, shall remain the sole property of Intune and may not be used by Client in any manner unless explicitly agreed otherwise in writing by Intune. Similarly, third party-authored materials shall remain the property of the original author/artist unless agreed otherwise in writing and subject to Client securing appropriate consent or license from the original author/artist or licensor. Client shall have sole responsibility for ensuring that any Deliverable(s) intended to be used by Client as a trademark/service mark is available for such use in commerce, capable of registration, and does not otherwise infringe the rights of any third party.

## **8. Warranties and representations**

8.1 Client represents, warrants and covenants to Intune that (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the materials provided by Client to Intune ("Client Content") for provision of the Services and/or inclusion in the work product and/or Deliverables hereunder, and (b) the Client Content does not infringe the rights of any third party and use of the Client Content by Intune in the manner and to the extent necessary to perform its Services and provide its work product and Deliverables pursuant to this Agreement shall not violate any third party rights.

8.2 Intune represents, warrants and covenants to Client that Intune will provide the Services identified in the Agreement in a professional manner and in accordance with all reasonable professional standards for such Services. Except for Third Party Materials and Client Content, the Deliverables shall be the original work of Intune. To the best of Intune's knowledge, after reasonable inquiry, the Deliverables will not infringe the copyright, publicity right, or privacy rights of any third party. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope of this Agreement or for any purpose not identified in this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Intune shall be null and void and have no further force or effect.

## **9. Indemnification**

9.1 Client will defend and indemnify Intune, its officers, directors, agents, and employees from any claims and liabilities ("Claim(s)") arising from (i) Client's breach of its warranties and/or representations in this Agreement, (ii) Client's negligence, willful misconduct, fraud, misrepresentation or violation of the law. Intune has the right to approve any counsel retained to defend against any Claim in which

Intune is named a defendant, and will not unreasonably withhold such approval. Intune will have the right to control and participate in the defense of any such Claim(s) concerning matters related to Intune and Client will not settle or compromise any such Claim without Intune's written consent. Notwithstanding anything to the contrary herein, Intune may retain its own counsel to defend against any Claims whose reasonable fees and costs will be paid by Client.

9.2 Intune will defend and indemnify Client, its officers, directors, agents, and employees from any Claim(s) arising from (i) Intune's breach of its warranties and/or representations in this Agreement, (ii) Intune's negligence, willful misconduct, fraud, misrepresentation or violation of the law. Client has the right to approve any counsel retained to defend against any Claim in which Client is named a defendant, and will not unreasonably withhold such approval. Client will have the right to participate in the defense of any such Claim(s) concerning matters related to Client and Intune will not settle or compromise any such Claim without Client's written consent. Notwithstanding anything to the contrary herein, Client may retain its own counsel to defend against any Claim whose reasonable fees and costs will be paid by Client.

#### **10. Limitation of Liability**

Except for the parties' obligations under section 9 above, (i) neither Party will be liable to the other for any indirect, special, incidental, consequential, exemplary or punitive damages and (ii) neither Party's liability arising out of this Agreement will exceed the amount actually paid or payable to Intune under this Agreement.

#### **11. Term and Termination**

This Agreement shall commence upon the Effective Date and terminate on the termination date stated in the applicable SOW or, otherwise, shall remain effective until the Services are completed and delivered. Either Party may terminate this Agreement without cause, which termination shall become effective 30 days after receiving written notice of termination. In the event of termination, Intune shall be compensated for the Services performed through the date the termination takes effect, in the amount of a) any advance payment or, b) a prorated portion of the fees due, whichever is greater; and Client shall pay all expenses, obligations, and fees incurred in furtherance of this Agreement through the effective date of termination.

#### **12. Force Majeure**

If either Party is unable to fulfill its obligations hereunder as a result of a Force Majeure Event, such failure will not be treated as a breach of this Agreement, provided that performance is resumed upon the end of such Force Majeure Event, subject to the Parties' mutual agreement. The term "Force Majeure Event" shall mean an act of war or terrorism, a civil disorder or rebellion, a fire, flood, earthquake or similar act of God, or a strike, lockout or similar labor dispute that is beyond the Parties' control.

### **13. Miscellaneous**

a. Neither this Agreement nor any of its provisions may be waived, modified or amended except in a writing signed by both Parties. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

b. This Agreement shall be construed in accordance with, and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, the laws of the State of California, without regard to conflict of law rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, California before one (1) arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In the event that either Party seeks a provisional remedy in aid of arbitration, the Parties expressly agree that the sole appropriate venue for such matters shall be the Superior Court of the State of California, County of San Francisco, or the U.S. District Court for the Northern District of California, located in San Francisco, California, to which courts the Parties, and each of them, submit to as having personal jurisdiction.

c. This Agreement, including the attached and incorporated SOW and any amendments thereto executed by the Parties constitutes the entire Agreement between Client and Intune and supersedes any and all prior negotiations, proposed drafts, understanding and/or agreements, oral and written, between Client and Intune with respect to the subject matter contained in this Agreement.

d. Paragraph headings contained herein are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though such paragraph headings had been omitted.

e. By signing this Agreement, the Parties agree to all of the terms and conditions of this Agreement, and each signatory represents that he/she/it has the full authority to enter into this Agreement and to bind their respective Party to all of the terms and conditions herein.


f. Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement or any other provision.



IN WITNESS WHEREOF, the Parties have executed this Statement of Work which is incorporated into the Agreement of the Parties. This Statement of Work is effective as of the SOW Effective Date stated above.

CONSENTED AND AGREED TO:

CLIENT:

  
\_\_\_\_\_  
Chief Bryan Craig  
Rodeo - Hercules Fire District

6-7-21  
\_\_\_\_\_  
DATE

INTUNE:

  
\_\_\_\_\_  
Christine Hildebrand  
Chief Executive Officer  
Intune Collective, LLC

6/1/21  
\_\_\_\_\_  
DATE

Office: 888-822-4730 Cell: 415.271.0563  
[christine@intunecollective.com](mailto:christine@intunecollective.com)





**EXHIBIT A**

**STATEMENT OF WORK – No. 1**

**Dated June 1, 2021**

This Statement of Work Number (“SOW”) Number 1 effective June 1, 2021 (“SOW Effective Date”), is entered by and between Chief Bryan Craig, Rodeo-Hercules Fire District (“Client”) and Intune Collective, LLC (“Intune”) and shall be governed exclusively by the Consulting Services Agreement entered into by and between the Parties dated June 1, 2021 (the “Agreement”). Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

|                  |  |                  |                                |
|------------------|--|------------------|--------------------------------|
| Client:          | <b>Rodeo- Hercules Fire District</b>               | Seller:          | Intune Collective, LLC         |
| Primary Contact: | <b>Chief Bryan Craig</b>                           | Primary Contact: | Christine Hildebrand           |
| Address:         | Hercules Station #76,<br>1680 Refugio Valley Road, | Address:         | 69 Bahama Reef                 |
| City, State, Zip | Hercules, CA 94547                                 | City, State, Zip | Novato, CA 94949               |
| Telephone:       | 925.766.6335                                       | Telephone:       | 888-822-4730                   |
| Email:           | craig@rhfd.org                                     | Email:           | christine@intunecollective.com |

**1. CONTACTS:** Chief Bryan Craig

**2. SERVICES DESCRIPTION:** Intune will provide the following Services to Client pursuant to the Agreement, this SOW and as further attached hereto. Intune will provide Marketing Communications, Public & Media Relations Consulting, Marketing Outreach and Community Information, as further described herein.

**3. INTUNE PERSONNEL:**

- o Christine Hildebrand, CEO
- o Lisa Hardy, Head of Design and Branding

#### 4. PROJECT WORK PLAN

| Project Work Plan   | Fee                   | Timeframe   |
|---|-----------------------|---|
| <p><b>Phase #1: Project Planning and Management</b><br/> <b>Internal Due Diligence and Ongoing Project Consultation</b></p> <ul style="list-style-type: none"> <li>● <b>TEAM COLLABORATION</b> <ul style="list-style-type: none"> <li>○ Meetings w/ Chief Bryan Craig - Identify Success Outcomes</li> <li>○ Internal Documents and Situational Review</li> <li>○ Collaborate w/ Steve Hill - Board Chair and Public Information Officer</li> <li>○ Collaborate w/ Damon Covington - Vice Chair</li> </ul> </li> <li>● <b>WORK PLAN DEVELOPMENT</b> <ul style="list-style-type: none"> <li>○ Develop Preliminary Project Work Plan + Timeline in concert with the Chief</li> <li>○ Develop a Project Name, Campaign Title</li> <li>○ Rename Annexation to Expansion or something future positive, and uplifting</li> <li>○ Identification of Key Community Influencers, Build Connections as Project Advocates</li> </ul> </li> <li>● <b>CONSULTING + PROJECT MANAGEMENT</b> <ul style="list-style-type: none"> <li>○ Weekly 1:1 Project Update Meetings with the Chief</li> <li>○ Establishment of a Google Doc with Project Updates and Calendar</li> <li>○ Ongoing Project Consulting and Email Updates</li> </ul> </li> </ul> | <p><b>\$7,350</b></p> | <p><b>Ongoing 6/1 - 8/1</b></p>                     |
| <p><b>Phase #2: PROJECT PLANNING AND COMMUNICATION</b><br/> <b>Campaign Development + Planning, Findings Report Relevance, Marketing Channel Identification</b></p> <ul style="list-style-type: none"> <li>● <b>AP TRITON - FINDINGS REPORT INTEGRATION</b> <ul style="list-style-type: none"> <li>○ Review of Findings Report, participation in meetings, consult team on strategy discussions</li> <li>○ Identification of critical findings in relationship to project goals and shaping of communication and campaign approach</li> <li>○ Consult with Chief Craig on top line strategy of outreach based on findings and recommended approach</li> </ul> </li> <li>● <b>CAMPAIGN DEVELOPMENT + CHANNEL IDENTIFICATION</b> <ul style="list-style-type: none"> <li>○ Marketing Campaign Development, Design, Staging and Calendar</li> <li>○ Create Campaign Visual Collateral - Social Media Ads, Website/Eventbrite Headers, Flyer</li> <li>○ Identify and Develop Marketing Outreach Channels</li> <li>○ Social Media Channel Identification/Set Up: FB, LinkedIn, Instagram</li> <li>○ Nextdoor, Patch</li> <li>○ Community Bulletins and Billboards</li> </ul> </li> </ul>  | <p><b>\$5,500</b></p> | <p><b>Week of 6/21</b><br/> <b>Week of 6/28</b></p> |



|  |                       |   |
|--|-----------------------|---|
| <ul style="list-style-type: none"> <li>● <b>BOARD MEETINGS - Guidance and Support</b> <ul style="list-style-type: none"> <li>○ Meeting Attendance, Project Consulting and Board Updates for monthly meetings on 2nd Wednesdays in July and August 2021 - 7/14 and 8/11</li> </ul> </li> </ul>  |                       |   |
| <p><b>Phase #3: COMMUNICATION STRATEGY</b></p> <ul style="list-style-type: none"> <li>● <b>Develop Communication Strategy and Key Message Development</b> <ul style="list-style-type: none"> <li>○ Design in collaboration with Chief Craig and Chairman Hill to assure communication is both aligned with department protocols, findings report, and achieves project goals</li> <li>○ Managing the narrative, building community engagement, understanding and support, advocating for department-community relationship and connection</li> </ul> </li> <li>● <b>Develop Key Messages</b> <ul style="list-style-type: none"> <li>○ Distribute and Inform all Stakeholders to assure continuity of messaging</li> </ul> </li> <li>● <b>Development of Website Information URL</b> <ul style="list-style-type: none"> <li>○ Design and Development Landing Page</li> <li>○ Content to Include: Event Notices, Set up Public Information Page</li> </ul> </li> </ul>   | <p><b>\$3,500</b></p> | <p><b>Week of 6/7 -<br/>Week of 6/28</b></p>                                |
| <p><b>Phase #4: MARKETING AND COMMUNITY OUTREACH</b></p> <ul style="list-style-type: none"> <li>● <b>Execute Marketing/Community Outreach Program</b> <ul style="list-style-type: none"> <li>○ Educate residents, engage the community, and build connections between Rodeo-Hercules Community Residents and the Fire District.</li> <li>○ Manage and Oversee deployment</li> <li>○ Track and Report on Progress</li> </ul> </li> <li>● <b>COMMUNITY ENGAGEMENT</b> <ul style="list-style-type: none"> <li>○ Online Town Hall Meetings: featuring Chief Craig and Board Members</li> <li>○ Set up Public Outreach Event(s) to education and inform local residents on report findings and to gather input</li> <li>○ Host + Facilitate Events, Create Findings Report based on Town Hall Discussions</li> <li>○ Website Landing Page: Development and deployment of URL with resources and information, post event recording, all marketing outreach to link back to this URL</li> <li>○ Social Media: Facebook, LinkedIn, Instagram, NextDoor, Patch</li> <li>○ Community Billboards: District Billboards, Grocery Stores, Town Calendars, Local Outlets, and more</li> </ul> </li> </ul> | <p><b>\$4,550</b></p> | <p><b>Week of 7/12<br/>Week of 7/19<br/>Week of 7/26<br/>Ending 8/1</b></p> |

**5. FEE, PAYMENT SCHEDULE:**

A. **Fee:** In consideration for Intune's completion of Services and provision of Deliverables under this SOW, Client will pay Intune the total amount of \$20,900 (the "Fee") in accordance with the following Fee Payment Schedule:

| Project                     | Fee      | Estimated Delivery | Invoice Date (net 30) |
|-----------------------------|----------|--------------------|-----------------------|
| Project 1<br>Payment 1 of 2 | \$10,500 | June/July          | June 1                |
| Project 1<br>Payment 2 of 2 | \$10,400 | July/August 1st    | July 15th             |

\*Services of Intune Personnel beyond the scope of Services and Deliverables stated in this SOW shall be invoiced to the client at \$275.00 per hour.

**Invoices:** Intune will include in each invoice a reference to the Project(s) to which the invoice applies. Intune will also submit documentation (i.e., copies of receipts and third party invoices) necessary for Client to substantiate all invoiced costs/expenses. Client shall pay each invoice within thirty (30) calendar days from receipt. Invoices outstanding after 30 days will be subject to a 2% per month interest charge. Payments made via electronic bank transfer. Checks can be made payable to Intune Collective, LLC and mailed to: 69 Bahama Reef, Novato, CA 94949.

**6. TERM:** This SOW will begin on the Effective Date of this SOW and shall continue until August 1, 2021 unless revised via mutual agreement of the Parties or terminated earlier in accordance with the Agreement.

**7. CHANGE ORDERS:** No change or modification to this SOW shall be effective or binding except as expressly set forth in a written Change Order agreed upon by both Parties. A Change Order to this SOW may be agreed upon by the Parties by email confirmation containing the terms of such Change Order, which writing shall be attached hereto and incorporated herein. The Parties agree that a significant revision to this SOW may require preparation and mutual execution of a superseding SOW, which SOW shall be attached and incorporated into the Agreement.

g. In the event of any action, suit or proceeding arising from or based upon this Agreement brought by either Party against the other, the prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees in connection therewith, in addition to the costs of such action, suit or proceeding.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work which is incorporated into the Agreement of the Parties. This Statement of Work is effective as of the SOW Effective Date stated above.

**CONSENTED AND AGREED TO:**

**CLIENT:**

  
\_\_\_\_\_  
Chief Bryan Craig  
Rodeo - Hercules Fire District

6-7-21  
\_\_\_\_\_  
DATE

**INTUNE:**

  
\_\_\_\_\_  
Christine Hildebrand  
Chief Executive Officer  
Intune Collective, LLC

6/1/21  
\_\_\_\_\_  
DATE

Office: 888-822-4730 Cell: 415.271.0563  
[christine@intunecollective.com](mailto:christine@intunecollective.com)



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[1] To the extent that any Deliverables contain any materials owned or controlled by third parties ("Third Party Materials"), Intune will undertake best efforts to identify such Third Party Materials at the time of delivery to Client.