

## CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”), is made this 1st day of September, 2022, by and between the CITY OF LONG BEACH, a New York municipal corporation with offices located at 1 West Chester Street, Long Beach, New York 11561 (“City”) and LIFE IS SWEET MEDIA, LLC, a Domestic Limited Liability Company with an address at P.O. Box 241, Atlantic Beach, New York 11509 (“Consultant”). City and Consultant may be referred to collectively as “Parties” and sometimes referenced individually as “Party”.

### RECITALS:

A. City is currently seeking strategic communication services and assistance with press, media, and public relations efforts to obtain and highlight coverage of news worthy events and stories, and to attract sponsorship opportunities for City programs and events.

B. Consultant proffers her expertise in said field and shall provide the City with the service outlined in ¶ 3, *infra*.

C. The City wishes to retain the professional services of Consultant.

ACCORDINGLY, the Parties agree as follows:

1. Recitals. The foregoing preambles and all other recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Term. The initial term of this Agreement shall commence on the date set forth in the preamble and end on July 31, 2023. Upon expiration of the initial term, the Parties may extend this agreement for two (2) additional one (1) year terms (“Optional Renewal Periods”) upon mutual consent of both parties, subject to City Council approval. Any additional services (“Scope”) and associated fees proposed for an Optional Renewal Period must be mutually agreed upon by the Parties, and is subject to City Council Approval in accordance with the City of Long Beach Procurement Policy.

3. Consulting Activities. Consultant shall provide the following services to be performed on request by the City Manager:

- a. Strategic communication services and assistance with press, media, and public relations;
- b. Work with in-house public and media relations teams to guide and build content and strategy across all media platforms;
- c. Work to identify feature stories for earned media and/or City platforms and present said stories to local and regional news/media organizations to obtain media coverage of same; and
- d. Identify and attract sponsorship opportunities for programs, projects, and events.

4. Compensation.

- a. In consideration for the services outlined in Section 3, the City shall pay Consultant a set monthly fee of Two Thousand Eighty Three Dollars and Thirty Three Cents (\$2,083.33) payable on the first day of the month for the preceding month (e.g. payment for August 2022 shall be made on or before September 1, 2022). Consultant's annual compensation shall equal Twenty Five Thousand Dollars (\$25,000.00).
- b. In addition, Consultant is entitled to fifteen percent (15%) of any gross sponsorship revenue that the consultant secures ("Commission"). Upon securing a sponsorship(s), Consultant shall provide a notice to the City ("Sponsorship Notice"), identifying the sponsorship(s) and the total amount of said sponsorship monies. Along with the Sponsorship Notice, Consultant shall provide an invoice, identifying the respective sponsorship, for 15% of the sponsorship monies that Consultant secured. Thereafter, Commission payment(s) shall be made within 30 days following the City's receipt of any such sponsorship monies. In the event the City does not actually receive the monies from a sponsor, no such Commission shall be payable to Consultant.

5. Confidentiality. Consultant understands and acknowledges that in the course of providing services to the City it will have access to sensitive and confidential information. Consultant shall maintain the confidentiality of such information and shall not disclose any such information to any third parties, except as otherwise required by applicable law or by the order of a court of competent jurisdiction.

6. Termination. Consultant understands that the City may terminate this Agreement with or without cause, upon notice to Consultant in writing. Upon Consultant's voluntary or involuntary termination, Consultant agrees to immediately return all City property, information, and materials. If Consultant fails to do so, then the City may, in its sole discretion, deduct from its final payment the replacement value of such items and any other amounts owed to the Consultant.

7. Independent Contractor. In performing, directing, or otherwise managing its respective duties and obligations hereunder, Consultant shall be deemed to be acting as an independent contractor and nothing herein shall be considered or deemed to establish or otherwise create a relationship of employer and employee, principal and agent, partnership, agency, or joint venture as between the Parties, or between either Party and any employee or subcontractor of the other Party. Each Party shall at all times maintain complete control over its own employees and operations, including the activities of its instructors, agents, representatives, invitees and volunteers and shall be responsible for all payments to and claims by any of its employees, instructors, agents, representatives, invitees and volunteers in connection with the services provided by the Consultant.

8. Tax Liability. Consultant understands and agrees that it shall be responsible for all

applicable state and/or federal taxes applicable to the compensation received from this Agreement and the City shall issue to Consultant the appropriate IRS 1099 statement for tax filing purposes.

9. Indemnification. Consultant hereby agrees to defend, indemnify, and to hold harmless the City and its agents, Council members, representatives, employees, contractors, and invitees from and against any claim, liability, cause of action, lawsuit, loss, damage, cost, or expense (including, without limitation, reasonable attorney's fees and court costs) (collectively the "Losses") arising out of Consultant's negligent acts or omissions in the performance of Consultant's obligations under this Agreement and Consultant further agrees to pay all costs and expenses (including reasonable attorneys' fees and court costs) incurred by the City in enforcing this indemnity.

10. Insurance. Throughout the duration of this Agreement, Consultant shall maintain, at its sole cost and expense, the following insurance coverage:

- a. Workers' compensation insurance with no less than the minimum limits required by Applicable Law;
- b. employer's liability insurance with such limits as required by Applicable Law; and
- c. Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- d. Professional liability insurance with a minimum limit of \$1,000,000.00 per occurrence

All such policies shall be endorsed to include the City as an additional insured.

11. Notices. Unless otherwise indicated in a particular section, all notices pursuant to this Agreement shall be in writing and shall be delivered in person or sent by USPS Certified Mail, Return Receipt Requested to the address of the Party as set in the preamble to this Agreement or such other address as such Party has designated. Any notice shall be deemed received upon delivery, if in person, and three (3) days after deposit with the United States Postal Service.

12. Adherence to Law. Consultant agrees to fully comply, and remain in compliance, with all Federal, State and Local laws, codes, and ordinances. Nothing in this agreement shall prevent the City from updating, changing, or modifying its laws, policies, charter, code or ordinances.

13. Miscellaneous.

a. *Entire Agreement.* This Agreement sets forth all the promises, agreements and understandings between the Parties with respect to the subject matter hereof. It is further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by all of the Parties hereto.

b. *No Assignment.* This Agreement may not be assigned.

c. *No Subcontracting.* Consultant shall not subcontract any portion of Consultant's services under this Agreement without the City's prior written consent.

d. *Governing Law.* Any controversy or claim arising from or relating in any way to this Agreement shall be governed and controlled by the laws of the State of New York.

e. *Invalidity of Particular Provision.* If any term or provision of this Agreement or the application hereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

f. *No Sole Drafter.* Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against any Party as drafter.


g. *Paragraph Headings.* The paragraph headings in this Agreement are for convenience only and shall not limit or be deemed to construe or interpret the terms and provisions of this Agreement.

h. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Facsimile, photocopy, PDF or other copied signatures shall be treated as original signatures for all purposes of this Agreement.

**(Signature Page Immediately Below)**

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first set forth above.

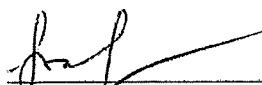
**CITY OF LONG BEACH**



---

Donna M. Gayden  
City Manager

**LIFE IS SWEET MEDIA, LLC**



---

Stacey Sweet  
Owner