

1 AGREEMENT

2 **29900**

3 THIS AGREEMENT ("Agreement") is entered into on June 20,
4 2006, between the CITY OF LONG BEACH, a municipal corporation ("City"), and
5 PREMIER PARTNERSHIPS, INC., a California corporation, with a place of business at
6 1875 Century Park East, Suite 1025, Los Angeles, California 90067 ("Consultant").

7 Recitals:

8 A. The City requires specialized marketing and commercial sales
9 representation services requiring professional skills to be performed in connection with
10 the City's marketing and promotional programs ("Project").

11 B. City has ascertained that Consultant and its employees are
12 qualified, licensed, if so required, and experienced in performing such services.

13 C. City desires to have Consultant perform these services.

14 THE PARTIES AGREE as follows:

15 1. SCOPE OF WORK OR SERVICES.

16 A. Consultant shall furnish specialized services more
17 particularly set forth in Exhibit "A" attached to this Agreement in accordance with the
18 standards of the profession, and City shall pay for these services from time to time, in
19 due course of payments, as set forth in Exhibit "B" attached to this Agreement.
20 However, such payments shall not exceed One Million Dollars (\$1,000,000) during the
21 term of this Agreement. In the event payment to Consultant is projected to exceed One
22 Million Dollars (\$1,000,000), it would require pre-approval in writing from the City
23 Manager.

24 B. Consultant may select the time and place of performance
25 under this Agreement provided, however, that access to City documents, records, and
26 the like, if needed by Consultant, shall be available only during City's normal business
27 hours.

28 ///

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 C. City shall pay Consultant in due course of payments
2 following receipt from Consultant and approval by City of invoices showing the services
3 performed. Consultant shall certify on the invoices that Consultant has performed the
4 services in full conformance with this Agreement and is entitled to receive payment.
5 Each invoice shall be accompanied by a progress report indicating the progress to date
6 of services performed and covered by the invoice, including a brief statement of any
7 Project problems and potential causes of delay in performance, and listing those
8 services that are projected for performance by Consultant during the next invoice cycle.

9 2. TERM. The term of this Agreement shall commence at 12:01 a.m.,
10 on JUNE 20, 2006, and shall terminate at midnight on JUNE 19,
11 2007, unless sooner terminated as provided in this Agreement, or unless the services to
12 be performed under this Agreement or the Project is completed sooner. The term may
13 be extended for an additional year at the discretion of the City Manager.

14 3. COORDINATION AND ORGANIZATION.

15 Consultant shall coordinate performance under this Agreement with
16 City's representative and shall advise and inform City's representative of the work in
17 progress on the Project in sufficient detail so as to assist City's representative in making
18 presentations and in holding meetings for the exchange of information. For the
19 purposes of this Agreement, Consultant's key employee is Randy Bernstein. Any
20 change to the designated key employee must receive City's prior written permission.
21 For purposes of this Agreement, the City's key employee is Robert Swayze.

22 4. INDEPENDENT CONTRACTOR. In performing services under this
23 Agreement, Consultant is and shall act as an independent contractor and not an
24 employee, representative, or agent of City. Consultant shall have control of
25 Consultant's work and the manner in which it is performed. Consultant shall be free to
26 contract for similar services to be performed for others during this Agreement provided,
27 however, that Consultant acts in accordance with Section 9 and Section 11 of this
28 Agreement. Consultant acknowledges and agrees that a) City will not withhold taxes of

1 any kind from Consultant's compensation, b) City will not secure workers' compensation
2 or pay unemployment insurance to, for or on Consultant's behalf, and c) City will not
3 provide and Consultant is not entitled to any of the usual and customary rights, benefits
4 or privileges of City employees. Consultant expressly warrants that neither Consultant
5 nor any of Consultant's employees or agents shall represent themselves to be
6 employees or agents of City.

7 5. INSURANCE. Consultant shall procure and maintain at
8 Consultant's expense for the duration of this Agreement from an insurance company
9 that is admitted to write insurance in California or that has a rating of or equivalent to
10 A:VIII by A.M. Best & Company the following insurance:

11 (a) Comprehensive general liability insurance or self-insurance
12 naming the City, its officials, employees, and agents as additional insureds from
13 and against claims, demands, causes of action, expenses, costs, or liability for
14 injury to or death of persons, or damage to or loss of property arising out of or in
15 any manner connected with Consultant's operations or performance under this
16 Agreement in an amount not less than One Million Dollars (\$1,000,000)
17 combined single limit for each occurrence or Two Million Dollars (\$2,000,000)
18 general aggregate.

19 (b) Workers' Compensation insurance as required by the Labor
20 Code of the State of California.

21 (c) Automobile liability insurance in an amount not less than
22 Five Hundred Thousand Dollars (\$500,000) combined single limit per accident
23 for bodily injury and property damage covering owned, non-owned and hired
24 vehicles.

25 Any self-insurance program or self-insured retention must be
26 separately approved in writing by City and shall protect the City, its officials, employees
27 and agents in the same manner and to the same extent as they would have been
28 protected had the policy or policies not contained retention provisions. Each insurance

1 policy shall be endorsed to state that coverage shall not be suspended, voided or
2 canceled by either party except after thirty (30) days' prior written notice to City, and
3 shall be primary and not contributing to any other insurance or self-insurance
4 maintained by City.

5 Consultant shall deliver to City certificates of insurance and original
6 endorsements for approval as to sufficiency and form prior to the start of performance
7 under this Agreement. The certificate and endorsements for each insurance policy
8 shall contain the original signature of a person authorized by that insurer to bind
9 coverage on its behalf. "Claims made" policies of insurance are not acceptable unless
10 the City Risk Manager determines that "occurrence" policies are not available in the
11 market for the risk being insured. If a "claims made" policy is accepted, it must provide
12 for an extended reporting period of not less than one hundred eighty (180) days. Such
13 insurance as required by this Agreement shall not be deemed to limit Consultant's
14 liability relating to performance under this Agreement. City reserves the right to require
15 complete certified copies of all these policies at any time. Any modification or waiver of
16 the insurance requirements in this Agreement shall only be made with the approval of
17 the City Risk Manager.

18 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
19 contemplates the personal services of Consultant and Consultant's employees, and the
20 parties acknowledge that a substantial inducement to City for entering into this
21 Agreement was and is the professional reputation and competence of Consultant and
22 Consultant's employees. Consultant shall not assign its rights or delegate its duties
23 under this Agreement, or any interest in this Agreement, or any portion it, without the
24 prior approval of City, except that Consultant may with the prior approval of the City
25 Manager, assign any moneys due or to become due the Consultant under this
26 Agreement. Any attempted assignment or delegation shall be void, and any assignee
27 or delegate shall acquire no right or interest by reason of such attempted assignment or
28 delegation. Nothing stated in this Section 6 shall prevent Consultant from employing as

1 many employees as Consultant deems necessary for performance of this Agreement.

2 7. CONFLICT OF INTEREST. Consultant, by executing this
3 Agreement, certifies and shall obtain similar certifications from Consultant's employees
4 and approved subcontractors that, at the time Consultant executes this Agreement and
5 for its duration, Consultant does not and will not perform services for any other client
6 which would create a conflict, whether monetary or otherwise, as between the interests
7 of City and the interests of such other client.

8 8. MATERIALS. Consultant shall furnish all labor and supervision,
9 supplies, material, tools, machinery, equipment, appliances, transportation, and
10 services necessary to or used in the performance of Consultant's obligations under this
11 Agreement.

12 9. OWNERSHIP OF DATA. All materials, information and data
13 prepared, developed, or assembled by Consultant or furnished to Consultant in
14 connection with this Agreement, including but not limited to documents, estimates,
15 calculations, studies, maps, graphs, charts, computer disks, computer source
16 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
17 information, material, and memorandum ("Data") shall be the exclusive property of City.
18 Data shall be given to City, and City shall have the unrestricted right to use and disclose
19 the Data in any manner and for any purpose without payment of further compensation
20 to Consultant. Copies of Data may be retained by Consultant but Consultant warrants
21 that Data shall not be made available to any person or entity for use without the prior
22 approval of City. This warranty shall survive termination of this Agreement for five (5)
23 years. Consultant's obligation with regard to the provision of Data to City shall not apply
24 to Data (a) prepared by design professionals other than Consultant, or (b) use of a
25 program such as Word or other word-processing or graphic program purchased or
26 leased by Consultant under license from another source. City shall obtain its own
27 computer programs if required to use the Data to read or reproduce Data provided by
28 Consultant or its subcontractors. Any reuse or modification by City of any such

1 documents for purposes other than this Agreement without Consultant's prior approval
2 shall be at the City's sole risk and liability.

3 10. TERMINATION. City may terminate this Agreement without
4 cause by sending one hundred twenty (120) days' written notice of termination to
5 Consultant and then paying, in a single payment, an amount equal to the retainer due
6 under this Agreement through and including the effective date of termination.
7 Consultant shall also have the right to terminate this Agreement without cause by
8 sending City one hundred twenty (120) days' written notice of termination. City
9 understands that its obligation to pay commissions to Consultant extends beyond the
10 term of this Agreement. City further agrees to pay the amounts due as described in this
11 Agreement as commissions on transactions relating to the Commercial Exploitation
12 Rights (as described in Attachment "B" hereto) regardless of whether such
13 consideration is received before or after any termination of this Agreement.

14 In the event Consultant or any employee of Consultant performing
15 services on behalf of Consultant for the benefit of City breaches this Agreement, City
16 will have the right to terminate this Agreement in addition to other rights or remedies
17 which City may have under this Agreement, at law or in equity. In the event City or any
18 employee breaches this Agreement, Consultant will have the right to terminate this
19 Agreement in addition to other rights or remedies which Consultant may have under this
20 Agreement, at law or in equity. A party will not be in breach hereof unless such party
21 has first been notified in writing by the other party of the alleged breach and the notified
22 party has failed to substantially cure the alleged breach within twenty (20) days
23 following receipt of such notice.

24 11. CONFIDENTIALITY. Consultant shall keep the Data confidential
25 and shall not disclose the Data or use the Data directly or indirectly other than in the
26 course of services provided hereunder during the term of this Agreement and for five
27 (5) years following expiration or termination of this Agreement without the consent of
28 City. In addition, Consultant shall keep confidential all information, whether written,

1 oral, or visual, obtained by any means whatsoever in the course of Consultant's
2 performance hereunder for the same period of time. Consultant shall not disclose any
3 or all of the Data to any third party, nor use it for Consultant's own benefit or the benefit
4 of others except for the purpose of this Agreement.

5 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable
6 for a breach of confidentiality with respect to Data that:

7 (a) Consultant demonstrates Consultant knew prior to the time
8 City disclosed it; or

9 (b) Is or becomes publicly available without breach of this
10 Agreement by Consultant; or

11 (c) A third party who has a right to disclose does so to
12 Consultant without restrictions on further disclosure; or

13 (d) Must be disclosed pursuant to subpoena or court order.

14 13. AMENDMENT. This Agreement, including all exhibits, shall not be
15 amended, nor any provision or breach hereof waived, except in writing signed by the
16 parties which expressly refers to this Agreement.

17 14. GOVERNING LAW. This Agreement shall be governed by and
18 construed pursuant to the laws of the State of California (except those provisions of
19 California law pertaining to conflicts of laws).

20 15. ENTIRE AGREEMENT. This Agreement, including all exhibits,
21 constitutes the entire understanding between the parties and supersedes all other
22 agreements, oral or written, with respect to the subject matter herein.

23 16. INDEMNITY. Consultant shall protect, defend, indemnify and hold
24 the City, its officials, employees, and agents (collectively in this Section referred to as
25 "City") harmless from and against any and all claims, demands, causes of action,
26 losses, damages, and liabilities, whether or not reduced to judgment, which may be
27 asserted against City arising from or attributable to or caused directly or indirectly by
28 Consultant, Consultant's employees, or agents in the performance of work under this

1 Agreement, or any alleged negligent or intentional act, omission or misrepresentation
2 by Consultant, Consultant's employees or agents, which act, omission or
3 misrepresentation is connected in any way with performance of work under this
4 Agreement. If it is necessary for purposes of resisting, adjusting, compromising,
5 settling, or defending any claim, demand, cause of action, loss, damage, or liability, or
6 of enforcing this provision, for City to incur or to pay any expense or cost, including
7 attorney's fees or court costs, Consultant agrees to and shall reimburse City within a
8 reasonable time. Consultant shall give City notice of any claim, demand, cause of
9 action, loss, damage or liability within ten (10) calendar days.

10 City shall protect, defend, indemnify and hold Consultant, its
11 employees, directors, agents, representatives, and attorneys (collectively in this section
12 referred to as "Consultant") harmless from and against any and all claims, demands,
13 causes of action, losses, damages, and liabilities, whether or not reduced to judgment,
14 which may be asserted against Consultant arising from or attributable to or caused
15 directly or indirectly by City, City's employees, officials, or agents in the performance of
16 work under this Agreement, or any alleged negligent or intentional act, omission or
17 misrepresentation by City, City's employees, officials, or agents, which act, omission or
18 misrepresentation is connected in any way with performance of work under this
19 Agreement. If it is necessary for purposes of resisting, adjusting, compromising,
20 settling, or defending any claim, demand, cause of action, loss, damage, or liability, or
21 of enforcing this provision, for Consultant to incur or to pay any expenses or cost,
22 including, but not limited to attorney's fees or court costs, City agrees to and shall
23 reimburse Consultant within a reasonable time. City shall give Consultant notice of any
24 claim, demand, cause of action, loss, damage or liability within ten (10) calendar days.

25 17. AMBIGUITY. In the event of any conflict or ambiguity between this
26 Agreement and any exhibit, the provisions of this Agreement shall govern.

27 18. COSTS. If there is any legal proceeding between the parties to
28 enforce or interpret this Agreement or to protect or establish any rights or remedies

1 hereunder, the prevailing party shall be entitled to its costs and expenses, including
2 reasonable attorneys' fees.

3 19. In connection with performance of this Agreement and subject to
4 federal and state laws, rules and regulations, Consultant shall not discriminate in
5 employment or in the performance of this Agreement on the basis of race, religion,
6 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or
7 disability. Consultant shall ensure that applicants are employed, and that employees
8 are treated during their employment, without regard to these bases. Such actions shall
9 include, but not be limited to, the following: Employment, upgrading, demotion or
10 transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or
11 other forms of compensation, and selection for training, including apprenticeship.

12 It is the policy of City to encourage the participation of
13 Disadvantaged, Minority and Women-owned Business Enterprises in City's
14 procurement process, and Consultant agrees to use its best efforts to carry out this
15 policy in the award of all approved subcontracts to the fullest extent consistent with the
16 efficient performance of this Agreement. Consultant may rely on written
17 representations by subcontractors regarding their status.

18 Compliance with the Americans with Disabilities Act of 1990 shall
19 be the sole responsibility of Consultant, and Consultant shall defend and hold the City
20 harmless from any expense or liability arising from Consultant's non-compliance
21 therewith.

22 20. REPORTING. Each June and December, or in the case of short-
23 term contracts, prior to application for final payment, Consultant agrees to submit
24 information relating to Consultant's and Consultant's subcontractors' status as to
25 Minority-Owned Business Enterprises ("MBE"), Women-Owned Business Enterprises
26 ("WBE") and Disadvantaged Business Enterprises ("DBE"), as defined in Section 8 of
27 the Small Business Act (15 U.S.C. § 637).

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1 21. NOTICES. Any notice or approval required under this Agreement
2 by either party shall be in writing and personally delivered or deposited in the U.S.
3 Postal Service, first class, postage prepaid, addressed to Consultant at the address first
4 stated above, and to the City at 333 West Ocean Boulevard, 13th Floor, Long Beach,
5 California 90802. Notice of change of address shall be given in the same manner as
6 stated in this Agreement for other notices. Notice shall be deemed given on the date
7 deposited in the mail or on the date personal service is obtained, whichever first occurs.

8 22. COPYRIGHTS AND PATENT RIGHTS.

9 A. Consultant shall place the following copyright protection on
10 all Data: © City of Long Beach, California 2006.

11 B. City reserves the exclusive right to seek and obtain a patent
12 or copyright registration on any Data or other result arising from Consultant's
13 performance of this Agreement.

14 C. Consultant warrants that to the best of its knowledge and
15 belief the Data does not violate or infringe any patent, copyright, trade secret or other
16 proprietary right of any other party. Consultant agrees to and shall protect, defend,
17 indemnify and hold City, its officials and employees harmless from any and all claims,
18 demands, damages, loss, liability, causes of action, costs or expenses (including
19 reasonable attorneys' fees) whether or not reduced to judgment, arising from any
20 breach or alleged breach of this warranty. Consultant's warranty and agreement to
21 indemnify City with regard to the violation or infringement of any patent, copyright, trade
22 secret or other proprietary right regarding the use of Data shall not apply to Data (a)
23 prepared by design professionals other than Consultant, or (b) use of a program such
24 as Word or other word-processing or graphic program purchased or leased by
25 Consultant under license from another source. City shall obtain its own computer
26 programs if required to use the Data to read or reproduce Data provided by Consultant
27 or its subcontractors.

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1 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
2 that Consultant has not employed or retained any entity or person to solicit or obtain
3 this Agreement and that Consultant has not paid or agreed to pay any entity or person
4 any fee, commission, or other monies based on or from the award of this Agreement. If
5 Consultant breaches this warranty, City shall have the right to terminate this Agreement
6 immediately notwithstanding the provisions of Section 10 hereof or, in its discretion, to
7 deduct from payments due under this Agreement or otherwise recover the full amount
8 of such fee, commission, or other monies.

9 24. WAIVER. The acceptance of any services or the payment of any
10 money by City shall not operate as a waiver of any provision of this Agreement, or of
11 any right to damages or indemnity stated in this Agreement. The waiver of any breach
12 of this Agreement shall not constitute a waiver of any other or subsequent breach of
13 this Agreement.

14 25. CONTINUATION. Termination or expiration of this Agreement
15 shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7,
16 10, 11, 17, 19, 23, and 29 prior to termination or expiration of this Agreement, and shall
17 not extinguish any warranties hereunder.

18 26. TAX REPORTING. As required by federal and state law, City is
19 obligated to and will report the payment of compensation to Consultant on Form 1099-
20 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
21 resulting from payments under this Agreement. Consultant's Employer Identification
22 Number is [REDACTED] Consultant acknowledges and agrees that City has no
23 obligation to pay Consultant under this Agreement until Consultant provides the above-
24 mentioned number.

25 27. ADVERTISING. Consultant shall not use the name of City, its
26 officials or employees in any advertising or solicitation for business, nor as a reference,
27 without the prior approval of the City Manager or designee.

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Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 28. AUDIT. City shall have the right at all reasonable times during the
2 term of this Agreement and for a period of five (5) years after termination or expiration
3 of this Agreement to examine, audit, inspect, review, extract information from, and copy
4 all books, records, accounts, and other documents of Consultant relating to the projects
5 performed by Consultant pursuant to this Agreement.

6 29. NO PECULIAR RISK. Consultant acknowledges and agrees that
7 the services to be performed under this Agreement do not constitute a peculiar risk of
8 bodily harm and that no special precautions are required to perform the services.

9 30. THIRD PARTY BENEFICIARY. This Agreement is intended by the
10 parties to benefit themselves only and is not in any way intended or designed to or
11 entered for the purpose of creating any benefit or right for any person or entity of any
12 kind that is not a party to this Agreement.

13 THE PARTIES have executed this Agreement as of the date first provided
14 above.

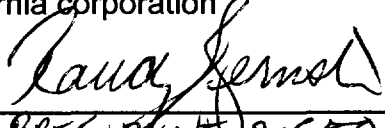
CITY OF LONG BEACH, a municipal
corporation

17 JUNE 20, 2006

By 
City Manager
CITY


PREMIER PARTNERSHIP, INC.,
a California corporation

24 _____, 2006

By 
Title PRESIDENT & CEO

26 _____, 2006

By _____
Title _____

CONSULTANT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 9-18-06, before me,

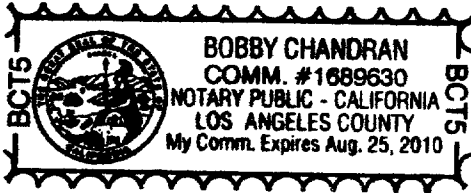
} ss. Bobby Chandran, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

RANDY BEERSTEIN
Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Bobby Chandran
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
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Signer Is Representing: _____

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Telephone (562) 570-2200

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Approved as to form this 25th day of September, 2006.

ROBERT E. SHANNON, City Attorney

By 
Assistant

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06-00356

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall provide certain consulting services in connection with the commercial development of Long Beach citywide assets and to provide commercial sales representation services and advice regarding sponsorship and other marketing platforms with respect to City. Also, other marketing properties acquired or developed in connection with the City, and/or included in marketing programs for Consultant during the term of this Agreement, including without limitation, other city events, youth sports associations, entertainment and music related programs, street banner, freeway marquee's and other commercial opportunities ("Commercial Exploitation Rights").

In connection with the Commercial Exploitation Rights:

1. Consultant shall assist in maximizing the City's revenues and recognition through an integrated sales process.
2. Consultant shall assist in the sales process for exceeding mutually agreed upon revenue goals.
3. Consultant shall participate in the development of the City's corporate sales strategy, including, pricing, inventory creation, packaging, category development, lead generation, presentation materials, communication strategy, physical presentation, management of sponsorship assets and sales reporting. This agreement does not include sponsorship implementation and servicing. Consultant would expect either the City use existing resources, hire additional support or secure outside consultant for these mandatory services. Consultant has the capabilities to professionally handle the needed sponsorship implementation and servicing and is available to be considered for this role.

EXHIBIT "B"
FEE SCHEDULE

A. Retainer

The City will pay to Consultant a services fee of Ten Thousand Dollars (\$10,000) per month during the term of this Agreement. The fee is due and payable in advance at the beginning of each month.

B. Commissions

The City will pay to Consultant commissions on: (a) total gross cash revenues secured under any agreement or arrangement entered by the City for Commercial Exploitation Rights; plus (b) the cash equivalent value of any barter or value-in-kind included as part of the consideration in any agreement or arrangement for Commercial Exploitation Rights which is approved in advance by the City (collectively "CER Revenues"). (Should the City receive barter or value-in-kind which is not approved for a cash commission, then Consultant shall have the option to receive the applicable percentage of such barter or value-in-kind as its commission.) The commission amount due to Consultant shall be determined based on revenues secured by written agreement (cumulatively during the life of this Agreement), and shall be equal to fifteen percent (15%). Commissions will be due during the term of this Agreement and thereafter pursuant to any agreement or arrangement respecting the Commercial Exploitation Rights secured by Consultant, the City or any third party that commences:

(a) during the term of this Agreement, or

(b) within twenty-four (24) months after termination for companies targeted during the term of this Agreement which appear on Consultant's "Pipeline Report" submitted periodically to the City during the term of the Agreement ("Pipeline"), whether CER Revenues are received during or after the term of this Agreement, or

(c) a ten percent (10%) commission on renewals of sponsorship agreements for CER Revenues attributed to those renewal agreements during or

after the term by companies initially secured during the term.

(d) commissions will be earned by Consultant as CER Revenues are due to the City, and will be paid by the City to Consultant on a monthly basis by the last day of each month.

C. Expenses

The City will reimburse Consultant, on a monthly basis, for all reasonable, direct, out-of-pocket expenses incurred by Consultant in connection with Consultant's performance of this Agreement, including, without limitation, printing, travel and other pre-approved business expenses. Consultant will submit expense reports to City on a monthly basis.