

# PERSONAL SERVICES AGREEMENT

## AGREEMENT WITH THE CITY OF LANCASTER AND SANTANA ANNE, THE ADVERTISING COMPANY

**THIS AGREEMENT** (the "Agreement") is hereby entered into by and between the **CITY OF LANCASTER**, a municipal corporation (the "City"), and **SANTANA ANNE, THE ADVERTISING COMPANY**, a limited partnership ("Consultant") this \_\_\_\_ day of \_\_\_\_\_, 2009.

### RECITALS:

WHEREAS, the City desires to retain the unique consulting services of Consultant for the purpose of developing private sponsorships for City funded events and programs, and

WHEREAS, Consultant possesses unique skills in bringing together public entities and private entities in new and creative ways mutually benefiting both parties,

NOW, THEREFORE, be it resolved between City and Consultant as follows:

#### Section 1. Consultant's Scope of Work

(a) Consultant is hereby retained by City to engage in negotiations for the purpose of procuring the establishment of sponsorship agreements between the Parks, Recreation and Arts Department and private entities in accordance with the following phased scope of work:

#### PHASE I

Develop a list of business entities that potentially could become corporate sponsors and which will raise cash contributions in the amounts and for the events as follows:

<u>Event</u>	<u>Amount</u>
California Poppy Festival	\$50,000
Celebrate Downtown Lancaster	\$15,000
Walk of Honor	\$10,000
Bark at the Park	\$5,000
Miscellaneous Events as Requested (i.e., Soccer Tournaments, Softball Tournaments)	TBD

#### PHASE II

Consultant shall negotiate sponsorship agreements with business entities for development of a formal City agreement.

(b) Consultant shall:

(1) Exercise her best efforts, using her skill, experience and knowledge to the best of her professional ability in providing the services required under this Agreement.

(2) Inform City of any fact or occurrence that affects City interest, and disclose to City any personal, business or financial interest, including but not limited to any ownership interest in, representation of, or employment by any person or firm providing any product or

service that competes with any product or service provided by City that may actually or potentially impair or otherwise affect Consultant's ability to represent City's interests to the maximum extent contemplated by this Agreement.

Section 2.     Compensation

(a)     Consultant shall be entitled to receive compensation in the amount of \$2,330 per month.

(b)     City shall reimburse Consultant for actual and necessary business expenses, but not to exceed Four Thousand and no/100 Dollars (\$4,000.00) in total during the term of the Agreement for the purpose of creating promotional materials for use when meeting with potential sponsors. In this regard, Consultant shall keep complete and accurate records of all costs and expenses incurred in rendering services under this Agreement. These records will be made available to City at reasonable times upon the City's request.

Section 3.     Term

This Agreement shall remain in full force and effect for a period of twelve months from the date hereof with an option for two additional one-year terms upon agreement of the parties or until terminated pursuant to the termination provisions of this Agreement.

Section 4.     Independent Contractor

It is agreed that the Consultant shall act and be an independent contractor, and not an employee of City. Consultant, therefore, shall not receive any salary, bonuses or employment benefits from City.

Section 5.     Subcontracting and Assignments

The experience, knowledge, capability and reputation of Consultant, its principals and employees within the range of work identified in this Agreement is a substantial inducement for City to enter into this Agreement.

Section 6.     Termination

This Agreement may be terminated without cause by either party by giving the other party ten (10) days advance written notice of termination.

In the event of termination within ninety (90) days from date of execution of this Agreement, Consultant shall be entitled to retain the advance draw provided to Consultant for month during which the notice of termination is given to Consultant.

Section 7.     Dispute Resolution

In the event of a dispute between the parties, the parties shall first meet and confer within a period of ninety (90) days to resolve the matter. If no resolution is possible, then the parties shall resort to mediation through the auspices of the Judicial Mediation Service (JAMS) prior to utilization of available traditional judicial remedies.

Section 8.     Notices

All notices pertaining to the Agreement shall be in writing and shall be transmitted either by personal hand delivery or through the facilities of the U.S. Postal Service.

For City:

Robert W. Greene, Director  
Parks, Recreation and Arts  
City of Lancaster  
44933 North Fern Avenue  
Lancaster, CA 93534

For Consultant:

Santana Anne  
P.O. Box 17  
Chester, CA 96020  
(530) 258-4876

Section 9. Entire Agreement

This Agreement comprises the entire agreement of and between the parties with respect to the subject matter hereof. This Agreement may be amended or supplemented only by written agreement of City and Consultant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the respective dates set forth below.

**CITY OF LANCASTER**, a municipal corporation

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Mark V. Bozigian, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED BY DEPARTMENT HEAD \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**SANTANA ANNE, THE ADVERTISING COMPANY**

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2009

Its: \_\_\_\_\_