

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1st day of July, 2003 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Gerald Hanson, an individual, (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor has expressed an interest in providing cable television consulting services to the City; and

WHEREAS, Contractor has represented to City that he has the requisite experience, special knowledge and expertise similar to others in the industry in negotiating and preparing franchise agreements and consulting on matters relating to cable television;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Gerald Hanson hereby agree as follows:

AGREEMENT

Section 1. Services. City hereby engages Contractor to provide cable television consulting services for City. Contractor shall determine the method, details and means of performing the above-described services and shall advise City of the same prior to commencing any activities under this Agreement. Contractor further agrees to perform such services to the best of his ability and in an efficient, safe and competent manner.

Section 2. Payment for Services. As compensation for Contractor's services hereunder, City shall pay Contractor the sum of Three Hundred (\$300.00) Dollars per month.

Section 3. Independent Contractor. It is the express intention of the parties hereto that Contractor is an independent contractor and not an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Contractor and City. Both parties acknowledge that Contractor is not an employee for State tax, Federal tax or any other purpose.

Section 4. Contractor's Accounting. Contractor shall provide the City Manager of City with a monthly written accounting during the term of this Agreement of the hours worked by Contractor, the subject matter of the work performed, and any product produced as a result of such work.

Section 5. Business License. Contractor shall obtain a City of Redlands business license as a condition of performing any services required hereunder. A copy of such business license shall be filed with the office of the City Manager.

Section 6. Term. The term of this Agreement shall be for one year beginning July 1, 2003 through and including June 30, 2004.

Section 7. Termination. City shall have the right to terminate this Agreement, with or without cause, upon five (5) days prior written notice to Contractor.

Section 8. Indemnity. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents harmless from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorney's fees and other legal expenses, arising directly or indirectly from any act or omission of Contractor in performing its services hereunder.

Section 9. Entire Agreement/Modification. This Agreement represents the entire Agreement of the parties hereto as to the matters contained herein. Any modification of this Agreement will be effective only if it is in writing and signed by the parties hereto.

Section 10. Assignment. This Agreement shall not be assigned without the prior written consent of City. Any assignment, or attempted assignment, without such prior consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

Section 11. Insurance. Contractor shall obtain and maintain during the term of this Agreement, all insurance required by this Section and shall submit to City certificates evidencing that such insurance is in force. Acceptance of the certificates by City shall not relieve Contractor of any of the insurance requirements contained herein, nor decrease the liability of Contractor.

(a) Comprehensive automobile and general liability insurance in amounts not less than \$500,000 for each. Such insurance shall not be modified or canceled unless thirty (30) days prior written notice is provided to City.

City shall be named as an additional insured on all policies and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

Section 12. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

CITY OF REDLANDS



Karl N. Haws, Mayor

Date July 1, 2003

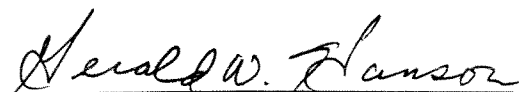
ATTEST:



Lorrie Poyzer, City Clerk

Date July 1, 2003

CONTRACTOR



Gerald Hanson

Date 6/19/03



HOME BUSINESS INSURANCE PLAN CONTRACT

All of the provisions, stipulations and other terms of this policy contract shall apply only as specified herein and none of the provisions, stipulations, and other terms of any other policy to which this contract is attached shall apply hereunder.

INSURER: **HARTFORD CASUALTY INSURANCE COMPANY**
HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

DECLARATIONS

For attachment to Policy No. 72 RB 239434 CC

Items

1. Name and Address → **HANSON GERALD W**
225 EAST PALM AVE
REDLANDS CA 92373

2. Policy Term 12:01 A.M., Standard Time at the
Address of the named insured → **From 08-01-2003 To 08-01-2004**

3. Producer Name **ISU BARICH INSURANCE AGENCY**
Producer Code **181957**

4. Named Insured is: **GERALD W HANSON CONSULTING**

5. Coverage	Limit of Liability	Premium
BUSINESS PERSONAL PROPERTY ON PREMISES	\$ 10,000	\$ 218
REPLACEMENT COST		
BUSINESS PERSONAL PROPERTY AWAY FROM PREMISES	\$ 5,000	\$ INCL
REPLACEMENT COST		
ACCOUNTS RECEIVABLE	\$ 5,000	\$ INCL
VALUABLE PAPERS	\$ 2,500	\$ INCL
BUSINESS LIABILITY AND MEDICAL EXPENSES	\$ 500,000	\$ INCL
	TOTAL PREMIUM	\$ 218
MEDICAL EXPENSE - ANY ONE PERSON	\$ 10,000	
PERSONAL AND ADVERTISING INJURY	\$ 500,000	
FIRE LEGAL LIABILITY		
FIRE, LIGHTNING OR EXPLOSION	\$ 500,000	
AGGREGATE LIMITS		
PRODUCTS AND COMPLETED OPERATIONS	\$1,000,000	
GENERAL AGGREGATE	\$1,000,000	

BUSINESS INCOME - EXTRA EXPENSE -

ACTUAL LOSS SUSTAINED NOT EXCEEDING 12 CONSECUTIVE MONTHS

DEDUCTIBLE \$ 500

LIFETIME CONTINUATION DOES NOT APPLY TO THIS CONTRACT

Countersigned by ISU BARICH INSURANCE AGENCY

Authorized Agent

NAMED INSURED: GERALD W HANSON CONSULTING

ADDITIONAL INSURED: DESIGNATED PERSON OR ORGANIZATION

RATING INFORMATION:

ZONE 02 CLASS GROUP: CONSULTANTS - FINANCIAL & MANAGEMENT

FORMS AND ENDORSEMENTS:

H-700-2	11-98	HOME BUSINESS INSURANCE PLAN
H-704-1	07-97	AMENDATORY ENDORSEMENT CALIFORNIA
H-778-1	07-97	EXCLUSION-TESTING OR CONSULTING ERRORS AND OMISSIONS
H-783-1	11-98	EXCL OF CERTAIN COMPUTER RELATED LOSSES
	PREMIUM	\$ 218.00

THIS IS NOT A BILL

THE INSURED WILL RECEIVE A SEPARATE STATEMENT FOR PREMIUM DUE