

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 2nd day of April, 2002, by and between the City of Redlands, a municipal corporation (hereinafter "City") and YMCA of the East Valley, Redlands.

RECITALS

WHEREAS, Contractor has expressed an interest in providing consulting services and office space to the City of Redlands Police Department's Value Based Initiative/Building A Generation community collaboration; and

WHEREAS, Contractor has represented to City that it has the requisite office space, computer systems administration and programmatic consulting services;

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

AGREEMENT

Section 1. Term.

The term of this Agreement shall be from April 2, 2002 through April 1, 2003, unless terminated earlier by City without cause and in its sole discretion, by providing ten (10) days prior written notice of such termination to Contractor.

Section 2. Services.

A. City hereby authorizes Contractor to provide computer systems administration and programmatic consulting services and office space to the City of Redlands Police Department's Value Based Initiative/Building A Generation community collaboration. For the purposes of this Agreement, "computer systems administration and programmatic consulting services" shall include, but not be limited to, the following:

- i) At the direction of the Executive Director, providing on-site supervision, direction and support to the staff of Building A Generation;
- ii) Working in conjunction and collaboration with the Executive Director of Building A Generation, youth customers and volunteers, community leaders and representatives to facilitate the planning and functioning of Building A Generation and the Value Based Initiative;

- iii) At the direction of the Executive Director, providing organization and development of the de Café, the Community Training Center and all other programs of Building A Generation;
- iv) Designing and implementing short and long term goals in computer networking and development for the sustainability of Building A Generation and the Value Based Initiative;
- v) Assist in obtaining funds through grants and/or other resources to sustain Building A Generation;
- vi) Working directly with the Chief of Police and his designees to provide regular updates during the term of this Agreement;
- vii) Providing written reports of the services provided at the conclusion of each month.

B. 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 its ability and in an efficient, professional and competent manner.

C. As compensation for providing services and rent, City shall pay Contractor the sum of Seventy one thousand three hundred thirty-two dollars (\$71,332). Payment shall be made to Contractor no later than fourteen days after the last day of each month.

D. Provide facilities for office space, the Community Training Center and the de' Cafe within the Y Alliance Facility.

Section 3. Independent Contractor.

It is the express intention of the parties hereto that Contractor is an independent contractor and not an employee 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. Business License.

Contractor shall obtain a Redlands Business license as a condition of performing the services required hereunder.

Section 5. 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 6. 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 7. 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 8. Insurance.

Contractor shall, at its own cost and expense, procure and maintain during the entire term of this Agreement the following levels of insurance:

1. Comprehensive general liability insurance - \$1,000,000 per occurrence and \$2,000,000 aggregate for public liability, property damage and personal injury.
2. Business Auto - \$500,000 per occurrence, combined single limit for bodily injury and property damage.
3. Workers' Comp and Employer's Liability in accordance with applicable statutory requirements.
4. Professional liability - \$1,000,000 per occurrence and \$2,000,000 aggregate.

City shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance shall be delivered to City within fifteen (15) days of execution of this Agreement and prior to the commencement of any Services by Contractor.

Section 9. 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.

Section 10. Notices.

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage pre-paid, addressed as follows:

Contractor
YMCA of the East Valley
Y Alliance Branch
16 East Olive Avenue
Redlands, CA 92373

City of Redlands
Chief James Bueermann
PO Box 3005
Redlands, CA 92373

Section 12. Entire Agreement.

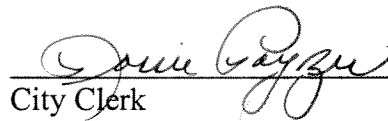
This Agreement constitutes the entire agreement between Contractor and City.

CITY OF REDLANDS

ATTEST:



Mayor


City Clerk

CONTRACTOR



Kenneth Stein, YMCA of the East Valley