

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1st day of July, 1997 (the "Effective Date") 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 assisting the City in developing and negotiating a franchise agreement with TCI Cablevision, Inc. and undertaking other activities in behalf of City relating to cable television; and

WHEREAS, Contractor has represented to City that it 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, with the assistance of City staff, to develop and negotiate a franchise agreement with TCI Cablevision, Inc. and perform other related cable television 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 its 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 five hundred dollars (\$500.00) 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.

2. Section 4. Contractor's Accounting. Contractor shall provide the City Manager of City with a ~~weekly~~ ^{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. Contractor's Employees. A listing of all Contractor's employees and agents who may participate in the performance of Contractor's obligations hereunder is attached hereto as Exhibit "A" and incorporated herein by this reference. No other employees or agents of Contractor shall participate in the performance of services hereunder without the prior written consent of City.

Section 6. Business License. Contractor shall obtain a City of Redlands business license as a condition of performing the services required hereunder.

Section 7. Term. The term of this Agreement shall be for six (6) months from and after its Effective Date.

Section 8. Termination. City shall have the right to terminate this Agreement, with or without cause, upon five (5) days prior written notice to Contractor.

Section 9. 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 10. 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 11. 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 12. Insurance. If requested by City, 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.

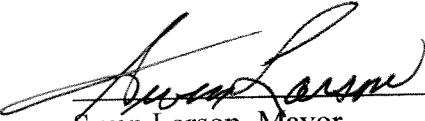
(a) Workers' compensation and employer's liability insurance.

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

(c) 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.

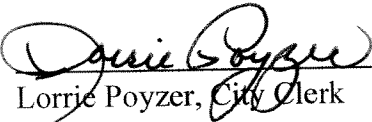
Section 13. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

CITY OF REDLANDS

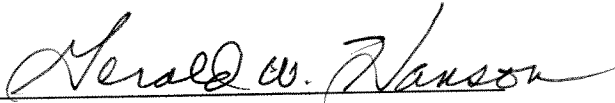

Swen Larson, Mayor

Date July 1, 1997

ATTEST:


Lorrie Poyzer, City Clerk

Date July 1, 1997


Gerald Hanson

Date July 3, 1997