

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2003 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Maureen O'Keefe Hodge dba Bright Ideas, Inc. (hereinafter "Contractor").

### RECITALS

WHEREAS, Contractor has expressed an interest in providing grant administration and program management services for the City of Redlands Building a Generation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise to provide grant administration 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 July 1, 2003 through June 30, 2004, 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 grant administration and program management services for City's Building a Generation and Children and Families Commission grant and any other grant acquired by Building a Generation. 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. For the purposes of this agreement, "grant administration and management services" shall include, but not be limited to, the following:

- i) Provide overall grant administration and management of grants and contractors for all grants;
- ii) Work in conjunction and collaboration with community leaders to facilitate the planning and vision of Building a Generation and the grants it acquires;
- iii) Design and implement short and long term goals with community partners for the sustainability of Building a Generation.
- iv) Assist in obtaining funds through grants and/or other resources to sustain Building a Generation;
- v) Work directly with the Chief of Police and his designees to provide regular updates during the term of this Agreement;
- vi) Attend meetings and develop resources through grant funding to secure future programs;

vii) Manage financial aspects of the grant including but not limited to billing and invoicing.

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 grant administration and program management, City shall pay contractor the sum equal to amount indicated per week based on grants sustained by said contractor Maureen O'Keefe Hodge dba Bright Ideas, Inc. (Children and Families Commission \$58/hr).

### Section 3. Insurance and Indemnification

Section 3.1 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.

#### 3.2 Contractor's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Contractor for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Contractor shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Contractor. Contractor shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of work. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

#### 3.3 Workers' Compensation and Employer's Liability

A. Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in amounts, which meet statutory requirements with an insurance carrier acceptable to City.

B. Contractor expressly waives all rights to subrogation against City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Contractor, its officers, agents and employees.

3.4 Comprehensive General Liability Insurance. Contractor shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.5 Professional Liability Insurance. Contractor shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence.

3.6 Business Auto Liability Insurance. Contractor shall have business auto liability coverage, with minimum limits of 1 million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.7 Assignment and Insurance Requirements. Contractor is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Contractor will add the subcontractor as an additional insured and provide City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

3.8 Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Contractor's negligent and/or intentionally wrongful acts or omissions under this Agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

Section 4. Business License. Contractor shall obtain a Redlands Business license as a condition of performing the services required hereunder.

Section 5. 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 6. 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 7. 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.

Executed this 1<sup>st</sup> day of July, 2003

CITY OF REDLANDS



Mayor

ATTEST:



City Clerk

CONTRACTOR

  
Maureen O'Keefe Hodge dba Bright Ideas, Inc.

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2003 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Valarie Peterson (hereinafter "Contractor").

### RECITALS

WHEREAS, Contractor has expressed an interest in providing social work coordination services for the City of Redlands Building a Generation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise to provide management and coordination 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 July 1, 2003 through June 30, 2004, 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 coordinate programs for City's Building a Generation, Children and Families Commission grant. 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. For the purposes of this agreement, "coordinate programs" shall include, but not be limited to, the following:

- i) Facilitate, design, implement and coordinate programs for parents of children 0-5 on a daily basis at one of four Family Resource Centers in the East Valley.
- ii) Work directly with school personnel, non-profit agencies, and community-based organizations to develop, market, and publicize programs to the community. Attend meetings and develop resources through grant funding to secure future programs. Manage financial aspects of the grant including but not limited to billing and invoicing.

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 coordination of services, City shall pay Contractor no more than \$25,760 from July 1, 2003 - June 30, 2004 at a base rate pay of \$23/hour.

### Section 3. Insurance and Indemnification

**Section 3.1 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.

#### 3.2 Contractor's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Contractor for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Contractor shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Contractor. Contractor shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of work. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

#### 3.3 Workers' Compensation and Employer's Liability

A. Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in amounts which meet statutory requirements with an insurance carrier acceptable to City.

In the event Contractor is claiming it is exempt from the provisions of California Law requiring Worker's Compensation Insurance coverage for the project that is the subject of this Agreement, and Contractor is a licensed contractor or professional, Contractor shall provide City with a certificate that has been filed with the Contractor's State License Board or other professional licensing board, for the State of California confirming said exemption is applicable to this Agreement. If Contractor is not a licensed professional, and/or contractor, Contractor will provide City with a letter stating the basis for Contractor's exemption. Contractor will file said certificate, or letter, with the City prior to work commencing. Contractor further agrees to indemnify, defend and hold harmless the City and its elected officials, agents and employees from any and all fines, penalties and/or damages of any kind for violation of any law as it relates to Contractor's failure to provide worker's compensation insurance, if said exemption from worker's compensation insurance coverage is found to not apply to Contractor for the project which is the subject of this Agreement.

B. Contractor expressly waives all rights to subrogation against City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Contractor, its officers, agents and employees.

3.4 Comprehensive General Liability Insurance. Contractor shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.5 Professional Liability Insurance. Contractor shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence.

3.6 Business Auto Liability Insurance. Contractor shall have business auto liability coverage, with minimum limits of 1 million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.7 Assignment and Insurance Requirements. Contractor is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Contractor will add the subcontractor as an additional insured and provide City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

3.8 Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Contractor's negligent and/or intentionally wrongful acts or omissions under this Agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

Section 4. Business License. Contractor shall obtain a Redlands Business license as a condition of performing the services required hereunder.

Section 5. 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 6. 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 7. 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.

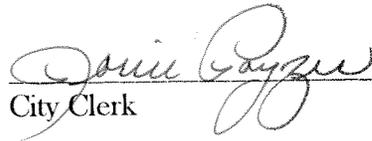
Executed this 1<sup>st</sup> day of July, 2003

CITY OF REDLANDS



Mayor

ATTEST:



City Clerk

CONTRACTOR



Valarie Peterson

## 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 Rosa T. Lopez (hereinafter "Contractor").

### RECITALS

WHEREAS, Contractor has expressed an interest in providing case management services for the City of Redlands Building a Generation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise to provide management and coordination 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 July 1, 2003 through June 30, 2004, 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 case management services for City's Building a Generation, Children and Families Commission grant. 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. For the purposes of this agreement, "provide case management services" shall include, but not be limited to, the following:

- i) Work directly with parents to find appropriate resources for health care, mental health, vision, dental, and programs and services that fit family needs at four Family Resource Center sites in the Redlands Unified School District.
- ii) Perform initial client assessments, develop individualized plans, act as an advocate/liaison, develop, implement and monitor individual services plan.
- iii) Be responsible for coordinating and assisting social work coordinators, working with school personnel, non-profit agencies, and community based organizations to identify needs for families.

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 coordination of services, City shall pay Contractor no more than \$37,658 from July 1, 2003 - June 30, 2004 at a base rate pay of \$17.31/hour with an increase of 5% hourly as of January 1, 2004.

### Section 3. Insurance and Indemnification

3.1 Independent Contractors. 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.

#### 3.2 Contractors Insurance to be Primary

All insurance required by this Agreement is to be maintained by Contractor for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Contractor shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Contractor. Contractor shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of work. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

#### 3.3 Workers' Compensation and Employer's Liability

A. Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in amounts, which meet statutory requirements with an insurance carrier acceptable to City.

In the event Contractor is claiming it is exempt from the provisions of California Law requiring Worker's Compensation Insurance coverage for the project that is the subject of this Agreement, and Contractor is a licensed contractor or professional, Contractor shall provide City with a certificate that has been filed with the Contractor's State License Board or other professional licensing board, for the State of California confirming said exemption is applicable to this Agreement. If Contractor is not a licensed professional, and/or contractor, Contractor will provide City with a letter stating the basis for Contractor's exemption. Contractor will file said certificate, or letter, with the City prior to work commencing. Contractor further agrees to indemnify, defend and hold harmless the City and its elected officials, agents and employees from any and all fines, penalties and/or damages of any kind for violation of any law as it relates to Contractor's failure to provide worker's compensation insurance, if said exemption from worker's compensation insurance coverage is found to not apply to Contractor for the project which is the subject of this Agreement.

B. Contractor expressly waives all rights to subrogation against City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Contractor, its officers, agents and employees.

3.4 Comprehensive General Liability Insurance. Contractor shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.5 Professional Liability Insurance. Contractor shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per claim made.

3.6 Business Auto Liability Insurance. Contractor shall have business auto liability coverage, with minimum limits of 1 million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.7 Assignment and Insurance Requirements. Contractor is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Contractor will add the subcontractor as an additional insured and provide City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

3.8 Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Contractor's negligent and/or intentionally wrongful acts or omissions under this Agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

Section 4. Business License. Contractor shall obtain a Redlands Business license as a condition of performing the services required hereunder.

Section 5. 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 5. 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 7. 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.

Executed this 1<sup>st</sup> day of July, 2003

CITY OF REDLANDS

ATTEST:

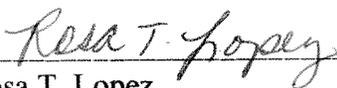


\_\_\_\_\_  
Mayor



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

CONTRACTOR



\_\_\_\_\_  
Rosa T. Lopez

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2003 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Jesse Gonzalez (hereinafter "Contractor").

### RECITALS

WHEREAS, Contractor has expressed an interest in providing social work coordination services for the City of Redlands Building a Generation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise to provide management and coordination 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 July 1, 2003 through June 30, 2004, 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 coordinate programs for City's Building a Generation, Children and Families Commission grant. 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. For the purposes of this agreement, "coordinate programs" shall include, but not be limited to, the following:

- i) Facilitate, design, implement and coordinate programs for parents of children 0-5 on a daily basis at one of four Family Resource Centers in the East Valley.
- ii) Work directly with school personnel, non-profit agencies, and community based organizations to develop, market, and publicize programs to the community. Attend meetings and develop resources through grant funding to secure future programs. Manage financial aspects of the grant including but not limited to billing and invoicing.

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 coordination of services, City shall pay Contractor no more than \$47,840 from July 1, 2003 - June 30, 2004 at a base rate pay of \$23/hour.

### Section 3. Insurance and Indemnification

3.1 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.

#### 3.2 Contractor's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Contractor for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Contractor shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Contractor. Contractor shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of work. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

#### 3.3 Workers' Compensation and Employer's Liability

A. Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in amounts which meet statutory requirements with an insurance carrier acceptable to City.

In the event Contractor is claiming it is exempt from the provisions of California Law requiring Worker's Compensation Insurance coverage for the project that is the subject of this Agreement, and Contractor is a licensed contractor or professional, Contractor shall provide City with a certificate that has been filed with the Contractor's State License Board or other professional licensing board, for the State of California confirming said exemption is applicable to this Agreement. If Contractor is not a licensed professional, and/or contractor, Contractor will provide City with a letter stating the basis for Contractor's exemption. Contractor will file said certificate, or letter, with the City prior to work commencing. Contractor further agrees to indemnify, defend and hold harmless the City and its elected officials, agents and employees from any and all fines, penalties and/or damages of any kind for violation of any law as it relates to Contractor's failure to provide worker's compensation insurance, if said exemption from worker's compensation insurance coverage is found to not apply to Contractor for the project which is the subject of this Agreement.

B. Contractor expressly waives all rights to subrogation against City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To

the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Contractor, its officers, agents and employees.

3.4 Comprehensive General Liability Insurance. Contractor shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.5 Professional Liability Insurance. Contractor shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence.

3.6 Business Auto Liability Insurance. Contractor shall have business auto liability coverage, with minimum limits of 1 million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.7 Assignment and Insurance Requirements. Consultant is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Consultant will add the subcontractor as an additional insured and provide City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

3.8 Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Contractor's negligent and/or intentionally wrongful acts or omissions under this Agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

Section 4. Business License. Contractor shall obtain a Redlands Business license as a condition of performing the services required hereunder.

Section 5. 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.

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Section 7. 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.

Executed this 1<sup>st</sup> day of July, 2003

CITY OF REDLANDS



\_\_\_\_\_  
Mayor

ATTEST:



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

CONTRACTOR



\_\_\_\_\_  
Jesse Gonzalez

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2003 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Morton Anthony C. Frankson (hereinafter "Contractor").

### RECITALS

WHEREAS, Contractor has expressed an interest in providing social work coordination services for the City of Redlands Building a Generation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise to provide management and coordination 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 July 1, 2003 through June 30, 2004, 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 evaluate programs for City's Building a Generation, Children and Families Commission grant. 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. For the purposes of this agreement, "evaluate programs" shall include, but not be limited to, the following:

- i) Facilitate, design, and implement an evaluation instrument for parents of children 0-5 who participate in parent education programs through the Children and Families Commission grant.
- ii) Work directly with consultants, school personnel, non-profit agencies, and community based organizations to develop and evaluate programs.
- iii) Provide monthly reports on evaluation of programs and an end of year report for the overall evaluation of the program.

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 coordination of services, City shall pay Contractor no more than \$50,000 from July 1, 2003 - June 30, 2004 at a base rate pay of \$43.75/hour.

### Section 3. Insurance and Indemnification

3.1 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.

#### 3.2 Contractor's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Contractor for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Contractor shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Contractor. Contractor shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of work. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

#### 3.3 Workers' Compensation and Employer's Liability

A. Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in amounts which meet statutory requirements with an insurance carrier acceptable to City.

In the event Contractor is claiming it is exempt from the provisions of California Law requiring Worker's Compensation Insurance coverage for the project that is the subject of this Agreement, and Contractor is a licensed contractor or professional, Contractor shall provide City with a certificate that has been filed with the Contractor's State License Board or other professional licensing board, for the State of California confirming said exemption is applicable to this Agreement. If Contractor is not a licensed professional, and/or contractor, Contractor will provide City with a letter stating the basis for Contractor's exemption. Contractor will file said certificate, or letter, with the City prior to work commencing. Contractor further agrees to indemnify, defend and hold harmless the City and its elected officials, agents and employees from any and all fines, penalties and/or damages of any kind for violation of any law as it relates to Contractor's failure to provide worker's compensation insurance, if said exemption from worker's compensation insurance coverage is found to not apply to Contractor for the project which is the subject of this Agreement.

B. Contractor expressly waives all rights to subrogation against City, its officers, employees and volunteers for losses arising from work performed by Consultant for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and

hold harmless is valid and enforceable only to the extent of the negligence of Contractor its officers, agents and employees.

3.4 Comprehensive General Liability Insurance. Contractor shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.5 Professional Liability Insurance. Contractor shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence.

3.6 Business Auto Liability Insurance. Contractor shall have business auto liability coverage, with minimum limits of 1 million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.7 Assignment and Insurance Requirements. Contractor is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Contractor will add the subcontractor as an additional insured and provide City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

3.8 Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Contractor's negligent and/or intentionally wrongful acts or omissions under this Agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

Section 4. Business License. Contractor shall obtain a Redlands Business license as a condition of performing the services required hereunder.

Section 5. 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 6. 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 7. 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.

Executed this 1<sup>st</sup> day of July, 2003

CITY OF REDLANDS



Mayor

ATTEST:



City Clerk

CONTRACTOR



Morton Anthony C. Frankson

## 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 Dustin Clelen (hereinafter "Contractor").

### RECITALS

WHEREAS, Contractor has expressed an interest in providing case management services for the City of Redlands Building a Generation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise to provide management and coordination 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 July 1, 2003 through June 30, 2004, 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 case management services for City's Building a Generation, Children and Families Commission grant. 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. For the purposes of this agreement, "provide case management services" shall include, but not be limited to, the following:

- i) Work directly with parents to find appropriate resources for health care, mental health, vision, dental, and programs and services that fit family needs at four Family Resource Center sites in the East Valley.
- ii) Perform initial client assessments, develop individualized plans, act as an advocate/liaison, develop, implement and monitor individual services plan.
- iii) Be responsible for coordinating and assisting social work coordinators, working with school personnel, non-profit agencies, and community based organizations to identify needs for families.

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 coordination of services, City shall pay Contractor no more than \$31,740 from July 1, 2003 - June 30, 2004 at a base rate pay of \$15/hour with an increase of 5% as of March 1<sup>st</sup>, 2004.

### Section 3. Insurance and Indemnification

3.1 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.

### 3.2 Contractor's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Contractor for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Contractor shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Contractor. Contractor shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of work. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

### 3.3 Workers Compensation and Employers Liability

A. Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in amounts, which meet statutory requirements with an insurance carrier acceptable to City.

In the event Contractor is claiming it is exempt from the provisions of California Law requiring Worker's Compensation Insurance coverage for the project that is the subject of this Agreement, and Contractor is a licensed contractor or professional, Contractor shall provide City with a certificate that has been filed with the Contractor's State License Board or other professional licensing board, for the State of California confirming said exemption is applicable to this Agreement. If Contractor is not a licensed professional, and/or contractor, Contractor will provide City with a letter stating the basis for Contractor's exemption. Contractor will file said certificate, or letter, with the City prior to work commencing. Contractor further agrees to indemnify, defend and hold harmless the City and its elected officials, agents and employees from any and all fines, penalties and/or damages of any kind for violation of any law as it relates to Contractor's failure to provide worker's compensation insurance, if said exemption from worker's compensation insurance coverage is found to not apply to Contractor for the project which is the subject of this Agreement.

B. Contractor expressly waives all rights to subrogation against City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent

negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Contractor, its officers, agents and employees.

3.4 Comprehensive General Liability Insurance. Contractor shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.5 Professional Liability Insurance. Contractor shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per claim made.

3.6 Business Auto Liability Insurance. Contractor shall have business auto liability coverage, with minimum limits of 1 million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.7 Assignment and Insurance Requirements. Contractor is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Contractor will add the subcontractor as an additional insured and provide City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

3.8 Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Contractor's negligent and/or intentionally wrongful acts or omissions under this Agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

Section 4. Business License. Contractor shall obtain a Redlands Business license as a condition of performing the services required hereunder.

Section 5. 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 6. 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 7. 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.

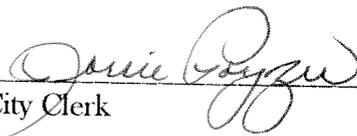
Executed this 1st day of July, 2003

CITY OF REDLANDS

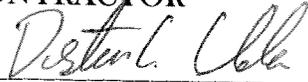


\_\_\_\_\_  
Mayor

ATTEST:

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

CONTRACTOR



\_\_\_\_\_  
Dustin Clelen

## 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 Jennifer Camp (hereinafter "Contractor").

### RECITALS

WHEREAS, Contractor has expressed an interest in providing case management services for the City of Redlands Building a Generation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise to provide management and coordination 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 July 1, 2003 through June 30, 2004, 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 case management services for City's Building a Generation, Children and Families Commission grant. 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. For the purposes of this agreement, "provide case management services" shall include, but not be limited to, the following:

- i) Work directly with parents to find appropriate resources for health care, mental health, vision, dental, and programs and services that fit family needs at four Family Resource Center sites in the East Valley.
- ii) Perform initial client assessments, develop individualized plans, act as an advocate/liaison, develop, implement and monitor individual services plan.
- iii) Be responsible for coordinating and assisting social work coordinators, working with school personnel, non-profit agencies, and community based organizations to identify needs for families.

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 coordination of services, City shall pay Contractor no more than \$33,856 from July 1, 2003 – June 30, 2004 at a base rate pay of \$20/hour with an increase of 5% as of March 1, 2004.

### Section 3. Insurance and Indemnification

3.1 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.

#### 3.2 Contractors Insurance to be Primary

All insurance required by this Agreement is to be maintained by Contractor for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Contractor shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Contractor. Contractor shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of work. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

#### 3.3 Workers' Compensation and Employer's Liability

A. Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in amounts, which meet statutory requirements with an insurance carrier acceptable to City.

In the event Contractor is claiming it is exempt from the provisions of California Law requiring Worker's Compensation Insurance coverage for the project that is the subject of this Agreement, and Contractor is a licensed contractor or professional, Contractor shall provide City with a certificate that has been filed with the Contractor's State License Board or other professional licensing board, for the State of California confirming said exemption is applicable to this Agreement. If Contractor is not a licensed professional, and/or contractor, Contractor will provide City with a letter stating the basis for Contractor's exemption. Contractor will file said certificate, or letter, with the City prior to work commencing. Contractor further agrees to indemnify, defend and hold harmless the City and its elected officials, agents and employees from any and all fines, penalties and/or damages of any kind for violation of any law as it relates to Contractor's failure to provide worker's compensation insurance, if said exemption from worker's compensation insurance coverage is found to not apply to Contractor for the project which is the subject of this Agreement.

B. Contractor expressly waives all rights to subrogation against City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Contractor.

This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Contractor, its officers, agents and employees.

3.4 Comprehensive General Liability Insurance. Contractor shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.5 Professional Liability Insurance. Contractor shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence.

3.6 Business Auto Liability Insurance. Contractor shall have business auto liability coverage, with minimum limits of 1 million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.7 Assignment and Insurance Requirements. Contractor is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Contractor will add the subcontractor as an additional insured and provide City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

3.8 Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Contractor's negligent and/or intentionally wrongful acts or omissions under this Agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

Section 4. Business License. Contractor shall obtain a Redlands Business license as a condition of performing the services required hereunder.

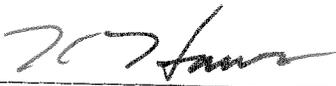
Section 5. Entire Agreement/Modification. This Agreement represents the entire Agreement of the parties hereto as to the matters contained herein. Any modification of this Agreement will be effective only if it is in writing and signed by the parties hereto.

Section 6. 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.

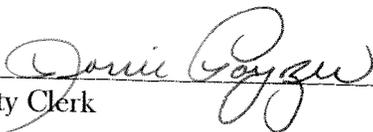
Section 7. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

Executed this 1st day of July, 2003

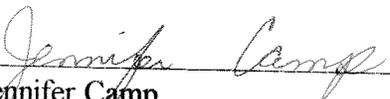
CITY OF REDLANDS

  
\_\_\_\_\_  
Mayor

ATTEST:

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

CONTRACTOR

  
\_\_\_\_\_  
Jennifer Camp

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2003 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Cherie Burris (hereinafter "Contractor").

### RECITALS

WHEREAS, Contractor has expressed an interest in providing social work coordination services for the City of Redlands Building a Generation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise to provide management and coordination 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 July 1, 2003 through June 30, 2004, 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 coordinate programs for City's Building a Generation, Children and Families Commission grant. 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. For the purposes of this agreement, "coordinate programs" shall include, but not be limited to, the following:

- i) Facilitating, designing, implementing and coordinating programs for parents of children 0-5 on a daily basis at one of four Family Resource Centers at four elementary school sites.
- ii) Working directly with school personnel, non-profit agencies, and community based organizations to develop, market, and publicize programs to the community. Attending meetings and developing resources through grant funding to secure future programs. Managing financial aspects of the grant including but not limited to billing and invoicing.

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 coordination of services, City shall pay Contractor no more than \$47,840 from July 1, 2003 - June 30, 2004 at a base rate pay of \$23/hour.

Section 3. Insurance and Indemnification.

3.1 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.

3.2 Contractor's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Contractor for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Contractor shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Contractor. Contractor shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of work. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

3.3 Workers' Compensation and Employer's Liability

A. Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in amounts which meet statutory requirements with an insurance carrier acceptable to City.

In the event Contractor is claiming it is exempt from the provisions of California Law requiring Worker's Compensation Insurance coverage for the project that is the subject of this Agreement, and Contractor is a licensed contractor or professional, Contractor shall provide City with a certificate that has been filed with the Contractor's State License Board or other professional licensing board, for the State of California confirming said exemption is applicable to this Agreement. If Contractor is not a licensed professional, and/or contractor, Contractor will provide City with a letter stating the basis for Contractor's exemption. Contractor will file said certificate, or letter, with the City prior to work commencing. Contractor further agrees to indemnify, defend and hold harmless the City and its elected officials, agents and employees from any and all fines, penalties and/or damages of any kind for violation of any law as it relates to Contractor's failure to provide worker's compensation insurance, if said exemption from worker's compensation insurance coverage is found to not apply to Contractor for the project which is the subject of this Agreement.

B. Contractor expressly waives all rights to subrogation against City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Contractor, its officers, agents and employees.

3.4 Comprehensive General Liability Insurance. Contractor shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.5 Professional Liability Insurance. Contractor shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence.

3.6 Business Auto Liability Insurance. Contractor shall have business auto liability coverage, with minimum limits of 1 million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.7 Assignment and Insurance Requirements. Contractor is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Contractor will add the subcontractor as an additional insured and provide City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

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Section 4. Business License. Contractor shall obtain a Redlands Business license as a condition of performing the services required hereunder.

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Section 6. 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 7. 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.

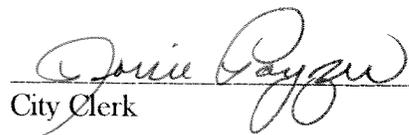
Executed this 1<sup>st</sup> day of July, 2003

CITY OF REDLANDS

ATTEST:

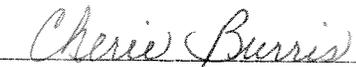


\_\_\_\_\_  
Mayor



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

CONTRACTOR



\_\_\_\_\_  
Cherie Burris

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2003 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Gabriela Alonso (hereinafter "Contractor").

### RECITALS

WHEREAS, Contractor has expressed an interest in providing social work coordination services for the City of Redlands Building a Generation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise to provide management and coordination 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 July 1, 2003 through June 30, 2004, unless terminated earlier by City without cause and in its sole discretion, by providing ten (10) days prior written notice of such termination to Consultant.

#### Section 2. Services.

A. City hereby authorizes Contractor to coordinate programs for City's Building a Generation, Children and Families Commission grant. 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. For the purposes of this agreement, "coordinate programs" shall include, but not be limited to, the following:

- i) Facilitating, designing, implementing and coordinating programs for parents of children 0-5 on a daily basis at one of four Family Resource Centers at four elementary school sites.
- ii) Working directly with school personnel, non-profit agencies, and community based organizations to develop, market, and publicize programs to the community. Attending meetings and developing resources through grant funding to secure future programs and managing financial aspects of the grant including, but not limited to, billing and invoicing.

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 coordination of services, City shall pay Contractor no more than \$47,840 from July 1, 2003 - June 30, 2004 at a base rate pay of \$23/hour.

### Section 3. Insurance and Indemnification

Section 3.1 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.

#### 3.2 Contractor's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Contractor for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Contractor shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Contractor. Contractor shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of work. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

#### 3.3 Workers' Compensation and Employer's Liability

A. Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in amounts which meet statutory requirements with an insurance carrier acceptable to City.

In the event Contractor is claiming it is exempt from the provisions of California Law requiring Worker's Compensation Insurance coverage for the project that is the subject of this Agreement, and Contractor is a licensed contractor or professional, Contractor shall provide City with a certificate that has been filed with the Contractor's State License Board or other professional licensing board, for the State of California confirming said exemption is applicable to this Agreement. If Contractor is not a licensed professional, and/or contractor, Contractor will provide City with a letter stating the basis for Contractor's exemption. Contractor will file said certificate, or letter, with the City prior to work commencing. Contractor further agrees to indemnify, defend and hold harmless the City and its elected officials, agents and employees from any and all fines, penalties and/or damages of any kind for violation of any law as it relates to Contractor's failure to provide worker's compensation insurance, if said exemption from worker's compensation insurance coverage is found to not apply to Contractor for the project which is the subject of this Agreement.

B. Contractor expressly waives all rights to subrogation against City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and

hold harmless is valid and enforceable only to the extent of the negligence of Contractor, its officers, agents and employees.

3.4 Comprehensive General Liability Insurance. Contractor shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.5 Professional Liability Insurance. Contractor shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence.

3.6 Business Auto Liability Insurance. Contractor shall have business auto liability coverage, with minimum limits of 1 million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Contractor shall obtain an endorsement that City shall be named as an additional insured.

3.7 Assignment and Insurance Requirements. Contractor is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Contractor will add the subcontractor as an additional insured and provide City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

3.8 Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Contractor's negligent and/or intentionally wrongful acts or omissions under this Agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

Section 4. Business License. Contractor shall obtain a Redlands Business license as a condition of performing the services required hereunder.

Section 5. 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.

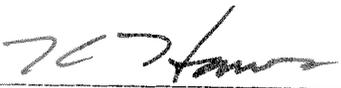
Section 6. Assignment. This Agreement shall not be assigned without the prior written consent of City. Any assignment, or attempted assignment, without such prior consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

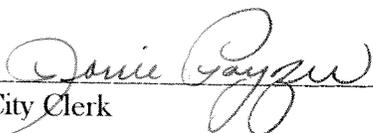
Section 7. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

Executed this 1<sup>st</sup> day of July, 2003

CITY OF REDLANDS

ATTEST:

  
\_\_\_\_\_  
Mayor

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

CONTRACTOR

  
\_\_\_\_\_  
Gabriela Alonso

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2003 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Sherry Edwards (hereinafter "Contractor").

### RECITALS

WHEREAS, Contractor has expressed an interest in providing social work coordination services for the City of Redlands Building a Generation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise to provide management and coordination services;

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

### AGREEMENT

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- i) Facilitate, design, implement and coordinate parent education programs for parents of children 0-5 throughout the East Valley.
- ii) Work directly with school personnel, non-profit agencies, and community based organizations to develop, market, and publicize programs to the community. Attend meetings and develop resources through grant funding to secure future programs. Manage financial aspects of the grant including but not limited to billing and invoicing.

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.

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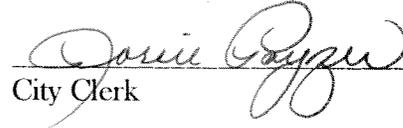
Executed this 1<sup>st</sup> day of July, 2003

CITY OF REDLANDS

ATTEST:

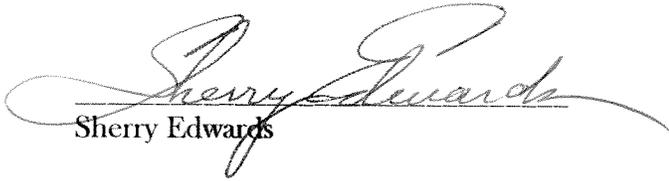


\_\_\_\_\_  
Mayor



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

CONTRACTOR



\_\_\_\_\_  
Sherry Edwards