

## INDEPENDENT CONTRACTOR AGREEMENT

This agreement for the provision of youth tumbling and gymnastics program ("Agreement") is made and entered into this 17th day of September, 2013 ("Effective Date") by and between the City of Redlands, a municipal corporation (hereinafter "City") and Jamila Coulson, an individual (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

### RECITALS

WHEREAS, Contractor has expressed an interest in developing and conducting a tumbling and gymnastics program for City's Recreation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and professional expertise similar to others in the recreation industry who provide gymnastics programs;

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

### AGREEMENT

#### Section 1. Services.

A. City hereby engages Contractor to develop and conduct a tumbling and gymnastics program for City's Recreation Division (the "Services"). The Services shall be conducted at the Redlands Community Center. Contractor shall determine the method, details and means of performing the Services and shall advise City of the same prior to the provision of any Services under this Agreement. Contractor further agrees to perform the Services to the best of its ability and in an efficient, safe and competent manner.

B. The Services may be scheduled by Contractor for any times, during business hours, depending upon the availability of the Redlands Community Center facility.

C. As compensation for providing the Services, City shall register participants and collect registration fees for participants in Contractor's program. City shall pay Contractor seventy percent (70%) of the fees collected no later than twenty-one days after the registration period ends. Contractor shall be responsible for payment of 100% of the fees paid by a participant in connection with any refund to the participant. City shall have no obligation for refunds.

Section 2. Independent Contractor. It is the expressed intention of the Parties that Contractor is and shall remain during the term of this Agreement, an independent contractor and not be an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City. The Parties acknowledge that Contractor is not a City employee for State tax, Federal tax or any other purpose.

Section 3. Contractor's Employees. No other employees or agents of Contractor shall participate in the performance of the Services without the prior written consent of City.

Section 4. Business License. Contractor shall obtain a City of Redlands business license as a pre-condition of performing the Services.

Section 5. Termination. City shall have the right to terminate this Agreement, with or without cause, upon five (5) days prior written notice to Contractor. City shall have no liability for any claims or damages resulting to Contractor as a result of any exercise by City of its right to terminate this Agreement.

Section 6. Notices. All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City: Fred Cardenas, Director  
Quality of Life Department  
City of Redlands  
PO Box 3005  
Redlands, CA 92373

Contractor: Jamila Coulson  
1255 East Citrus Ave #87  
Redlands, Ca 92374

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section.

Section 6. Indemnity. Contractor shall defend, indemnify and hold City, and 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 attorneys' fees and other legal expenses, arising directly or indirectly from any negligent act or omission, or willful misconduct of Contractor in performing the Services.

Section 7. Entire Agreement/Amendment. This Agreement represents the entire Agreement of the Parties as to the matters contained herein. Any amendment of this Agreement shall be effective only if it is in writing and signed by the Parties.

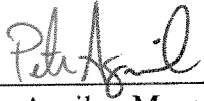
Section 8. Assignment. This Agreement shall not be assigned without the prior written consent of City. Any assignment, or attempted assignment, without such prior consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

Section 9. Insurance. Contractor shall provide insurance coverage for program participants as specified in the City's contract with Southern California Municipal Athletic Federation for

recreation programs. Contractor shall be responsible for paying all costs associated with insurance coverage. Contractor shall obtain and maintain during the term of this Agreement all insurance required by this Section and shall submit to City certificates of insurance and appropriate endorsements evidencing that the insurance is in force and effect. Evidence of such insurance shall be provided to City concurrent with Consultant's execution of this Agreement. Acceptance of the certificates by City shall not relieve Contractor of any of the insurance requirements contained herein, nor decrease the liability of Contractor. If applicable, contractor shall also secure and maintain workers' compensation and employer's liability insurance for its employees throughout the terms of this Agreement pursuant to Labor Code Sections 1860 and 3700, and in amounts which satisfy statutory requirements.

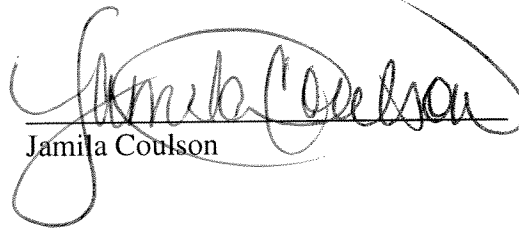
Section 10. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

CITY OF REDLANDS




Pete Aguilar, Mayor

CONTRACTOR



Jamila Coulson

ATTEST:



Sam Irwin, City Clerk