

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 3th day of September, 2002, by and between the City of Redlands, a municipal corporation (hereinafter "City") and Julie Wartell (hereinafter "Contractor").

### RECITALS

WHEREAS, Contractor has expressed an interest in providing management services to the City of Redlands Police Department's East Valley COMPASS Initiative; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise to provide management 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 September 16, 2002 through September 16, 2003, unless terminated earlier by City or Contractor without cause and in their sole discretion, by providing ten (10) days prior written notice of such termination to City or Contractor.

#### Section 2. Services.

A. City hereby authorizes Contractor to provide management services to the City of Redlands Police Department's East Valley COMPASS Initiative. For the purposes of this Agreement, "management services" shall include, but not be limited to, the following:

- i) Providing on-site supervision, direction and support to the staff of East Valley COMPASS Initiative;
- ii) Working in conjunction and collaboration with law enforcement and community leaders and representatives to facilitate the planning and vision of East Valley COMPASS Initiative;
- iii) Providing organization and development of the East Valley COMPASS Initiative, Citizens' COMPASS website, assist in the development of the Redlands Police Department's Value Based Initiative Community Training Center and all other programs of the East Valley COMPASS Initiative;
- iv) Designing and implementing short and long term goals with community partners for the sustainability of the East Valley COMPASS Initiative;

- v) Assist in obtaining funds through grants and/or other resources to sustain the East Valley COMPASS Initiative;
- vi) Working directly with the Chief of Police and his designees to provide regular updates during the term of this Agreement;
- vii) Providing written reports of the services provided at the request of the Chief of Police.

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 management services, City shall pay Contractor the sum of Fifty Dollars (\$50) per hour, not to exceed \$93,000 during the period of this contract. Payment shall be made to Contractor no later than fourteen days after the last day of each month.

### Section 3. Independent Contractor.

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

### Section 4. Business License.

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

### Section 5. Indemnity.

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

### Section 6. Entire Agreement/Modification.

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

Section 7. Assignment.

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

Section 8. Insurance.

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

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

Section 9. Attorneys' Fees.

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

Section 10. Notices.

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


Contractor  
Julie Wartell  
1076 Opal St., #3  
San Diego, Ca 92109

City of Redlands  
Chief James Bueermann  
PO Box 1025  
Redlands, CA 92373

Section 11. Entire Agreement.

This Agreement constitutes the entire agreement between Contractor and City.


CITY OF REDLANDS

  
\_\_\_\_\_  
Mayor

ATTEST:

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

CONTRACTOR

  
\_\_\_\_\_  
Julie Wartell