

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 7th day of September 1999 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Redlands Unified School District Adult School (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor has expressed an interest in developing and conducting a variety of adult classes in partnership with the City of Redlands Recreation Bureau; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise similar to others in the industry conducting adult classes;

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

AGREEMENT

Section 1. Services.

A. City hereby authorizes Contractor to develop and conduct adult classes with City's Recreation Bureau. Contractor shall determine the method, details and means of performing the above-described services and shall advise City of the same prior to commencing any activities under this Agreement. Contractor further agrees to perform such services to the best of its ability and in an efficient, safe and competent manner.

B. The classes shall include offerings for participants 18 years of age and older. Classes may be scheduled at the Community Center and Senior Center based on availability. Facilities shall be left clean upon completion of each class.

C. Contractor shall register participants and collect registration fees for participants in Contractor's classes. Contractor shall provide City with a list of registered participants and pay City Twenty-five percent (25%) of the fees collected not later than fourteen days after the registration period ends. Contractor shall be responsible for payment of 100% of a refund fee to qualified participants. City shall have no obligation for refunds.

Section 2. 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.

Section 3. Contractor's Employees. A listing of all Contractor's employees and agents who may participate in the performance of Contractor's obligations hereunder is attached hereto as Exhibit "A" and incorporated herein by this reference. No other employees or agents of Contractor shall participate in the performance of services hereunder without the prior written consent of City.

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

Section 5. Termination. City shall have the right to terminate this Agreement, with or without cause,

upon twenty- (20) 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. Indemnity. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents harmless from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorney's fees and other legal expenses, arising directly or indirectly from any act or omission of Contractor in performing its services hereunder.

Section 7. 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 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.

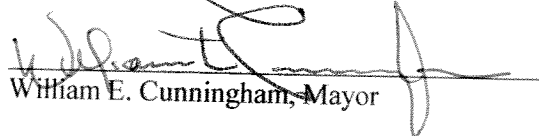
Section 9. Insurance. Contractor shall obtain and maintain during the term of this Agreement all insurance required by this Section and shall submit to City, concurrent with execution of this Agreement, Certificates of Insurance evidencing the fact that such insurance is in force. Acceptance of the Certificates by City shall not relieve Contractor of any of the insurance requirements contained herein, nor decrease the liability of Contractor.

- (a) Workers' compensation and employer's liability insurance.
- (b) Comprehensive automobile and general liability insurance in amounts not less than \$500,000 for each. Such insurance shall not be reduced or cancelled unless thirty- (30) days prior written notice is provided to City.
- (c) City shall be named as an additional insured on all policies and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

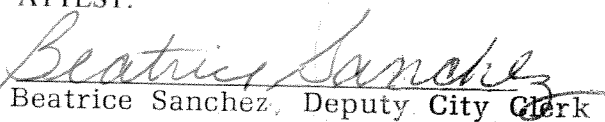
Section 10. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

Executed this 5th day of October, 1999

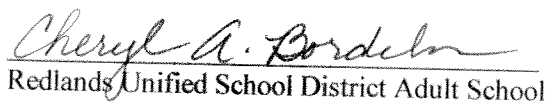
CITY OF REDLANDS


William E. Cunningham, Mayor

ATTEST:


Beatrice Sanchez, Deputy City Clerk

CONTRACTOR


Cheryl A. Borden
Redlands Unified School District Adult School