

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 21st day of May, 2002, by and between the City of Redlands, a municipal corporation (hereinafter "City") and the Redlands Community Music Association (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor conducts Children's Summer Workshops for the City of Redlands as part of the Community Development Block Grant program; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise similar to others in the industry conducting children's workshops;

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 seven Children's Summer Workshops and two presentations of the opera "Barber of Seville" as part of the Community Development Block Grant program. 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. The Children's Summer Workshop programs to be conducted by Contractor shall include music and dance programs, free to children of all ages. Workshops will be held June 1, 2002 through September 30, 2002 in the Community Center multipurpose room located at 111 West Lugonia Avenue, Redlands. Facilities shall be left clean upon completion of each class. The two presentations of the opera "Barber of Seville" scheduled to be conducted at Lugonia Elementary School and Franklin Elementary School within the Redlands Unified School District on June 14, 2002, shall not be conducted unless and until Contractor obtains from the Redlands Unified School District written consent to allow the two presentations to take place on School District property. Said consent shall be provided to City prior to the two

presentations taking place. If consent is not timely obtained by Contractor, Contractor will not be compensated by City and said presentations will be conducted at the sole risk, liability and responsibility of Contractor.

- B. As compensation for conducting the Children's Summer Workshop programs, City shall reimburse Contractor for all Contractor's administrative, entertainment and advertising expense directly associated with the program based upon Contractor's submittal of written receipts and evidence adequately demonstrating Contractor's expenses to the satisfaction of City. The total reimbursement shall not exceed \$5,500.00 and shall be paid by City solely from Community Development Block Grant funds received by the City for the funding period of 2001-2002.
- C. Contractor shall submit to City a complete record of the Services performed, including, but not limited to: copies of invoices, agreements, payroll expenses, administrative records, advertisements, and backup materials. A detailed accounting of the Services performed, persons performing the Services and cost breakdown shall also be provided to City. Administration and personnel records shall be available for examination by City.
- D. Contractor shall submit to City, with each request for reimbursement, documentation that at least 51% of the children served are from income-qualifying households in accordance with Community Development Block Grant funding requirements. To document the number of low and moderate income children benefitting from the Services, a Beneficiary Qualification Statements form, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A," shall be completed by Contractor for each child who participates in the Summer Workshop Program. Using the Beneficiary Qualification Statements prepared for each child, Contractor must complete the Monthly Program Progress Report form, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B," for every month for which Contractor seeks reimbursement from City of that CDBG funds, and submit such Monthly Program Progress Reports with Contractor's monthly reimbursement request to City. Copies of all submitted forms shall be retained by Contractor for a period of three (3) years from September 20, 2002.

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. Termination. City shall have the right to terminate this Agreement, without cause, upon twenty (20) day's prior written notice to Contractor. City shall have no liability for any claims, damages or losses resulting to Contractor as a result of any exercise by City of its right to terminate this Agreement.

Section 4. Hold Harmless and Indemnification. 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 of any nature 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 act or omission of Contractor in performing the Services hereunder.

Section 5. Insurance.

A. General Liability Insurance

Contractor shall secure and maintain in force throughout the duration of the Agreement comprehensive general liability insurance covering by Contractor under this Agreement, 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. City shall be named as an additional insured and the insurance shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Contractor shall not perform any Services unless and until such insurance is obtained by Contractor, and certificates of insurance shall be delivered to City within fifteen (15) days of execution of this Agreement, or prior to commencement of work, whichever occurs first.

B. Workers' Compensation and Employer's Liability

1. Contractor shall have Workers' Compensation and Employer's Liability insurance in force throughout the duration of this Agreement in an amount which meets the statutory requirement with an insurance carrier acceptable to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to City. Certificates of Insurance shall be delivered to City within fifteen

(15) days of execution of Agreement, or prior to commencement of work, whichever occurs first.

2. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity from 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.

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 written consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

Section 8. Attorney's 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 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Executed this 21st day of May 2002.

City of Redlands



Mayor

Date:

Attest:



Beatrice Sanchez, Deputy City Clerk for
Lorrie Poyzer, City Clerk
City of Redlands

Redlands Community Music Association



Date:

5/21/02