

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 20th day of May, 2003, by and between the City of Redlands, a municipal corporation (hereinafter "City") and the Redlands Community Music Association (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor has expressed an interest in developing and conducting 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 four (4) Children's Summer Workshops ("Services") 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.
- B. The Children's Summer Workshop Programs to be conducted by Contractor shall include music and dance programs, free to children to all ages. The Workshop Programs will be held at the following Redlands Unified School District sites:

Lugonia Elementary School, Monday, July 28, 2003
Franklin Elementary School, Tuesday, August 5, 2003
Victoria Elementary School, Wednesday, August 6, 2003
Lugonia Elementary School, Thursday, August 7, 2003

- C. Contractor shall obtain from the Redlands Unified School District written consent prior to the workshops to allow the presentation of the above described Workshop Programs on School District property. If consent is not obtained by Contractor, Contractor will not be compensated by City and said Workshops will be conducted at the sole risk, liability and

responsibility of Contractor. All facilities used by Contractor shall be left clean upon completion of each Workshop.

- D. As compensation for conducting the Children's Summer Workshop programs, City shall reimburse Contractor for all administrative, entertainment and advertising expense directly associated with the program. The total reimbursement shall not exceed \$4,244.00, and shall be paid by City solely from Community Development Block Grant funds received by the City for the funding period of 2002-2003.
- E. 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.
- F. 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 benefiting 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 May 20, 2003.

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 "C" 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. Term and Termination. This Agreement shall commence on May 20, 2003 and shall terminate on the close of the final workshop unless earlier terminated as provided herein. 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 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 prior to commencement of Services.

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 prior to commencement of Services.
2. Contractor expressly waives all rights to subrogation against City, its officers, employees and volunteers for losses arising from Services 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.

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.

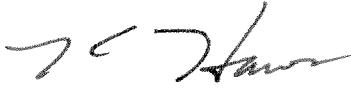
Section 7. Assignment. This Agreement shall not be assigned without the prior written consent of City. Any assignment, or attempted assignment, without such prior written consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

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 20th day of May 2003.

City of Redlands



Mayor

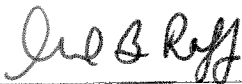
Date: May 20, 2003

Attest:



Deputy City Clerk
City of Redlands

Redlands Community Music Association



Date: 5/6/03

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:

Case Number: 111-20627/1234

Redlands: Cultural Education Program – Community Music Association

Name/Address of Contractor Agency:

Date of Issue:

Redlands Community Music Association

P.O. Box 466

 X Original: Beginning

Redlands, CA 92373

 Amendment #

MONTHLY PROGRAM PROGRESS AND DIRECT BENEFIT REPORT

For the Month of _____, 200__

PART I: MONTHLY PROGRAM PROGRESS REPORT

A. Units of Service Provided and Description

Under each type of service listed below, summarize what your program has accomplished during this month. Include location, number of persons served, services/benefits provided, and a description of the clients served. Also report the number of "Units of Service" provided, as defined in the Project/Activity Description (Exhibit 1 of the agreement).

Type of Service:

Units of Service:

1. _____:

Goal/mo.: _____ Actual/mo.: _____

2. _____:

Goal/mo.: _____ Actual/mo.: _____

B. Monthly Beneficiary Count (may include individual persons or households previously counted during this grant/program year)

Total number of beneficiaries (clients/participants) served this month (choose one category only):

Persons (# of P) _____

Households (# of H) _____

PART II: DIRECT BENEFIT REPORT

Direct Benefit Statistics (Unduplicated first-time client counts since start of contract; taken from Beneficiary Qualification Statement forms)

Enter the number of first-time program beneficiaries directly assisted this month

Count only as: ☐ Individual Persons or ☐ Households (check one box)Low-Income (only): _____ Low- and Moderate-Income (combined): _____ All Beneficiaries: _____

Racial Identity Categories

	Hispanic (a)	Non- Hispanic (b)		Hispanic (c)	Non- Hispanic (d)
White	_____	_____	American Indian/Alaskan Native & White	_____	_____
Black/African American	_____	_____	Asian & White	_____	_____
Asian	_____	_____	Black/African American & White	_____	_____
American Indian/Alaskan Native	_____	_____	Amer. Indian/Alaskan Native & Black/African Amer.	_____	_____
Native Hawaiian/Other Pacific Islander	_____	_____	Balance/Other	_____	_____

Grand Total of Racial Identity Categories. Sum of columns a, b, c, and d should equal the "All Beneficiaries" total above: _____

Female Headed Households: _____

Signed _____ Title _____ Date _____

Printed Name _____ Telephone No./Ext. _____

EXHIBIT "C"

Employees of the Redlands Community Music Association, Inc.:

Beverly Noerr, Executive Director

Jerilyn Graham, Office Manager