

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1st day of November, 2005, 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 performing art programs primarily for low- and moderate-income children living in Redlands and the surrounding area of Bryn Mawr.
- B. The programs will be held at five (5) different elementary schools within the Redlands Unified School District – Franklin Elementary (850 E. Colton Avenue), Lugonia Elementary (202 East Pennsylvania Avenue), Victoria Elementary (1505 Richardson Street), Kingsbury Elementary (600 Cajon Street) and Bryn Mawr Elementary (11680 S. Whittier Blvd., Loma Linda).
- C. As compensation for conducting the Children's Summer Workshop programs, City shall reimburse the contractor for all administrative, entertainment and advertising expense directly associated with the program. The total reimbursement shall not exceed \$5,500.00.
- D. 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, person(s) performing services and cost

breakdown shall also be provided to the City. Administration and personnel records shall be available for examination by the City.

- E. 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 order to document the number of low and moderate income children benefitting from the program, a Beneficiary Qualification Statements form, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", must 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 that CDBG funds are expended, and submit these Monthly Program Progress Reports with Contractor's monthly reimbursement request to the City. Copies of all submitted forms must be retained in Contractor's records for a minimum period of three (3) years from November 2, 2005.
- F. Contractor shall comply with requirements listed in 24 CFR 570.503 including: Agreement with Subrecipients; Statement of Work; Records and Reports; Program Income; Uniform Administrative Requirements; other Program Requirements; Conditions for Religious Organizations; Suspension and Termination; Reversion of Assets.

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. Termination. City shall have the right to terminate this Agreement, with or without cause, upon twenty (20) day's 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 5. 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 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 act or omission of Contractor in performing its services hereunder.

Section 6. Insurance.

A. General Liability Insurance

Contractor shall secure and maintain in force throughout the duration of the Agreement comprehensive general liability insurance covering all Children's Summer Workshops developed and conducted 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 policy 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. Certificates of insurance and endorsements 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 the 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 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 written consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

Section 9. 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.

Executed this 1st day of November 2005.

City of Redlands



Mayor

Date: November 1, 2005

Attest:



Lorrie Poyzer, City Clerk
City of Redlands

Redlands Community Music Association



Date: 10/13/05

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

Redlands, CA 92373

_____ Original: Beginning

X Amendment #12

MONTHLY PROGRAM PROGRESS REPORT

For the Month of _____, 200__

PART I: MONTHLY PROGRAM PROGRESS REPORT

The RCMA will present performing arts programs at five (5) elementary schools within city of Redlands and the surrounding area of Bryn Mawr. The schools identified serve children from primarily low- and moderate-income households. According to the California Department of Education, at least fifty-one percent (51%) of the students attending these schools have qualified for Federal Assistance by meeting the minimum requirements and qualifying for the federally subsidized State "Free/Reduced Lunch Program.";

DISTRICT	SCHOOL	FREE/ REDUCED MEALS	TOTAL ENROLLMENTS	%
Redlands	Franklin Elementary	543	801	68
	Lugonia Elementary	648	743	87
	Victoria Elementary	527	590	89
	Kingsbury Elementary	364	587	62
	Bryn Mawr Elementary	499	895	56

For each program presented, RCMA will document the number of children who attended and the school name:

[illegible]

COUNTY OF SAN BERNARDINO DEPARTMENT OF COMMUNITY DEVELOPMENT AND HOUSING

Project/Activity Title:

Redlands: Cultural Education Program – Community Music Association

Case Number: 111-20627/1234

Name/Address of Contractor Agency:

Redlands Community Music Association

P.O. Box 466

Redlands, CA 92373

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MONTHLY PROGRAM PROGRESS AND DIRECT BENEFIT REPORT
For the Month of _____, 200__

PART II: 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 number of persons served and services/benefits provided. Also report the number of "Units of Service" provided.

Type of Service:

1. Performing Art Program:

Units of Service

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

(A student attending one performance equals one (1) unit of service)

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 III: 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

Non-Hispanic

(a)

(b)

Non-Hispanic
(c) (d)

White

Black/African American

Asian

American Indian/Alaskan Native

Native Hawaiian/Other Pacific Islander

American Indian/Alaskan Native & White

Asian & White

Black/African American & White

Amer. Indian/Alaskan Native & Black/African Amer

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”

REDLANDS COMMUNITY MUSIC ASSOCIATION LIST OF EMPLOYEES

Beverly Noerr, Executive Director
Redlands Bowl Summer Music Festival

Jerri Grahman, Office Manager
Redlands Bowl Summer Music Festival