

INDEPENDENT CONTRACTOR AGREEMENT

This agreement for the provision of jazzercise instruction services ("Agreement") is made and entered into this 17th day of November, 2020, ("Effective Date") by and between the City of Redlands, a municipal corporation (hereinafter "City") and Lee Bocanegra, an individual (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Contractor has expressed an interest in developing and conducting jazzercise instruction services for City's Recreation Division; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and professional expertise similar to others in the recreation industry who conduct jazzercise instruction services;

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

AGREEMENT

Section 1. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and be for a period of three (3) years, unless earlier terminated as provided for herein.

Section 2. Services.

A. City hereby engages Contractor to develop and conduct jazzercise instruction services for the City's Recreation Division (the "Services"). The jazzercise instruction services shall be conducted at various City facilities, including, but not limited to, the Redlands Community Center, Redlands Senior Center, and the Joslyn Senior Center. Contractor shall determine the method, details and means of performing the Services and shall advise City of the same prior to the provision of any Services under this Agreement. Contractor further agrees to perform the Services to the best of its ability and in an efficient, safe and competent manner.

B. The Services may be scheduled by Contractor for any times, during week day business hours, depending upon the availability of the City facility.

C. As compensation for providing the Services, City shall register participants and collect registration fees for participants in Contractor's program. City shall pay Contractor seventy percent (70%) of the fees collected no later than twenty-one (21) days after the registration period ends. Contractor shall be responsible for payment of one hundred percent (100%) of the fees paid by a participant in connection with any refund to the participant. City shall have no obligation for refunds.

Section 3. Independent Contractor. It is the express intention of the Parties that Contractor is and shall remain during the term of this Agreement, an independent contractor and not be an employee or agent of City. Contractor represents to City that is free from the control of City as to how Contractor's Services are provided; the Services provided by Contractor are not part of City's regular business; and that Contractor is providing same or similar Services to other persons and entities through Contractor's own business, or through other businesses; and that Contractor agrees its provision of the Services pursuant to this Agreement is not Contractor's sole source of business. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City. The Parties acknowledge that Contractor is not a City employee for State tax, Federal tax or any other purpose.

Section 4. Publicity. Contractor-created marketing materials must be approved in writing by City before distribution and use. City reserves the right to broadcast, televise and photograph class participants for the purpose of marketing.

Section 5. Contractor's Employees. No other employees or agents of Contractor shall participate in the performance of the Services without the prior written consent of City.

Section 6. Business License. Contractor shall obtain a City of Redlands business license as a pre-condition of performing the Services.

Section 7. 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 8. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; or (iii) on the actual delivery date if deposited with an overnight courier; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City:
City Clerk
City of Redlands
PO Box 3005
Redlands, CA 92373
jdonaldson@cityofredlands.org
909-798-7531

Contractor:
Lee Bocanegra
1747 Fernbrook Avenue
Upland, CA 91784
redlandsjazzercise111@gmail.com

Section 9. 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 attorneys' fees and other legal expenses, arising directly or indirectly from any negligent act or omission of Contractor in performing the Services.

Section 10. Entire Agreement/Amendment. This Agreement represents the entire Agreement of the Parties as to the matters contained herein. Any amendment of this Agreement shall be effective only if it is in writing and signed by the Parties.

Section 11. 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 12. Insurance. Contractor shall obtain and maintain during the term of this Agreement all insurance required by this Section and shall submit to City certificates of insurance and appropriate endorsements evidencing that the insurance is in force and effect. Evidence of such insurance shall be provided to City within fifteen (15) days of the Effective Date of this Agreement, and prior to commencement of any Services. Acceptance of the certificates by City shall not relieve Contractor of any of the insurance requirements contained herein, nor decrease the liability of Contractor.

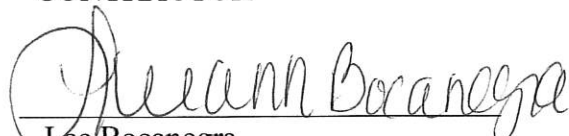
- A. If applicable, workers' compensation and employer's liability insurance for its employees throughout the term of this Agreement pursuant to Labor Code Sections 1860 and 3700, and in amounts which satisfy statutory requirements.
- B. Comprehensive and general liability insurance with a carrier acceptable to City in an amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. Such insurance shall not be cancelled unless thirty (30) days prior written notice is provided to City.
- C. Except for workers' compensation and employer's liability insurance, 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 13. 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, including fees for use of in-house counsel by a Party.

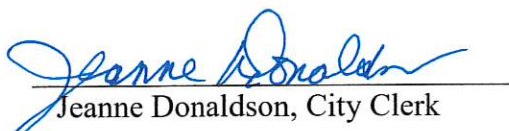
CITY OF REDLANDS


Paul W. Foster, Mayor

CONTRACTOR


Lee Bocanegra

ATTEST:


Jeanne Donaldson, City Clerk