



CITY OF DUBLIN

Parks and Community Services Department
Dublin Senior Center
7600 Amador Valley Blvd., Dublin, California 94568
(925) 556-4511

CONTRACTED SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 7 May, 2008 between the City of Dublin, hereinafter referred to as "CITY" and Las Positas Community College whose business address is 3000 Campus Hill Drive, Livermore CA 94551-9797 referred to as "CONTRACTOR," as follows:

1. **CONTRACTOR** certifies that it is an agency qualified to perform services for **CITY** as and though these services are performed for hire such services are not necessarily contractor's only occupation.

2. **CONTRACTOR** agrees on Date(s) to perform the following services during the designated semesters on:

***Summer 2008:** Starts June 16th and ends August 6th. Holidays for the semester include Independence Day on Friday, July 4th.

Fall 2008: Starts August 20th and ends December 23rd. Holidays for the semester include Labor Day on Monday, September 1st, Veteran's Day on Monday, November 10th, and the Thanksgiving Holiday from November 26th to 28th.

Spring 2009: Starts January 20th and ends May 29th. Holidays for the semester include MLK Day on Monday, January 19th, President's Day from February 13th to 16th, Spring Break from April 6th to 11th, Memorial Day on Monday, May 25th.

The Fall and Spring Semester include but not limited to the following classes on the day of the week and times specified:

* **Wellness and Moving Body**, Monday-Wednesday-Friday from 9:40 to 10:35 a.m.

Aerobic Fitness Class, Monday-Wednesday-Friday from 9:40 to 10:30 a.m.

Watercolor Class, Friday from 9:00 a.m. to 11:50 a.m.

Writing for Self Expression/Publication Class, Tuesday from 9:30 to 11:20 a.m.

Landscape Sketch Class, Wednesday from 9:00 to 11:50 a.m.

Wellness & The Moving Body Exercise Class, Thursday from 9:00 to 10:15 a.m.

3. The **CONTRACTOR** will pay their teachers for the performance of such services.

4. **CONTRACTOR** understands that **CITY** may cancel this agreement at any time should enrollment be insufficient or should funds or facilities become unavailable or should the **CONTRACTOR** not perform the services herein to the satisfaction of the **CITY**, and that **CITY** shall not be liable for compensation of the **CONTRACTOR** for the remainder of the Agreement should it be canceled.

5. The **CONTRACTOR** shall sponsor classes/activities to be conducted by and shall at its expense make available to **CONTRACTOR** the times and on the dates set forth above, the place at which said classes/activities are held.

6. **CONTRACTOR** shall acquire, repair and maintain at his/her sole cost and expense such equipment as **CONTRACTOR** needs for his/her personal use for the conduct of the aforesaid services.

7. **CONTRACTOR**, in the conduct of the services contemplated hereunder shall abide by all laws, ordinances and by the rules and regulations adopted by **CITY** relating thereto.

8. It is understood and agreed the **CONTRACTOR** in the performance of this Contract, is an independent contract or and not an employee of **CITY** or of any organization, group or individuals under Contractor's supervision or leadership as a result of this contract, and is not subject to the control or **CITY** except as herein above stated.

9. **CONTRACTOR** further agrees to assume all hazards and risks which **CONTRACTOR** may incur in the course of performing this contract and agrees to indemnify and hold the City of Dublin harmless and release the City of Dublin, its officers, employees, agents and participants, from any and all liability for any injury arising out of, or in any way connected with participating in this program. **CONTRACTOR** understands that **CITY** has no accident or Workmen's Compensation insurance for persons performing services as an independent contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Las Positas Community College Representative

Date

Phone:

Business

Ext.

Parks & Community Services Department Date

MUST HAVE TAXPAYER IDENTIFICATION NUMBER REQUEST FORM ON FILE WITH FINANCE DIVISION

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

LAS POSITAS COLLEGE QUEST PROGRAM

**MEMORANDUM OF UNDERSTANDING – LAS POSITAS COLLEGE/
LIVERMORE AREA RECREATION AND PARK DISTRICT**

Livermore Area Recreation and Park District (LARPD) will:

1. Class instruction will be held at the Robert Livermore Community Center (RLCC), 4444 East Avenue, Livermore.
2. Include publicity, class listings (when space is available) in LARPD publications (ie., District Brochure, Senior Newsletter).
3. Set up room for instructor, when building attendant is available.
4. Provide storage space to instructors, if available.
5. Provide limited access to copy machines and other clerical office needs. Instructors need to have visible badges on their person to enter the workroom areas after checking in with office staff. LARPD-SSC staff will provide these upon request.
6. Distribute Quest flyers to the community; LARPD facilities, libraries, Chamber of Commerce, etc.
7. Forward copies of any written communications between LARPD and the on-site Quest instructors to Marge Maloney, Dean of Social Science & Wellness and Quest Director.
8. Have access to classrooms on an as needed basis. Usually a minute or two at the beginning of class for necessary announcements.
9. Require an LARPD Waiver form for emergency information to be completed by all students, at the beginning of each session. (Summer, Fall, Winter/Spring)
10. Require instructors to have LARPD photo I.D.

Quest Program will:

1. Provide instructors for classes.
2. Inform LARPD of class schedules, dates and times, in writing a minimum of three (3) months before the first class meets.
 - April deadline for Fall
 - September deadline for Winter/Spring
 - February deadline for Summer

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2. Inform LARPD of class schedules, dates and times, in writing a minimum of three (3) months before the first class meets.
 - April deadline for Fall
 - September deadline for Winter/Spring
 - February deadline for Summer

3. Send to LARPD, Quest class brochures.
4. On an annual basis, provide a certificate of insurance naming LARPD as additionally insured.
5. Require each Quest instructor to meet with LARPD prior to first class meeting each semester to review facility set-up needs, holiday schedule, and LARPD student registration.
6. Provide instructors with a supply of Las Positas Accident forms and the LARPD Senior Services office.

Maureen Gandara Swinbank
Maureen Gandara Swinbank
Supervisor-Senior Services
Livermore Area Recreation
& Park District
Date: 4-24-08

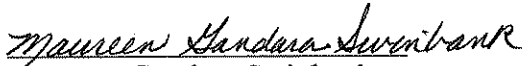
Marge Maloney
Marge Maloney
Dean of Social Science & Wellness
Quest Director
Las Positas College
Date: 5/26/08


Bob Kratochvil
Bob Kratochvil
Vice President
Business Services
Las Positas College
Date: 5-30-08


Laurel Jones
Laurel Jones
Vice President
Academic Services
Las Positas College
Date: 5/28

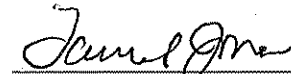
This contract will remain in effect until amended version agreed upon by both parties supersedes it.

3. Send to LARPD, Quest class brochures.
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Supervisor-Senior Services
Livermore Area Recreation
& Park District
Date: 4-24-08


Marge Maloney
Dean of Social Science & Wellness
Quest Director
Las Positas College
Date: 5/26/08


Bob Kratochvil
Vice President
Business Services
Las Positas College
Date: 5-30-08


Laurel Jones
Vice President
Academic Services
Las Positas College
Date: 5/27/08

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Pleasanton Senior Center
Activity Space Use Agreement
Attachment A
Rules and Regulations

Agency/Organization Name CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, herein referred to as "Operator," and the City of Pleasanton, herein referred to as "City," enter into this date of month July, year 2008 in the City of Pleasanton, County of Alameda, this Activity Space Use Agreement for the use of space in the Pleasanton Senior Center for:

Name of Activity *Provide older adult classes as part of the Las Positas Quest Program*

City grants to Operator, and Operator accepts from City, a nonexclusive right to use an activity space in the Pleasanton Senior Center, located at 5353 Sunol Boulevard, Pleasanton, California ("the facility"), upon the terms and conditions herein set forth.

1. Facility areas to be used shall be restricted to those stated on the attached Activity Space Use Agreement. Other rooms in the facility may be used by special arrangements with Senior Center staff. Note: all activity areas are multi-use, shared areas.
The terms of this agreement are limited to the inclusive dates and times specified on the attached Activity Space Use Agreement. Use is limited to days/times available during the normal operational hours of the Pleasanton Senior Center Program. City holidays and functions will preclude Operator use of the facility.
2. Operator's use of furnishings shall be limited to a reasonable number of chairs and tables provided in the specific space requested.
3. Operator shall provide an authorized staff person at the facility during all hours of its occupancy to provide supervision and control of its scheduled activity. The name and telephone number of the staff person(s), and volunteers, will be provided to the City.
4. Operator shall be responsible to leave the space clean and furnishings arranged as directed by the on-site staff.
5. Operator shall designate a staff member to attend monthly Pleasanton Senior Center Management meetings, to represent Operator in the decision of all program areas related to the Senior Center.
6. Operator shall acknowledge the City of Pleasanton and the Pleasanton Senior Center in all program promotional materials marketing the Operator's services/activities at the Senior Center.
7. Operator shall reimburse the City for any and all costs resulting from Operator's damage to the facility or furnishings, when such damage or loss was caused by, or resulted from use of the premises, by Operator.
8. During the entire term of this Agreement, Operator shall keep in full force and effect a policy or policies of insurance with limits of at least \$500,000.00 per occurrence for any and all bodily injury damage claims and at least \$10,000.00 per occurrence for any all property damage resulting from Operator's use of the facility. Operator shall provide City with a Certificate of Insurance naming the City, its elective and appointive boards, commissions, officers, agents, employees, and volunteers as additional insureds and evidencing the above-specified coverages. City may terminate this agreement at any time if Operator fails to keep such policy in effect or fails to provide evidence of such coverage upon request. Operator shall also provide City evidence that all employees are covered by workers' compensation insurance.
9. Operator shall notify the City, in writing, of any changes to the attached Activity Space Use Agreement regarding, dates, times or omissions no less than 10 working days prior to the proposed change(s). The City will notify the Operator in writing of any changes to the Agreement no less than 10 days prior to the proposed change(s).

I have read and agree to the terms stated herein.

Agency Organization Representative

Date

Printed Name/Title