



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 26 of April, 2010, and is effective beginning June 14, 2010 through May 27, 2011, 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:
 The Summer Semester 2010 starting on June 14, and ending on July 23 include:
 - Dance Aerobic/Body Sculpting: Monday-Wednesday-Friday, 9:40 - 10:55 a.m.
 - Holiday includes Independence Day on Monday, July 5.
3. The Fall Semester starting August 18th and ending December 21 includes:
 - Aerobic Fitness: Monday-Wednesday-Friday, 9:40 - 10:15 a.m.
 - Watercolor Painting I, II, III/Painting with Water Media, Friday, 9:00 a.m. - 12:00 p.m.
 - Writing a Book/Publication, Tuesday, 9:30 - 11:20 a.m.
 - Landscape Sketching I/II: Wednesday, 9:00 - 11:50 a.m.
 - Wellness & Moving Body Exercise: Thursday, 9:00 - 10:15 a.m.
 - Holidays include Labor Day, Monday, September 6; Veteran's Day, Friday, November 12, and the City Holiday, November 11; and Thanksgiving Holiday, November 24-26.

The Spring Semester classes have not yet been determined; classrooms will be on hold until November 2010.
 The Spring Semester 2011 starts January 11th and ends May 27th. Holidays for the semester include Martin Luther King Jr. Day, Monday, January 17, Presidents' weekend, Friday, February 19 - Monday, February 21, and Spring break, Monday, April 18 - Saturday April 23.

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 his 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: _____ | Parks & Community Services Department | Date _____ Business |
| Ext. _____ | | |

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. Forward copies of any written communications between LARPD and the on-site Quest instructors to Dean of Social Science & Wellness and Quest Director.
7. Have access to classrooms on an as needed basis. Usually a minute or two at the beginning of class for necessary announcements.
8. Require an LARPD Waiver form for emergency information to be completed by all students, at the beginning of each session. (Summer, Fall, Winter/Spring)
9. Provide LARPD Accident Report Forms to instructor. These must be completed and submitted to the Senior Services Supervisor within 24 hours.
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
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: 5-13-10

Lorenzo Legaspi
Vice Chancellor
Business Services
Chabot-Las Positas Community
College District
Date: _____

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

INSURANCE AND INDEMNIFICATION

1. The Contractor shall indemnify, hold harmless and defend the District and its employees, students, agents and representatives from any acts of the Contractor where liability exists by reason of the negligent or willful acts or omissions of the contractor, its employees, agents and representatives or the defective condition of contractor property and/or equipment.
2. The District shall indemnify, hold harmless and defend the Contractor and its employees, agents and representatives from any acts of the District wherein liability exists by reasons of the negligent acts or omissions of the District, its employees, students, agents and representatives.
3. In the event of any claims for damages which may arise out of this Agreement, liability for same shall be determined as follows:
 - a. Any claims of the Contractor, its agents or employees, shall be the liability of the Contractor. Contractor's insurance shall be considered primary and the District's insurance shall be considered excess.
 - b. Any claims involving the District, its students, faculty, agents or employees, except claims covered by workers' compensation, shall be the liability of the District. District's insurance shall be considered primary and contractor's insurance shall be considered excess.
4. The District shall provide a certificate of insurance under its comprehensive general liability insurance policy, naming the Contractor as additional insured and specifying this insurance shall not be changed or canceled without fifteen (15) days prior written notice to the Contractor.
5. The Contractor shall provide a certificate of insurance under its comprehensive general liability insurance policy, naming the District as additional insured and specifying this insurance shall not be changed or canceled without fifteen (15) days prior written notice to the District.



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 2010 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



Pleasanton Senior Center
Activity Space Use Agreement

5353 Sunol Boulevard, Pleasanton, CA 94566 - Phone (925) 931-5365

Space/Room

Main Hall (total space) X
Meeting Room
Kitchen
Conference Room
Main Hall - West Side X Main Hall - East Side Only
Classroom
Adult Day Room
Other
Arts/Crafts Room X
Card Room

Applicant Agency

Chabot-Las Positas Community College District

Contact Name and Title

Lorenzo Legaspi,
Vice Chancellor of Business Services

Address

3000 Campus Hill Drive

City

Livermore, CA 94551-9797

Phone

(925) 424-1275

Email:

Type of Activity

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

Dates of Use (Inclusive)

From Month July Day 1 Year 2010 to Month June Day 30 Year 2011

Day of Use

Weekly: Monday X Tuesday X Wednesday X Thursday X Friday X

Monthly: First Week Second Week Third Week Fourth Week
On: Monday Tuesday Wednesday Thursday Friday

Quarterly: Month Day of Week Date (s)

Time of Use

(Please see attached schedule.)

Will there be a fee collected? Yes X No

If yes, please explain the purpose of the fee.
administrative costs.

Fees collected by Las Positas Quest Program to cover their

Hold Harmless

I certify that the above information is accurate. I certify that I have read the Rules and Regulations pertaining to facility use and agree to comply with the Rules and Regulations (Attachment A). I further agree to be personally responsible for informing those using the facility as scheduled in the application of the rules and regulations of the City. I, or organization, through me, agrees to be responsible for any damage sustained by the facility, equipment, or furniture during use of the facility and further agree to release and hold harmless the City of Pleasanton from any and all liability for damage or injury to person or property of the undersigned due to use of said facility. Evidence of this Hold Harmless Agreement shall be provided through a Certificate of Liability Insurance from any insurance carrier or, if available, through special facilities insurance purchased through the City of Pleasanton.

Signature of Representative

Organization

Date

For Office Use Only

Date

Authorized Signature

Insurance Certificate Attached

Insurance Carrier

Date

Quest Education Classes

Fiscal year 2010-2011

| | | |
|---------------------------|-------------------------|----------------|
| *SPANISH FOR LIFE | 12:30 p.m. – 2:20 p.m. | Monday |
| *DANCE EXERCISE | 9:00 a.m. – 10:15 a.m. | Tuesday/Friday |
| *FIFTY PLUS-FIT FOR FIFTY | 10:25 a.m. – 11:40 a.m. | Tuesday/Friday |
| *GUTS AND BUTTS WORKOUT | 10:15 a.m. – 11:30 a.m. | Wednesday |
| *YOGA FOR 50 PLUS-INTERM. | 9:00 a.m. – 10:15 a.m. | Thursday |
| *YOGA FITNESS | 10:20 a.m. – 11:35 a.m. | Thursday |
| *LINE DANCE FITNESS | 1:30 p.m. – 2:50 p.m. | Friday |

SUMMER CLASSES:

| | | |
|--------|--|----------------------|
| **YOGA | 2:30 p.m. – 3:50 p.m. 10:00 a.m. – 12:00 p.m. | Tuesday/ Thursday |
|--------|--|----------------------|