



**CONTRACT FOR INSTRUCTIONAL THEATRICAL SET BUILDING SERVICES
(Library and Recreation Department)**

THIS AGREEMENT is made and entered into this 18th day of June 2019, by and between the CITY OF PLEASANTON, a municipal corporation (hereinafter referred to as the “City”), and **Chabot-Las Positas Community College District** whose address is **7600 Dublin Blvd, Dublin, CA 94568**, and telephone number is 925-424-1127, (hereinafter referred to as the “Contractor”).

In consideration of the mutual covenants, agreements and conditions contained herein, City and Contractor agree as follows:

1. **Instructional Set Building Services**. Contractor shall diligently perform the services and instruction and provide the off-site building space, equipment, and materials, agreeing to Project Schedule, described in Exhibit ‘A’, Scope of Work, attached hereto and incorporated herein by this reference.
2. Las Positas College shall provide a location for set building
3. **Term**. Time is of the essence. Contractor shall begin providing the services described in Exhibit A starting as soon as August 6, 2019 and shall complete those services by April 10, 2020.
4. **Compensation**. City shall provide payment to the Las Positas College Theater Arts Department by September 13, 2019 (\$2,000.00) and again by November 12, (\$2,000.00) for a total of \$4000.00, for the fiscal year.
5. **Supplies and Materials** related to 2019-20 City program season used in construction of theatrical sets will be reimbursed to Contractor, based on provided receipts and expense sheet at the end of each completed build. Arrangements may also be made for City personnel to use a City authorized credit card for purchasing. Materials and supplies expenses shall not exceed \$2000.00 per production or \$4,000.00 for the fiscal year.
6. **Changes**. City may request, from time to time, changes in the scope of services to be provided by Contractor. Any changes shall be mutually agreed upon between City and Contractor and shall be the subject of a written amendment to this Agreement.
7. **Contractor’s Status as Independent Contractor**. In the performance of the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents, servants, and employees and are not agents, servants, or employees of City.
8. **Termination at Convenience of City**. The City may terminate this Agreement by December 13, 2019 or March 20, 2020 by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and Contractor shall perform no further work. If the Agreement is so terminated, the Contractor shall be paid for that percentage of work completed based on a pro-rated portion of the total fixed sum compensation described above at the time the notice of termination is received.
9. **Non-Assignability**. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation therein.



10. **Indemnify and Hold Harmless.** Contractor shall defend, indemnify, and hold harmless, the City and its officers and employees from and against all claims, losses, damage, injury, and liability for damages arising from errors, omissions, negligent or wrongful acts of the Contractor in the performance of its services under this Agreement. Regardless of whether the City has reviewed and/or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the services as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Contractor from its obligation under this paragraph.

11. **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the following insurance coverage:
 - a. **General Liability and Bodily Injury Insurance.** A comprehensive, general liability insurance policy in the amount of \$1,000,000.00 combined limit for bodily injury and property damage and provide that the City, its officers, employees and agents are named additional insured under the policy. The policy shall state in writing either on the certificate of Insurance or attached rider thereof that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance affected by City of other named insured will be called on to cover a loss covered thereunder.

 - b. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Contractor's employees, all in strict compliance with State laws, and to protect the City from any and all claims thereunder.

12. **Certificate of Insurance.** Contractor shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing the insurance coverage(s) set forth above and which shall provide in writing that no cancellation, major change in coverage, or expiration by the insurance company will be made during the term of this Agreement without thirty (30) days written notice to the City prior to the effective date of such cancellation or change in coverage.

13. **Notices.** All notices herein required shall be in writing and shall be sent by mail, postage prepaid, addressed as follows:

TO CITY: City of Pleasanton
 Community Services
 P.O. Box 520
 Pleasanton, CA 94566

TO CONTRACTOR: Chabot-Las Positas Community College District
 7600 Dublin Blvd
 Dublin, CA 94568



14. **Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons to work under this contract because of race, color, national origin, ancestry, sex, sexual preference or religion of such person.
15. **Business License.** All services and instruction rendered in this contract will be performed on the grounds of Las Positas College in Livermore, California, thus a Pleasanton business license is not required.
16. **Waiver.** In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.
17. **Attorney's Fees.** The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.
18. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties relative to instructional theatrical set building services for the program(s) and modification hereof shall not be effective unless and until such modification is evidenced by a written amendment signed by both parties to this Agreement.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

By _____
Tamara Whitney
Recreation Manager, Civic Arts

Date _____

CONTRACTOR

By _____
Doug Roberts
Chabot-Las Positas Community College District, Vice Chancellor of Business Services

Date _____



Exhibit A Scope of Services

- 1) The Las Positas College Theater Arts Department’s Career Technical Education program will provide staff, facility, curriculum, and instruction to provide set building and painting services for the City of Pleasanton’s Children’s Theater Program.
- 2) The Las Positas College Theater Arts Department shall provide the shop facilities and equipment needed in building sets for the City.
- 3) This agreement will also allow both parties to negotiate work for a third production for the City’s Summer Drama Camp program should both agree.

Project Schedule

Winter 2019 Production Title: <i>Frozen JR.</i>	Spring 2020 Production Title: <i>Honk JR.</i>
9/20/19: Drawings from City 10/11/19: Build Starts 11/15/19: Build Complete Picked Up 11/18/19: Load-in at Amador Theater 12/2/19: Alternate Load-In Date	11/26/19: Drawings from City 1/24/20: Build Starts 3/6/20: Build Complete Picked Up 3/9/20: Load-in at Firehouse Arts

Fee Schedule

(Not to exceed fifty (50) hours per production)

Winter 2019 Production

Item	Date Due	Amount Due	Notes
Las Positas College Theater Arts Department Compensation	9/13/2019	\$2000.00	
Set Supplies and Materials	11/15/2019	\$2000.00	May be less than \$2000.00

Spring 2020 Production

Item	Date Due	Amount Due	Notes
Las Positas College Theater Arts Department Compensation	11/12/2019	\$2000.00	
Set Supplies and Materials	3/6/20	\$2000.00	May be less than \$2000.00

BUDGET FOR SCOPE OF WORK	\$8,000.00	May be less, depending on materials purchased
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