



CITY OF DUBLIN

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

Notation-Document Prepared By:
City of Dublin

CONTRACTED SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the **26th of March, 2009**, and is effective beginning July 1, 2009 through June 30, 2010, 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 2009:** Starts June 15th and ends August 7th. Holidays for the semester include Independence Day on Friday, July 3rd.

Fall 2009: Starts August 17th and ends December 18th. Holidays for the semester include Labor Day on Monday, September 7th, Veteran's Day on Friday, November 13th, and the Thanksgiving Holiday from November 25th to 27th.

Spring 2010: Starts January 19th and ends May 28th. Holidays for the semester include MLK Day on Monday, January 18th, President's Day from February 12th to 15th, Spring Break from April 5th to 10th, Memorial Day on Monday, May 31st.

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. (*Summer 2009)

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:

Anna M Hudson 4-28-09

Business

Ext.

Parks & Community Services Department

Date

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