

AGREEMENT

THIS AGREEMENT is made and entered into this 19th of January 2005, by and between

New Dawn Consulting  
P.O. Box 14941  
Fremont, CA 94539  
510-651-2182

hereinafter called the Contractor, and the

OHLONE COMMUNITY COLLEGE DISTRICT  
Entrepreneurial Programs  
43600 Mission Boulevard  
Fremont, California 94539-0390  
(510) 659-7358

hereinafter called the District.

WITNESSETH:

WHEREAS, Contractor has special expertise in Ergonomics, Environmental Health & Safety, Hazardous Waste Management and Safety Training, Environmental Compliance and

WHEREAS, the District desires the services of the Contractor;

The parties agree as follows:

1. The period of this agreement shall be from January 31, 2005 – December 31, 2005
2. The contractor shall provide the following consulting service for the Contract Education Department for Borden Chemical, Inc.:
  - Contractor will review Borden procedures against Cal OSHA standards
  - Contractor will incorporate Cal OSHA revisions into training and Borden procedures
  - Contractor will create Borden survey/audit forms where needed
3. The District shall pay the Contractor for services rendered:
  - Review of Borden Safety Procedures with Cal OSHA standards, incorporate changes, create audit forms: 30 – 60 hours @ \$50.00 hour (not to exceed \$3,000.00 )  
\$1,500.00 - \$3,000.00

4. The District shall not be liable to the Contractor for personal injury or property damage sustained by her/him in the performance of this contract, whether caused by herself/himself, the District, its officers, agents or employees, or by any third person.
5. The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, its officers, its employees, and representatives from and against all liability, loss, cost, and obligation on account or arising from the negligent acts or omission of the contractor in the performance of the services herein provided.
6. While performing service hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the District.
7. We reserve the right to cancel this offering at our discretion.
8. Neither party shall assign this agreement nor any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written.

-Contractor-

-District-

NEW DAWN CONSULTING

OHLONE COMMUNITY  
COLLEGE DISTRICT

By \_\_\_\_\_

Dawn Langer  
Title: Chief Operations Officer

By \_\_\_\_\_

Leta Stagnaro  
Title: Dean, Entrepreneurial Programs

Date: \_\_\_\_\_

Date: \_\_\_\_\_