

CITY OF NEWARK
AGREEMENT FOR SPECIAL SERVICES


THIS AGREEMENT is entered into this eighteenth of November 2008, by and between Ohlone College to furnish computer instructors herein after referred to as "Contractor" and the City of Newark, a California Municipal Corporation, hereinafter referred to as "City."

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Contractor(s) agrees to perform the following services: To teach Technology Gadget classes to senior citizens on Wednesdays, February 18-March 11 and April 1-April 22, 2009 from 2:00-4:00pm. Classes will be conducted at the Newark Senior Center, computer lab, 7401 Enterprise Drive, Newark CA 94560. This is subject to renewal for additional terms after review and agreement by city and contractor.
2. This agreement may be terminated by either party at the sole discretion of either party, upon the giving of thirty (30) days' written notice to the other party of said intention of termination. In the event of Insufficient registration, the class will be canceled and contractor will not be compensated.
3. It is understood and agreed that Contractor, in the performance of this agreement, is an independent contractor and not an employee of City.
4. City does not provide accident or worker's compensation for persons performing services as independent contractor(s).
5. Contractor agrees to indemnify and hold City and its officers, agents and employees free and harmless from any liabilities, claims or damages caused by, arising out of or in any relation to the performance by Contractor of services under this agreement. Contractor agrees to and shall maintain in force during the existence of this Agreement, at its sole cost and expense, comprehensive general public liability insurance. The policy or policies of said insurance shall name insured, or as additional insured, the City of Newark, and the officers, agents, and employees of said City. Contractor shall at all times maintain general public liability insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage. A copy of said insurance policy or policies shall be furnished to City, upon execution of this Agreement and shall contain a provision that written notice of cancellation or of any material change thereof shall be delivered to the City thirty (30) days in advance of the effective date thereof. In the event that other than the aforesaid persons are named in said policy or policies as insured or additional insureds, Contractor shall furnish City with satisfactory cross liability endorsement therein.

Such policies shall be issued by a company or companies approved in writing by City. Contractor shall increase the aforesaid limits upon the written demand of City provided that such increases are reasonable and justifiable by City.

CITY OF NEWARK, A California Municipal Corporation.

By: 
City of Newark

By: 
Contractor

Tax Identification number 94-2378181