

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 PERSONAL SERVICE AGREEMENT

2 **31654**

3 THIS AGREEMENT is made and entered, in duplicate, as of May 3,
4 2010 for reference purposes only, pursuant to authorization by the PARKS AND
5 RECREATION COMMISSION of the City of Long Beach ("Commission") at its meeting
6 on May 20, 2010 by and between the CITY OF LONG BEACH, a municipal
7 corporation ("City"), and Ralph Alberstrom("Contractor").

8 1. ATTACHMENT "A". Attachment "A" to this Agreement is incorporated
9 by this reference but shall be replaced during the term of this Agreement if the
10 Commission adopts new or different fees. The replacement shall be designated
11 Attachment "A-1" and so forth and shall then be incorporated by this reference.

12 2. SERVICES. Contractor shall perform the following instruction or
13 services on the days, at the times and locations, and with the minimum and maximum
14 registration limits indicated in Attachment "A": Piano Instruction.

15 3. TERM. The term of this Agreement shall begin on May 21, 2010
16 and end at 11:59 p.m. on September 30, 2013, unless terminated earlier in
17 accordance with Section 13.

18 4. FEES. City shall collect and process fees sent to it directly before and
19 after the instruction or services begin. Contractor may, at Contractor's option, collect
20 fees at the location where class is held and then shall deposit those fees within two (2)
21 business days after receipt with the City's Department of Parks, Recreation and Marine,
22 Registration/Reservations Office, between 9:00 a.m. and 6:00 p.m. on Monday through
23 Friday, excluding holidays. Contractor must obtain approval from the Commission for
24 all fees that Contractor charges prior to the start of the instruction or services.

25 5. COMPENSATION. City shall pay to Contractor one of the following as
26 compensation:

27 X A. _____ percent (65%) of fees collected pursuant to Section 4
28 excluding any facility entrance fee, pool use fee, tennis court night light

1 fee, publicity, administrative or other fee; or
2 ___ B. \$_____ per course /___/ per game /___/ per session /___/ per
3 lecture /___/ per other: _____

4 6. METHOD OF PAYMENT. City shall pay Contractor after City's
5 verification of enrollment based on City's records. Contractor shall distribute Contract
6 Class Comment Cards to all class participants at the end of the last class.

7 7. INDEPENDENT CONTRACTOR. In giving instruction or performing
8 services, Contractor is and shall act as an independent contractor and not an
9 employee, representative, or agent of City. Contractor shall be free to contract for
10 similar instruction or services for others during the term of this Agreement. Contractor
11 acknowledges and agrees that (a) City will not withhold taxes of any kind from
12 Contractor's compensation, (b) City will not obtain workers' compensation or pay
13 unemployment insurance to, for or on Contractor's behalf, and (c) City will not provide
14 and Contractor is not entitled to any of the usual and customary rights, benefits or
15 privileges of City employees. Contractor expressly warrants that Contractor shall not
16 represent himself/herself to be an employee or agent of City.

17 8. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
18 certifies that at the time Contractor executes it and during the term of this Agreement
19 Contractor does not and will not give instruction or perform services for any other
20 person or entity which would create a conflict, whether monetary or otherwise, as
21 between the interests of the City and the interests of that other person or entity.

22 9. MATERIALS AND THE LIKE. Contractor shall furnish all labor,
23 supervision, supplies, materials, tools, machinery, equipment, appliances,
24 transportation, and the like necessary to or used in giving instruction or performing
25 services under this Agreement, at Contractor's sole cost. Contractor shall not require
26 that participants in instruction or services purchase any items needed for the class from
27 Contractor if those items are available from any other source.

28 10. COMPLIANCE. In providing instruction or services, Contractor shall

1 comply with all applicable laws, rules, regulations and directions from the Director of
2 City's Department of Parks, Recreation and Marine ("Director") or designee.

3 11. PUBLICITY. Contractor shall not place, maintain or permit signs,
4 names, insignias, logos, descriptive material or the like or advertise, promote or
5 publicize the instruction or services without the prior written approval of the Director or
6 designee.

7 12. INDEMNITY. Contractor shall defend, indemnify and hold harmless
8 City, Commission, and their officials, employees and agents (collectively in this Section
9 "City") from and against any and all liability, claims, demands, causes of action, losses,
10 damage, fines, penalties, costs and expenses (including attorney's fees and court
11 costs), whether or not reduced to judgment or paid through settlement, which may be
12 asserted against City arising from or attributable to or caused directly or indirectly by
13 Contractor in the performance of this Agreement, or any alleged negligent or intentional
14 act, omission or misrepresentation by Contractor, which act, omission or misrepresen-
15 tation is connected in any way with performance of this Agreement. If it is necessary for
16 purposes of resisting, adjusting, compromising, settling, or defending any liability, claim,
17 demand, cause of action, loss, damage, fine, or penalty, or of enforcing this Section, for
18 City to incur or to pay any cost or expense, including attorney's fees or court costs, then
19 Contractor agrees to and shall reimburse City promptly after receipt from City of a
20 statement showing the amount of the costs and expenses. Contractor shall give to City
21 notice of any liability, claim, demand, cause of action, loss, damage, fine or penalty
22 within ten (10) days.

23 13. TERMINATION. If Contractor defaults in performance, City shall give
24 to Contractor ten (10) days notice to cure. If Contractor has not cured the default within
25 that 10-day period, this Agreement shall automatically terminate on the tenth day
26 without further notice from City.

27 Notwithstanding any other provision in this Agreement, either party shall
28 have the right to terminate this Agreement by giving thirty (30) days prior notice to the

1 other party.

2 On termination, City shall pay to Contractor that proportion of
3 compensation identified in Section 5 earned by Contractor and unpaid by City as of the
4 date of termination, after receipt by City of an invoice from Contractor showing the
5 unpaid amount.

6 14. AUDIT. City shall have the right to inspect and copy all books,
7 ledgers, accounts and other records of Contractor relating to this Agreement, after
8 reasonable notice from City. City shall also have the right to conduct or obtain an audit
9 of Contractor's books, ledgers, accounts and records related to this Agreement. The
10 audit will be at City's expense, but Contractor shall pay its own costs in making the
11 records available.

12 15. MINIMUM PARTICIPATION. City shall have the right to discontinue a
13 class or service or to relocate its location if the minimum class size established by
14 Contractor is not met for two (2) consecutive seasons (for example, Winter and Spring).

15 16. AMENDMENT. This Agreement, except the replacement of
16 Attachment "A", shall not be amended or any provision or breach waived except in
17 writing signed by the parties which expressly refers to this Agreement.

18 17. GOVERNING LAW. This Agreement shall be governed by and
19 construed pursuant to the laws of the State of California.

20 18. INTEGRATION. This Agreement, including all attachments,
21 constitutes the entire understanding between the parties and supersedes all other
22 agreements, oral or written, that relates to the subject of this Agreement.

23 19. LEGAL FEES. If there is any legal proceeding between the parties to
24 enforce or interpret this Agreement or to protect or establish any rights or remedies
25 under this Agreement, then the prevailing party shall be entitled to its costs and
26 expenses, including reasonable attorney's fees.

27 20. NONDISCRIMINATION. Subject to applicable laws, rules and
28 regulations, Contractor shall not discriminate in the performance of this Agreement on

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1 the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV
2 status, age, disability or handicap.

3 21. NO WAIVER. The acceptance of services or the payment of money
4 by City shall not operate as a waiver of any provision of this Agreement, or of any right
5 to damages or indemnity under this Agreement. The waiver of one default shall not
6 constitute a waiver of any other default or of the same default which subsequently
7 occurs.

8 22. NOTICE. Any notice given in relation to this Agreement shall be in
9 writing and personally delivered or deposited in the U. S. Postal Service, first class,
10 postage prepaid, addressed to Contractor at 10330 Downey Ave #20, Downey, CA
11 90241 and to City at 2760 Studebaker Road, Long Beach, CA 90815-1697
12 Att: Director, Department of Parks, Recreation and Marine.

13 Notice of change of address shall be given in the same manner as other notices.
14 Notice shall be deemed given on the date personal delivery is made or two (2) days
15 after deposit in the mail, whichever occurs first.

16 23. CONTINUATION. Termination or expiration of this Agreement shall
17 not terminate the rights or liabilities of either party which accrued or existed during the
18 term of this Agreement and prior to its termination or expiration.

19 24. GOVERNMENT DOCUMENT. To the extent that there is any
20 ambiguity or inconsistency between this Agreement and Attachment "A", the terms and
21 provision of Attachment "A" shall govern.

22 IN WITNESS WHEREOF, the parties have executed this Agreement with

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all formalities required by law as of the date first stated above.

5/23, 2010

CITY OF LONG BEACH

By *Shannon Joiner*

Title *Bureau Manager*, as
designee for Director or City Manager

"City"

5/3, 2010

Ralph Albertson

"Contractor"

This Personal Services Agreement is approved as to form on 5/8/09.

ROBERT E. SHANNON, City Attorney

By *Dany J. Anderson*
Deputy

SELF SUSTAINING CONTRACT PROGRAM/ ACTIVITY

This is a description of the services to be performed.

1. PIANO INSTRUCTION: To teach piano and keyboard techniques to youth and adult.

Title	Piano		
Instruction Fee	\$ 102		
Admin Fee	\$4		
Publicity Fee	\$4		
Total Fee	\$110		
# weeks	8		
meetings/week	1		
hrs/meeting	1		

3. Basic qualifications: resume on file
4. Materials/Supplies furnished by instructor:
5. Materials/Supplies furnished by participant and cost: Piano book (approximately \$10)

Note: attach any supplementary information or materials that further describe the Program/Activity or Contractor.

It is my understanding that the Program/Activity details may be changed by mutual agreement of both parties and that formal approval to establish fees and initiate the activity can only be provided by the Recreation Commission in accordance with established policies.

Signed Ralph Alberstrom Date 5/3/10
 Name (please print) Ralph Alberstrom
 Address 10330 Downey Ave #20 City Downey ZIP 90241
 Telephone (Home) (or) 862-9898 (Business) (or) 413-4905
all

FOR OFFICE USE ONLY

APPROVED BY: Shirley Joimer Date: 5/23/10
 TITLE: Manager of Community Recreation Services