CITY CLERK
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C-7904
01/02/2012

AFFILIATION AGREEMENT
between
ARIZONA CHRISTIAN UNIVERSITY
and
CITY OF GLENDALE

This Affiliation Agreement ("Agreement") is entered into as of January 2, 2012 (the "Effective Date"), between Arizona Christian University, an Arizona non-profit corporation (the "University"), and the City of Glendale, an Arizona municipal corporation (the "City").

1. **Term** – The term of this Agreement will commence on the Effective Date. This Agreement may be reviewed each year and may be revised or modified only by a written amendment signed by both parties.

2. **General Terms**

   2.1 The purpose of this Agreement is to establish a relationship between the University and the City to allow University's student to supplement their educational experience by becoming an intern at the City. Students participating as an intern under this Agreement may qualify for University academic credit as determined by the University.

   2.2 The University and City will agree on a schedule for student participation at the City.

   2.3 The student's participation should complement the professional activities of the City. Students will not be used in lieu of professional or staff personnel and will be under the supervision of a City representative.

   2.4 Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the City.

   2.5 Either the City or the University may require withdrawal or dismissal from participation at the City of any student whose performance record or conduct does not justify continuance.

   2.6 Neither the University nor the City is obligated to provide for the student's transportation to and from the City or for health insurance for the student.

   2.7 A meeting or telephone conference between representatives of the University and the City will occur at least once each semester to evaluate the educational program and review this Agreement.

   2.8 Statements of performance objectives for this educational experience will be the joint responsibility of University and City personnel.

3. **Agency's Obligations**

3.1 City will designate a city employee as an internship coordinator for each University student participating under this Agreement. The internship coordinator is responsible for the educational activities and supervision of University student. The City may assign a single employee to serve as an internship coordinator for multiple students. The internship coordinator will have the required degree, training, and professional experience deemed essential by the University.

3.2 The City agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the City.

3.3 The City is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of City's employees and agents. The City is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. University students are not deemed to be employees of the City by virtue of this Agreement.

4. University's Obligations

4.1 The University will provide an administrative framework and a teaching faculty adequate in number, qualifications and competence to develop and carry forward its instruction and supervision.

4.2 The University will be responsible for developing and carrying out procedures for student selection and admission.

4.3 The University is responsible for the acts and omissions of its employees and agents and maintains insurance coverage to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The insurance coverage required under this section must be approved by City's Risk Manager. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of City's employees and agents.

5. State of Arizona Provisions

5.1 Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

5.2 Conflict of Interest. This Agreement is subject to A.R.S. § 38-511. This Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the City in any capacity or a consultant to the City with respect to the subject matter of this Agreement.

5.3 Non-Appropriation. If City's performance under this Agreement depends upon the appropriation of funds by its governing body, and if the governing body fails to appropriate the funds necessary for performance, then the City may provide written notice of non-appropriation to the University and cancel this Agreement without further obligation of the City.

6. Miscellaneous

6.1 Each party shall be responsible for its and its agents' negligence, actions and omissions.

6.2 Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.3 This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6.4 The University has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program. The University warrants compliance will all federal immigration laws and understands that any breach of this warranty subjects the University to penalties, including termination of this Agreement. The City has the right to inspect the papers of University's employees participating in this Agreement to ensure compliance with this paragraph.

6.5 The University certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have "scrutinized" business operations, as defined in the preceding statutory authority, in the countries of Sudan and Iran.

[SIGNATURES ON NEXT PAGE]

"University":

ARIZONA CHRISTIAN UNIVERSITY, an Arizona non-profit corporation

Gary P. Damore

By: Gary P. Damore, Ed.D.
Its: Provost

"City":

CITY OF GLENDALE, an Arizona municipal corporation

Horatio Skeete for

Ed Beasley
City Manager

ATTEST:

Pamela McCreath for

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall, City Attorney