



EDUCATIONAL SERVICES AGREEMENT

Credit Courses

This agreement is between CITY OF GLENDALE ("Contractor"), an Arizona municipal corporation, located at 5800 W. Glenn Drive, Suite 350, Glendale, AZ 85301, and the Maricopa County Community College District ("MCCCD"), on behalf of GLENDALE COMMUNITY COLLEGE ("College"), a political subdivision of the State of Arizona, for the provision of certain educational services within the State of Arizona ("Agreement").

BACKGROUND

- A. Contractor has the state-of-the-art facilities and equipment for the purpose of training employees in all phases of firefighting and associated services.
- B. College, after evaluating the course content and instructional guidelines according to the College's strict curriculum criteria, has determined Contractor's current training classes set forth in Exhibit A qualify for certain number college credits as set forth in Exhibit A ("Courses").
- C. Contractor and College desire to enter into a mutually beneficial agreement under which Contractor will provide the instruction and facilities for some of College's Courses. College will, in turn, provide those in the Courses ("Students") with college credit for the successful completion of the Courses under the terms specified in this Agreement.

OFFICE OF GENERAL COUNSEL
RECEIVED

AGREEMENT

AUG 17 2012

The parties agree as follows:

- 1. **Duration.** This Agreement shall be effective on the date that authorized representatives of both parties have signed it, and shall expire on JUNE 30, 2015 unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 11.
- 2. **Contractor Responsibilities.**
 - 2.1. Contractor shall provide instructors for the Courses. The instructors directly teaching in the classroom shall at all times during this Agreement meet the standards established by MCCCD for its faculty teaching the same curriculum. Instructors shall not be considered adjunct faculty for the College, and shall not be entitled to any of the benefits to which adjunct faculty are entitled.
 - 2.2. Contractor shall locate the site for the courses in facilities that are appropriate to the needs of specific programs and the College's standards. Contractor shall not teach any Course on MCCCD's property, or on a facility under MCCCD's control.
 - 2.3. Contractor shall be responsible for registering the Students for the Courses. **To assist College in complying with the mandates of Arizona Revised Statutes §15-1803 (precluding in-state status for persons who are not citizens or legal residents of the United States), College will provide Contractor with a list of acceptable documents for the purpose of verifying a student's in-state status. Notwithstanding any provision in this Agreement, College will indemnify and hold harmless Contractor against all actions, claims, and damages arising out of Contractor's effort to verify a student's in-state status.**
 - 2.3.1. Each Student taking a Course must be registered at the beginning of the course.
 - 2.3.2. College must receive a completed student registration form for each Student before the College will record the Student as enrolled in each Course.

- 2.4. Because Contractor is teaching College credit courses, the federal Family Educational Rights and Privacy Act of 1974 applies and Contractor is required to comply with it concerning the Students in the Courses. Contractor shall not provide Student roster lists, or any educational records such as grades and Social Security numbers, about those Students to any person unless the Student expressly authorizes MCCCDC or the College to disclose such information.
 - 2.5. Contractor shall advise each instructor, before teaching any course covered by this Agreement, about the requirements of this Agreement, and particularly those set forth in Paragraphs 2.4.
 - 2.6. Contractor instructors shall grade Students according to standards of MCCCDC and College. Contractor shall return to the College, within 7 days after completion of each Course, the final grade sheets and the rosters of Students:
 - 2.6.1. Whose attendance meets MCCCDC's requirements for summer, short term, open-entrance/open-exit, or full semester (16 weeks) courses, whichever is applicable; and
 - 2.6.2. Who did not withdraw or should have been withdrawn under MCCCDC's withdrawal policies.
3. **Evaluation of Curriculum, Coursework and Instruction.**
- 3.1. College shall re-evaluate Contractor's curriculum, coursework, and instructional services on an on-going basis to assure that they each meet the criteria for receiving College credit. For purposes of accreditation, all curriculum, coursework, and instruction is under the control of College. Attachment A to this Agreement identifies the Courses that are currently approved for instruction under this Agreement.
 - 3.2. College has designated a person at the College to be responsible for verifying that the grade rosters submitted under Paragraph 2.6 comply with applicable MCCCDC and College policies identified in that Paragraph. That person is: **THE CHAIRPERSON, PUBLIC SAFETY SCIENCES AT GLENDALE COMMUNITY COLLEGE, OR HIS OR HER DESIGNEE.**
4. **Billing for Tuition, Facilities and Instructional Services.**
- 4.1. For each Student enrolled in a course, College shall invoice Contractor for all tuition and applicable fees according to MCCCDC's current approved Tuition and Fee Schedule as follows:
 - 4.1.1. Tuition for each course based on enrollment at the appropriate tuition rate, based on residency, per semester hour;
 - 4.1.2. A registration fee;
 - 4.1.3. Course fees as appropriate; and
 - 4.1.4. Book fees as appropriate.
 - 4.2. Contractor shall invoice College for each course for facilities rental and instructional services. The amount billed shall equal the amount of fees collected by College from Contractor for that course.
5. **Termination.**
- 5.1. Either party may terminate this Agreement by giving a 30-day written notice of intent to terminate to the other party. Termination will not be effective until all the Courses in process on the date the notice is given have been completed.
 - 5.2. Either party may terminate this Agreement under Arizona Revised Statutes §38-511 for a conflict of interest.
6. **Indemnification.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which resulting vicarious/derivative liability to

the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

7. **Insurance.** Contractor shall maintain during this Agreement insurance policies for the coverages acceptable to College'specified below issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. Before providing Services, Contractor shall furnish MCCCCD Risk Manager with certificates of insurance evidencing the coverages, conditions, and limits required by this Agreement, at the following address:

MCCCCD Risk Manager
2411 West 14th Street
Tempe, AZ 85281
480-731-8879 / 480-731-8890 (fax)

The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCCD shall not contribute to it. If any part of this Agreement is subcontracted, these insurance requirements also apply to all subcontractors. The following coverage is required:

- 7.1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;
- 7.2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles; and
- 7.3. **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

8. **Nondiscrimination/ADA.**

- 8.1. Contractor shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Contractor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal employment opportunity.
- 8.2. Contractor's services and facilities shall comply with all applicable laws, including the Americans with Disabilities Act, relating to persons with disabilities.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.

10. **Funds Unavailable.** MCCCCD and College may terminate this Agreement in future fiscal years if funds become unavailable for the programs that this Agreement supports.

11. **Amendment.** The parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.

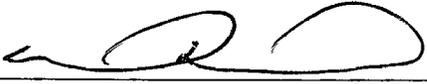
12. **Use of MCCCCD/College Logo or Name.** Contractor may only use MCCCCD's or the College's name or logo for the courses subject to this Agreement and only with the prior written approval of MCCCCD or College.

13. **Contractor Professionalism.**

- 13.1. Contractor shall provide notice immediately to the person identified in Paragraph 3.2 of any change in any license or certification required to perform the services. By signing this Agreement, Contractor certifies that it shall, at all times, maintain all applicable licenses or certifications.
- 13.2. Contractor certifies and warrants that the services it provides under this Agreement comply with all applicable laws, regulations and policies, and with this Agreement.

14. **Independent Contractor Certification.** By signing this Contract, Contractor certifies that it is an independent contractor. Contractor's employees or contractors shall not, at any time, be employees or contractors of MCCCDC or the College. Contractor shall be solely responsible for paying all applicable taxes and other governmental charges relating to its employees and contractors.
15. **Legal Worker Requirements.** As mandated by Arizona Revised Statutes § 41-4401, College and Contractor are prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214(A), which requires that "every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program." College or Contractor is not in material breach of this provision if it complies with the employment verification provisions prescribed by Section 274a and 274b of the federal Immigration Nationality Act and the e-verify requirements of Arizona Revised Statutes §23-214(A). College and Contractor both acknowledge:
- 15.1. They and their respective subcontractors comply with all federal immigration laws and regulations that relate to their employees, including compliance with Arizona Revised Statutes §23-214(A).
- 15.2. A breach of that warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 15.3. Each party retains the legal right to inspect the paper of the other party or its subcontractor to ensure compliance with the warranty specified in Subparagraph 1.
16. **Sudan and Iran.** Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, Contractor and College certify that it does not have a scrutinized business operation in either Sudan or Iran.

CONTRACTOR:
CITY OF GLENDALE

By: 
Mark Burdick
Fire Chief

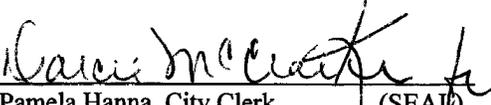
Date: 8/15/12

MCCCDC:
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for its Colleges and Skill Centers

By: Margaret E. McConnell
Margaret E. McConnell
Assistant General Counsel

Date: 8-22-12

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Craig Tindall, City Attorney



EDUCATIONAL SERVICES AGREEMENT

Credit Courses – Attachment A

1. Name of Company: **CITY OF GLENDALE FIRE DEPARTMENT**
2. Name of College: **GLENDALE COMMUNITY COLLEGE**
3. Type of Training Provided (Generally): **Incident Command Officer, Fire Officer, Tactics & Strategy and Ladder Operations.**

Course Title	Dates	Credit Hours	Maricopa Applicable Tuition	Maricopa Applicable Fees	Contractor Charges to Students
FSC 240 Incident Command Officer (Applicable Fees: Lab Fee \$109 and \$15 Registration Fee = \$124)	Calendar Year 2012	3	\$228.00	\$124.00*	\$352.00
FSC220 Fire Officer (Applicable Fees: Registration \$15)	Calendar Year 2012	5	\$380.00	\$15*	\$395
FSC204 Firefighting Tactics (Applicable Fees: Lab Fee \$5 and \$15 Registration Fee = \$20)	Calendar Year 2012	3	\$228.00	\$20*	\$248
FSC259 Advanced Ladder Operations ((Applicable Fees: Lab Fee \$100 and \$15 Registration Fee = \$115)	Calendar Year 2012	8	\$608	\$115*	\$708
*Registration fee apply each semester. Fee is charged once, with no registration fee on additional classes taken that semester.					