

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: 12C
Amend No. _____

Date prepared: **October 18, 2010** Council Meeting Date: **November 16, 2010**

TO: Carl Swenson, City Manager
FROM: Thomas Solberg, Fire Chief 
PREPARED BY: Kimberly Drabik, Management Analyst
SUBJECT: Approve the Educational Services Agreement between the City of Peoria and Maricopa County Community College District (MCCCD), on behalf of Glendale Community College, for the provision of educational services within the State of Arizona.

RECOMMENDATION: Discussion and possible action to approve the Educational Services Agreement between the City of Peoria and Maricopa County Community College District (MCCCD), on behalf of Glendale Community College, for the provision of educational services within the State of Arizona.

SUMMARY: The Educational Services Agreement was originally initiated in 2005 (LCON# 11405) which allows city instructors to teach at city facilities and permits registrants to receive college credit hours through Glendale Community College (GCC) for attendance and successful completion of the city training. This amended agreement will expire on June 30, 2014 and includes additional language on legal worker requirements as mandated by Arizona Revised Statutes § 41-4401(item 15), language regarding Sudan and Iran business operations pursuant to Arizona Revised Statutes § 35-391.06 and §35-393.06 (item 16) and Attachment A which identifies the type of training generally provided under this agreement and associated fees for related training.

FISCAL NOTE: Due to the fact that instructors and facilities will be provided by the City and college credits will be provided by the College, the parties agree that the value of the instructors and facilities equals the value of credit hours. While invoices and payments will be exchanged between the two parties, the net financial impact to each entity will be zero.

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# 12010 LIC. # _____
Action Date: _____

ATTACHMENT:

Educational Services Agreement (ESA) with MCCC
ESA – Attachment A



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281-6942

EDUCATIONAL SERVICES AGREEMENT

Credit Courses

This agreement is between the **CITY OF PEORIA** ("Contractor"), a political subdivision of the State of Arizona, located at 8351 W. Cinnabar, Peoria, Arizona 85345, 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 is in the business of **providing the City of Peoria with firefighting protection services**. Contractor wishes to provide, through College, additional training to its Fire Department employees in fire fighting tactics and operations.
- B. College, after evaluating the course content and instructional guidelines according to the College's strict curriculum criteria, has determined which of Contractor's current training classes qualify for college credit, and how much credit can be offered ("Courses").
- C. Contractor and College desire to enter into a mutually beneficial agreement under which Contractor will provide the instruction and facilities for its training program, and College will, in turn, provide those in the training ("Students") with college credit for the successful completion of the training under the terms specified in this Agreement.

AGREEMENT

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, 2014** 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 to be offered for College credit. The instructors directly teaching in the classroom shall at all times during this Agreement meet the standards established by MCCCD for its faculty teaching in the same field. 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 under a facility under the 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), Contractor shall take steps to ensure that students claiming in-state residency are entitled to do so under the law.**
 - 2.3.1. Each Student taking a course for which College credit is offered 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 credit 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 Paragraph 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 the MCCCDC's requirements for summer, short term, open-entrance/open-exit, or full semester (16 weeks) courses, whichever is applicable;
 - 2.6.2. Who did not withdraw or should have been withdrawn under the MCCCDC's withdrawal policies; and
 - 2.6.3. Who would not have been entitled to a refund under MCCCDC's refund policy.

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: GCC CHAIRPERSON OF THE PUBLIC SAFETY SCIENCES DEPARTMENT.

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; andAttachment A to this Agreement shall identify the tuition rates, and all fees applicable to each Course identified on the Attachment.
- 4.2. Contractor shall invoice College for each course for facilities rental and instructional services. The amount billed shall equal the amount of the appropriate in-state tuition rate and fees collected by College from Contractor for that course. Contractor shall pay College for any out-of-state tuition where applicable.

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. MCCCCD and College 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 specified below issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better or through a program of self-insurance. 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.** Each party 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, at all times during this Contract, provide the services under this Agreement within the highest standards of its profession.
- 13.2. 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.
- 13.3. 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 MCCCCD 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, MCCCCD is prohibited after September 30, 2008 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." A 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. As required by Arizona Revised Statutes § 41-4401, MCCCCD advises the Contractor that:
 - 15.1.** It and its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their 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.** MCCCCD retains the legal right to inspect the paper of the Contractor or its subcontractor is complying with the warranty specified in Subparagraph 1.

- 16. Sudan and Iran.** Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

[SIGNATURE PAGE TO FOLLOW]

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

CONTRACTOR:
CITY OF PEORIA

By: _____
Margaret E. McConnell
Assistant General Counsel

Date: _____

By: _____
Its Authorized Agent

Name: _____

Title: _____

Date: _____

By: _____
Bob Barrett, Mayor

Date: _____

By: _____
City Clerk

APPROVED AS TO FROM:

By: _____
Stephen M. Kemp, City Attorney

Date: _____



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
 2411 West 14th Street, Tempe, AZ 85281-6942

EDUCATIONAL SERVICES AGREEMENT

Credit Courses – Attachment A

1. Name of Company: **CITY OF PEORIA**
2. Name of College: **GLENDALE COMMUNITY COLLEGE**
3. Type of Training Provided (Generally):
Training for firefighting tactics and operations.

Course Title	Dates	Credit Hours	Maricopa Applicable Tuition	Maricopa Applicable Fees	Contractor Charges to Students
FSC 226 Incident Safety Officer		3	\$213.00	\$63.00	\$276.00
FSC 231 Chief Academy		3	\$213.00	\$40.00	\$253.00
FSC 110 Wild land Firefighting		3	\$213.00	\$40.00	\$253.00
FSC 102 Firefighter Operations		11	\$781.00	\$565.00	\$1346.00
FSC 204 Firefighter Tactics		3	\$213.00	\$20.00	\$233.00