



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EDUCATIONAL SERVICES AGREEMENT

This Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of the Santa Ana College Fire Technology Wellness Program and City of Glendale-Fire Department having its principal business address located at 421 Oak Street Glendale, CA 91204 hereinafter called "Client".

WHEREAS, Client has a need for education, training and related services; and

WHEREAS, Client desires that services be provided at Client’s facilities; and

WHEREAS District has the ability and authority to provide such services;

NOW, THEREFORE, in consideration of the payments hereinafter set forth, District shall perform services for Client in accordance with the terms and conditions set forth herein and in Exhibits A attached hereto and by this reference made a part hereof. In consideration of the services rendered, Client shall make payment to District in the manner specified in Exhibit A.

1. TERM AND TERMINATION. This agreement shall be binding and deemed effective on Insert effective date and shall remain in effect for five (3) years after that date unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate.
2. AMENDMENTS. This Agreement may be amended only by written instrument signed by both District and Client (collectively “the parties”) which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
3. COMPLIANCE WITH CALIFORNIA EDUCATION CODE AND TITLE 5 OF THE CALIFORNIA CODE OF REGULATIONS
  - a. Educational services will be conducted in accordance with California Education Code and other applicable laws and regulation. The educational services, program and or courses (PROGRAM) provided under this agreement are further described in Exhibit A, including corresponding outlines of record with documentation showing each course under this PROGRAM has been approved by the District’s curriculum committee, is consistent with Title 5 course standards and has been approved by the district board of trustees.
  - b. Although operated on-site by the Client, the PROGRAM provided under this agreement is the sole responsibility of the District. When a course is offered for credit, participants in the course will earn academic credit in accordance with District policy regarding eligibility, attendance, course work, examinations, and related policies and procedures. Accordingly, District retains responsibility for the PROGRAM and/or courses offered pursuant to this Agreement.

- c. The enrollment period and enrollment fees for PROGRAM are described in Exhibit A.
- d. District will determine whether the number of class hours related to PROGRAM are sufficient to meet the stated performance objectives, including where student(s) withdrawal prior to completion of a course or program.
- e. Client and District will agree on procedures for completing and submitting enrollment paperwork and for notifying College registrar regarding student withdrawals prior to completion of PROGRAM. These procedures are more completely described in Exhibit A.
- f. Activities under the PROGRAM will be under the immediate supervision and control of an academic employee of the district who is authorized to render service in that capacity and who has met the minimum qualifications for instruction in the discipline of the course in a California community college. The District has the primary right to control and direct the activities of the person providing the instruction. The District employee will provide immediate instructional supervision and control, in terms of physical proximity and range of communication; is in a position to provide supervision and control for the protection of the health and safety of students; will provide and be the final decision maker on student evaluations; and the authorized employee will not have any other assigned duty during the instructional activity for which attendance is being claimed.
- g. Students may be required to meet course or program prerequisites.

4. PAYMENTS. The District will invoice Client per Attachment A.

5. GOVERNING LAW AND EXTENT OF AGREEMENT. This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California and constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.

6. INDEPENDENT CONTRACTORS. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as the Client may specify in writing, District shall have no authority, expressed or implied, to act on behalf of the Client in any capacity whatsoever. District shall have no authority, expressed or implied, pursuant to this Agreement to bind the Client to any obligation whatsoever.

7. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

8. LIABILITY AND INSURANCE. Each party shall be responsible for all damages to persons or properties that occur as a result of their or their employees' fault or negligence in connection with this Agreement.

District maintains insurance to provide the following:

- General liability coverage with limits of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate.
- Workers' compensation and disability coverage as required by law;
- Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000);

The District shall provide Client with certificate(s) evidencing the foregoing coverage. District shall provide at least thirty (30) days prior written notice to Client of any substantial change to or cancellation of said coverage.

Client shall maintain a program of insurance or self-insurance to provide general liability coverage, with limits of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate and workers' compensation insurance as required by California law. Client shall provide Certificates of Insurance at least thirty (30) days prior written notice to Client of any substantial change to or cancellation of said coverage.

9. INDEMNIFICATION.

The District hereby agrees to defend, indemnify and hold harmless the Client, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District's obligations hereunder.

Client hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Client, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Client's obligations hereunder.

10. FORCE MAJEURE. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

11. DISPUTE RESOLUTION. Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless extended by stipulation of both parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

If the dispute is not resolved by mediation, either party may file a legal action in a court of competent jurisdiction in Los Angeles County

12. SEVERABILITY. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.
13. WAIVERS. No waiver of default by either party of any terms or conditions hereof to be performed, kept, or observed by either party shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained.
14. NOTICES. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:

Rancho Santiago Community College District  
Attn: Vice Chancellor of Business Services  
2323 North Broadway  
Santa Ana, California 92706

With a copy to:

Santa Ana College  
Attn: Kris Ross– Wellness Program  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706

If to Client:

[www.glendaleca.gov](http://www.glendaleca.gov)  
421 Oak Street  
Glendale, CA 91204

15. CAPTIONS. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
17. EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

**Agency:** City of Glendale -Fire Department

**District:** Rancho Santiago Community College District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Silvio Lanzas/  
Roubik Golanian

Name: Iris I. Ingram

Title: Fire Chief/  
City Manager

Title: Vice Chancellor of Business Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

Santa Ana College will provide a comprehensive Wellness Class for Client that includes a fitness evaluation, blood draw, and 4 lectures/workshops on health, fitness, and nutrition topics per the Course Outline of Record (COR).

The Fitness Assessment includes a graded exercise test on a treadmill to determine aerobic fitness, various strength and flexibility tests to determine muscle fitness, and a body composition evaluation to determine percent body fat. A resting and exercise 12 lead ECG, resting and exercise blood pressure, various pulmonary function and blood test values will be recorded and included in the fitness profile. This is a fitness assessment not a medical evaluation; the college does not provide medical review of results. All participants are encouraged to take their individual profile results to their personal doctor for review by a medical professional.

Four lectures/workshops will be provided within the agreed upon class dates of the Wellness Class. These classes may be repeated two to accommodate the needs of the agencies shift depending calendar. Students enrolled in the Wellness Class also have access to registered dietitians, exercise physiologists, and athletic trainers throughout the year. Individual and small group consultations can also be arranged upon request. There will be no additional costs for this service.

The Wellness Classes, fitness evaluation, blood tests, and access to professionals in the field will be used to assist the public safety employee in assessing their overall Wellness. The public safety employee will be able to develop a personal and job specific prescription for fitness and a healthier lifestyle.

The blood draw and blood test results will be performed by an agreed upon medical laboratory. The custom profile will include a Comprehensive Metabolic Panel, Blood Lipids, and Complete Blood Count. The blood lipid results will be used to assist in each individual's Wellness Plan. These results should be reviewed by the individual's doctor.

Classes will be scheduled at a mutually acceptable time.

## Fees and Expenses

The fee to be paid by Client to the District for the services and materials to be supplied hereunder is:

### Wellness Class and Evaluation

<b>Course Enrollment (per student):</b>	<b>\$92.00</b>
<b>Material fee:</b>	<b>\$12.00</b>
<b>Total Cost per student (tuition and fees):</b>	<b>\$104.00</b>

**Invoices.** The District shall invoice the Client at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class. Invoices shall be paid on a “net 30-day basis”.

**Blood panel are optional and the agreement for blood services is between the Client and the selected lab vendor.**

### Example:

#### West Pac Labs

#### Current Fees (2021):

<b>Custom Profile - CBC, CMP, and Lipids =</b>	<b>\$36.00 per student</b>
<b>Draw Fee =</b>	<b>\$4.00 per student</b>
<b>Total Lab Fees =</b>	<b>\$40.00 per student</b>

**Other Optional blood test are available upon request and after selection and approval. These will be paid by the client to the blood vendor or a PITUP option is available.**