Consulting Services Agreement

This Agreement ("Agreement") is between Suffolk County Community College ("College"), having its principal office at 533 College Road, Selden, NY 11784-2899, a chartered Community College (pursuant to New York State Education Law) under the sponsorship of the County of Suffolk ("County"), a municipal corporation of the State of New York; and

The Chair Academy ("Consultant"), a division of the Maricopa Community College District having its principal place of business at 145 N. Centennial Way, Mesa, AZ 85201.

The parties hereto desire to for Consultant to provide consulting services ("Services") related to the College's multi-year professional development program for senior-level higher education administrators.

Term of Agreement: September 1, 2005 through August 31, 2010.
Total Cost of Agreement: Shall be set forth in Exhibit E, attached.
Terms and Conditions: Shall be as set forth in Exhibits A through E; attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Accepted on Behalf of Maricopa County Community College for The Chair Academy

By: ________________________________
    Margaret E. McConnell
    Assistant General Counsel
Date: 5/18/06

Approved as to Legality: Christine Malafi, County Attorney

By: ________________________________
    Cynthia Kay Parry
    Assistant County Attorney
Date: 4/5/06

Suffolk County Community College

By: ________________________________
    Dr. Shirley J. Pippins
    President
Date: 6/5/06

Approved:

By: ________________________________
    James N. Canniff
    V.P. for Academic and Student Affairs
Date: 3/24/06

By: ________________________________
    Ilene S. Kreitzer, Esq.
    Executive Director of Legal Affairs
Date: 5/30/06
List of Exhibits

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General Terms and Conditions

Whereas, the College issued an RFP which was advertised on September 1, 2005 for consultants to provide management consultant services as part of multi-year professional development programs for senior-level higher education administrators; and

Whereas, the Consultant submitted a proposal in response to such RFP; and

Whereas, the College has selected the Consultant to provide the services as set forth herein; and

Now Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Inconsistent Provisions

The provisions of this Exhibit A and Exhibit B, entitled “Suffolk County Legislative Requirements,” shall prevail over inconsistent provisions of any other Exhibit and over any other document not specifically referred to in this Agreement or made part thereof by this Agreement or by subsequent amendment in writing and signed by both parties, except to the extent that such provisions of this Exhibit A and Exhibit B are specifically referred to and amended or superseded by such Exhibit or Amendments.

2. Responsibilities of the Parties

   a. The Consultant shall provide Services, as more particularly described in Exhibit D, entitled “Description of Services.”

   b. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement. The Consultant specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge and experience, if any, necessary to qualify them individually for the particular duties they perform.

3. Term and Termination

   a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.
b. Termination for Cause

This Agreement may be terminated in whole or in part in writing by the College in the event of failure by the Consultant to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall be effective unless the Consultant is given five (5) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered personally or by certified mail, return receipt requested. During such five (5) day period, the Consultant will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination. Prior to issuance of a written termination notice ("Termination Notice") by the College, the Consultant shall be given an additional five (5) days to cure all failures to fulfill its obligations under this Agreement. In the event that the Consultant has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the combined ten (10) day period, the College will issue a Termination Notice, effective immediately.

c. Termination for Convenience

i. The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Consultant is given thirty (30) calendar days' written notice of termination.

ii. Upon giving of a notice pursuant to the foregoing sub-paragraph, the Consultant shall promptly discontinue all services affected unless otherwise directed by the notice of termination.

iii. In such event of termination, the College shall pay the Consultant for the services rendered through the date of termination.

4. Indemnification

The Consultant agrees that it shall protect, indemnify and hold harmless the College and/or the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Consultant in connection with the services described or referred to in this Agreement. The Consultant shall defend the College and/or the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Consultant, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.
5. Insurance

a. The Consultant agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and/or County and as may be mandated and increased from time to time. The Consultant agrees to require that all if its subcontractors, in connection with work performed for the Consultant related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or County for the Consultant. Unless otherwise specified by the College and/or County and agreed to by the Consultant, in writing, such insurance shall be as follows:

i. Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

ii. Automobile Liability insurance (if any vehicles are used by the Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii. Worker’s Compensation and Employer’s Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. The Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers’ Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers’ Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. The Consultant shall furnish to the College Certificates of Insurance for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as an additional insured and the Consultant shall furnish a Declaration Page and Certificate of Insurance evidencing the College and County’s status as additional insureds on said policy.
d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the insurer to endeavor to notify College and the County in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. In addition, Consultant agrees to provide such notification to the College and the County immediately upon receipt of same from the insurance company. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the College and the County at its address as set forth in this Agreement in the Exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Consultant notice in writing.

e. In the event the Consultant shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due the Consultant under this Agreement or any other agreement between the College and/or the County and Consultant.

f. If the Consultant is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

6. Independent Contractor

It is expressly agreed that the Consultant's status hereunder is that of an independent contractor. Neither the Consultant, nor any person hired by the Consultant, shall be considered employees of the College and/or the County for any purpose.

7. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8. Merger; No Oral Changes

It is expressly agreed that this Agreement, including Exhibit F, represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.
9. **Set-Off Rights**

The College and/or the County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Consultant under this contract up to any amounts due and owing to the College and/or the County with regard to this contract and/or any other contract with the College and/or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the Executive Director of Legal Affairs and the County Attorney.

10. **Non-discrimination in Employment and Affirmative Action**

The Consultant agrees in connection with the performance of this Agreement that the Consultant shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, and will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

11. **Non-discrimination in Services**

During the performance of this Agreement:

a. The Consultant shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

i. deny any individual any services or other benefits provided pursuant to this Agreement; or

ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or

iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or

iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

b. The Consultant shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
   i. the types of service(s) or other benefits to be provided, or
   ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
   iii. the class of individuals to be afforded an opportunity to receive services.

12. Governing Law

This Agreement shall be governed by and construed in accordance the laws of the State of New York, to the extent permitted by law. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York to the extent permitted by law.

13. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College and/or the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

14. Conflicts of Interest

a. The Consultant agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.

b. The Consultant is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Consultant is retained on behalf of the College and/or the County. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the Executive Director of Legal Affairs and the County Attorney after full disclosure is obtained.
15. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

16. Confidentiality

Any records, reports or other documents of the College and/or the County or any of its agencies used by the Consultant pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

17. Assignment and Subcontracting

a. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

b. The Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. The Consultant shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of College and the County and Consultant. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.
19. Force Majeure

Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers, power failure or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

20. Publications and Publicity

a. The Consultant shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk.”

b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

21. Copyrights and Patents

a. Copyrights

If the work of the Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Consultant may secure copyright protection. However, the College and/or the County reserve, and the Consultant hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Consultant may apply for and secure for itself patent protection. However, the College and/or the County reserve, and the Consultant hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.
Exhibit B
Suffolk County Legislative Requirements

1. Gratuities

The Consultant represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Consultant represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

3. Child Sexual Abuse Reporting Policy

The Consultant agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

4. Consultant’s/Vendor’s Public Disclosure Statement

The Consultant represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement’s duration. The Consultant acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.
5. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

The Consultant represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

6. **Use of County Resources to Interfere with Collective Bargaining Activities**

**Local Law No. 26-2003**

The Consultant represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Consultants (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

a. The Consultant shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Consultant for any costs incurred to assist, promote, or deter union organizing.

c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Consultant services are performed on County property the Consultant must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Consultant services are for the provision of human services and such services are not to be performed on County property, the Consultant must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.
7. **Non Responsible Bidder**

The Consultant represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Consultant certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

8. **Use of Funds in Prosecution of Civil Actions Prohibited**

Pursuant to the Suffolk County Code Section §590-3, the Consultant represent that they shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

9. **Certification as to Relationships**

Pursuant to the Suffolk County Code Chapter 143, Article II, and Suffolk County Code §143-6(B) specifically, the parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

10. **Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk<http://www.co.suffolk.ny.us>. Click on "Laws of Suffolk County" under "Suffolk County Links."

*End of Text for Exhibit B*
Exhibit C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:
By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service

Charles K. Stein
Vice President Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

and

For Consultant:
By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service

Dr. Gary L. Filan
The Chair Academy
145 North Centennial Way
Mesa, AZ 85201

2. Notices Relating to Insurance

Any communication, notice or other submission regarding insurance requirements under this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:
For the College:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784

and

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Consultant:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

Dr. Gary L. Filan
The Chair Academy
145 North Centennial Way
Mesa, AZ 85201

3. Notices Relating to Indemnification and Termination

Any communication or notice regarding indemnification or termination shall be in writing
and shall be given to the County or Consultant or their designated representative at the
following addresses or at such other addresses that may be specified in writing by the
parties and must be delivered as follows:

For the College:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784
Rev. 5/5/06; Law No. 10-CC-007
Professional Development Program
The Chair Academy

and

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

and

For Consultant:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

Dr. Gary L. Filan
The Chair Academy
145 North Centennial Way
Mesa, AZ 85201

4. Notices sent under paragraphs 1, 2 and 3 above shall be deemed to have been duly given (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof.

5. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

6. Notices Relating to Litigation

i. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

ii. In the event Consultant receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Consultant shall immediately forward to the College, at the addresses set forth in sub-paragraph b above, copies of all papers filed by or against Consultant. Notices shall be as provided in paragraph 3 above.

End of Text for Exhibit C
Exhibit D
Description of Services

1. All services provided under this Agreement shall be pre-approved by the College. Services shall include, but not be limited to, management consultant services as part of the College's multiyear professional development program (Program) for senior-level higher education administrators. This Program is designed to enhance the administrative resources of personnel, from those newly appointed to administrative positions to those highly experienced in higher education, as well as to members of the College's governing Board of Trustees.

2. The Program shall offer a diverse array of topics, to include but not be limited to the following:

   Management and Leadership Development
   Policy Development
   Strategic Planning
   Governance
   Administrative Activities (Budget, Human Resources, Affirmative Action)
   Change Management
   Effective Communication
   Goal Setting
   Performance Evaluation

3. All training will be provided on site at the College, or at sites secured outside the College. When external venues are deemed more appropriate. All facility and other accommodations, including equipment, are the responsibility of the College.

End of Text for Exhibit D
Exhibit E
Payment Terms

1. General Payment Terms

a. Consultant shall prepare and present a claim form supplied by the County and approved for payment by the County ("Suffolk County Payment Voucher"). Payment by the County will be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.

b. Consultant agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.

c. The charges payable to Consultant under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.

d. The acceptance by Consultant of full payment of all billings made on the final approved Suffolk County Payment Voucher under this Agreement shall operate as and shall be a release to the County from all claims and liability to Consultant, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement.

3. Fees

Year long program $55,000
Per day cost $5,500

End of Text for Exhibit E
Exhibit F
Cancellation

The Maricopa Community colleges may cancel this Agreements under the Arizona Revised Statutes §38-511 (Cancellation for conflict of interest – http://www.azleg.state.az.us/ars/38/00511.htm) for a violation of that statute. This notice complies with the requirements of that statute.