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www.reedleycollege.edu



30277 Avenue 12, Madera, CA 93638  
T: 559-675-4800 F: 559-675-4820  
www.maderacenter.com



P.O. Box 1910, 40241 Hwy 41,  
Oakhurst, CA 93644  
T: 559-683-3940 F: 559-683-4193  
www.oakhurstcenter.com

May 5, 2016

Mazzei Flying Service  
C/O Mark Addis, President  
Golden Eagle Enterprises, Inc.  
4885 E. Shields, Suite 201  
Fresno, CA 93726

RE: AGREEMENT FOR AIRCRAFT RENTAL AND CONTRACT  
EDUCATION SERVICES

Dear Mr. Addis:

Enclosed you will find two original copies of the agreement for aircraft rental and contract education services between State Center Community College District (and its component, Reedley College) and Golden Eagle Enterprises, Inc. DBA Mazzei Flying Service.

To achieve full execution of the agreement, please sign where indicated on both copies. Keep one copy for your facility and return the other. Additionally, we ask that you provide us with a certificate of insurance in the stated amounts listed on page 2, item number 9.

We look forward to working with your company to provide exceptional aircraft flight instruction resulting in skilled professionals from this program.

Sincerely,

Donna F. Berry  
Vice President of Administrative Services, Reedley College

Enclosures: (2)

DB/sc

## STATE CENTER COMMUNITY COLLEGE DISTRICT

### AGREEMENT FOR AIRCRAFT RENTAL & CONTRACT EDUCATION SERVICES

#### AIRCRAFT FLIGHT INSTRUCTION

This Agreement for Aircraft Rental and Contract Education Services ("Agreement") is entered into by and between the State Center Community College District (and its component, Reedley College), located at 995 N. Reed Ave., Reedley, CA 93654, hereinafter, "District", and Golden Eagle Enterprises, Inc. DBA Mazzei Flying Service, hereinafter, "Company". District and Company are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, District is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Section 78021 of the *California Educational Code* to conduct Contract Instruction and Consultation Services to serve community needs;       *And*

WHEREAS, Company desires to contract with the District to provide aircraft rental, flight instruction and/or training services as identified herein.

THEREFORE, District and Company agree as follows:

1. The term of this Agreement shall be from July 1, 2016 through June 30, 2017, inclusive.
2. The classes to be offered are *Private Pilot Flight, FLT105* and *Advanced Private Pilot Flight Lab, FLT 106*. Reedley College students will utilize Company aircraft at Company's published rental rates. The scope of instructional activities and course outline are set forth in *Attachment "1"* hereto.
3. The services shall be conducted by Company at Mazzei Flying Service, located at 4885 E. Shields, Fresno, CA 93726, and at Fresno Air Terminal. Students successfully completing each class will receive college credit from Reedley College in accordance with policies of the District.
4. District agrees to pay the Company the amount of \$55.00 per hour of flight instruction. Payment of this hourly rate is based on the Company providing training in accordance with its FAR Part 141 approved syllabus, or under its published syllabus, which meets the requirements of FAR Part 61. Company agrees to submit completed, acceptable invoices, on a weekly basis, to District, at the address listed in Section 18 below, to the Attention of Dean of Career & Technology Education, with a copy to Linda Nies, Accounting Supervisor. All payments are due and payable no later than 30 days after receipt of a complete invoice. A complete invoice includes an itemized account for each student and the instruction provided, supported with HOBBS receipts and/or other form of acceptable documentation that demonstrates training was provided to the student listed in the invoice. Invoices with duplicate submissions will be delayed and may be denied in part of entirety in order to preserve the assets of the District.
5. District and Company will provide administrative liaison to the other in the performance of this Agreement. The administrative contact for the District will be David Clark, (559) 638-3300, ext.

3361, Dean of Career & Technology Education, Reedley College. The administrative contact for the Company will be Mark Addis, at (559) 251-7501.

6. The Parties agree that they shall not unlawfully discriminate in the selection of any student considered for, or receiving instruction under this Agreement because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, veteran status, genetic information, and/or medical condition.

7. Company shall provide District with Individualized Reedley College student training data on a weekly basis, supported with either HOBBS receipts or other documentation acceptable to District, demonstrating that such training was provided. District will pay Company for all approved and verified flight instruction and rental of Company aircraft, excluding check rides. All fees associated with allowable, approved, and verified services under this Agreement will be deducted from student financial aid, Veteran's Administration, or other student funds on account with the Reedley College Business Services Office upon approval of submitted documentation.

8. Indemnity: Company agrees to indemnify, defend, and hold harmless District, its trustees, employees, and agents from any and all damages, claims, or any other action or liability arising from, or relating to Company's negligent or willful acts, or omissions, relating to services and obligations required by Company under this Agreement, and for the negligent or willful acts, or omissions, of such services by Company's employees, agents, and independent contractors. District agrees to indemnify, defend and hold harmless Company, its employees, and agents from any damage or claims resulting from the grossly negligent acts or omissions of District, its employees, or agents, relating to the services and obligations required by District arising under this Agreement.

9. Insurance: Company agrees to carry a comprehensive general liability insurance, specific to aircraft operations liability, with limits of \$2,000,000 per occurrence, combined single limit, with a minimum of \$100,000 per/passenger sublimit, for bodily injury and property damage in a form mutually acceptable to both parties to protect Company and District, to protect Company and District against liability or claims of liability which may arise out of this Agreement. Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory. Company agrees to self-insure hull coverage consistent with replacement value of the plane. No later than 7 days prior to start of any FLT 105 or FLT 106 flight lab instruction scheduled to begin on August 11, 2016, Company shall provide District with certificates of insurance evidencing all coverage and endorsements including a required thirty day prior written notice of cancellation or reduction in coverage. Company agrees to name District and its officers, agents and employees as additional insureds under said policy. Company acknowledges and agrees that all flight instruction under this Agreement shall be conducted by Company's employees, and not by independent contractors. Company agrees to maintain, during all periods under this Agreement, workers' compensation insurance for its flight instruction employees in amounts as required under California law.

10. Assignment. This Agreement shall not be assigned by Company without the prior written consent of District.
11. Strict Compliance With Applicable Laws. Company's performance of the services herein must at all times meet the approval of the District, and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Company agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now, and which may in the future, become applicable to Company, the conduct of Company's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. District Right to Audit. District may conduct periodic audits of Company records relating to the services contemplated by this Agreement. Company agrees to cooperate fully with any District audit of business records relating to the services provided under this Agreement, subject to District providing Company with no less than 10 days prior written notice of such audit occurring. E-mail communication to Company shall be considered effective written notice.
13. Permits/Licenses. Company shall require that all employees secure and maintain in force all such permits, licenses, and other certifications as may be required by law in connection with the furnishing of services pursuant to this Agreement.
14. Entire Agreement. This Agreement supersedes all prior Agreements, either oral or written between the Parties with respect to the subject of this Agreement. Each Party to this Agreement acknowledges that there has been no representations, inducements, promises or Agreements, oral or otherwise made by any Party, which is not embodied herein. All amendments or modifications to this Agreement shall be in writing and signed by both Parties before each amendment or modification shall take effect.
15. Certifications. The Company personnel assigned to develop, coordinate and conduct the flight training portion of education and/or service(s) provided for herein, will be Federal Aviation Administration Certificated Flight Instructors, serving as employees of Company. All records shall be kept on file with District, along with documentation evidencing the experience and credentials of Company flight instructors and maintenance personnel.
16. Changes in Scheduled Training. Company shall communicate with the District administrator regarding any changes to the scheduled time, location or scope of the educational service agreed upon by the Company and the District, with at least 48 hours prior notice being required to change such scheduled training.
17. Notice/Termination. District and Company may terminate this Agreement upon 90 days prior written notice to the other Party. District and Company recognize that terminating classroom instructional activities prior to course instruction completion is not in the best interests of District's students. However, the parties agree that Company may terminate this Agreement upon 10 days prior written notice to District should Company's employees be required to deploy for military operations

during the term of this Agreement. Notwithstanding the foregoing, District has the right to immediately terminate this Agreement should Company's licensure or insurance requirements lapse or expire.

18. Each Party shall provide notice or communication required to be given under this Agreement in writing by: personal service; or by electronic mail (e-mail) delivery; or by First Class U.S. Postal Service mail, addressed to the other party as follows:

To College: Reedley College  
995 N. Reed Avenue.  
Reedley, CA 93654  
(559) 226-0720

With a copy to: State Center Community College District  
1525 E. Weldon Ave.  
Fresno, CA 93704-6398  
Attn: Vice Chancellor, Finance & Administration

To Company: Mazzei Flying Service  
Golden Eagle Enterprises, Inc.  
4885 E. Shields, Suite 201  
Fresno, CA 93726

And to such persons or places as either of the Parties may hereafter designate in writing. All such notices personally served or delivered by courier, or sent by electronic mail (e-mail) shall be effective when received. All notices sent by U.S. Postal Service mail shall be effective three business days after deposit in the mail.

19. Each individual executing this Agreement on behalf of the Parties represent and warrant that he/she is duly authorized to execute this Agreement on behalf of their respective PARTY and that this Agreement is binding thereto.

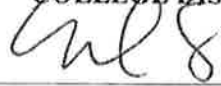
**MAZZEI FLYING SERVICE**

  
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Mark Addis  
President

Date: 5/11/16

**STATE CENTER COMMUNITY  
COLLEGE DISTRICT**

  
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Edwin Eng  
Vice Chancellor Finance & Administration

Date: 5/4/16

## ATTACHMENT 1 - SCOPE OF SERVICES

1. Company is the flight training facility chosen by District ("State Center Community College District, Reedley College" or "RC") for delivery of private pilot flight lab instruction (FLT 105 and FLT 106) to students enrolled in the RC flight-training program.
2. Company is recognized as a certified FAA 141 Training School.
3. Company's FAR Part 141 approved training syllabus will be used for all flight instruction. For those ratings where there is no FAR Part 141 approved syllabus, the Company's published syllabus meeting the requirements of FAR Part 61 may be used in lieu of with the prior approval of RC. Only Company's published and approved syllabi are recognized and approved by RC.
4. FLT 105 and FLT 106 will be conducted with PA38-112 Piper Tomahawk aircraft owned by Mazzei Flying Service at the hourly rental rate \$104.00. Additionally, no fuel surcharge will be charged unless home base fuel pricing remains over \$6.75 for a full calendar quarter. In this case the Parties will agree on revised pricing or a fuel surcharge.
5. Company agrees to provide RC a 9% reduction over the standard per person instructional rate, which shall equal \$55.00 per hour.
6. Company agrees to manage the scheduling of RC students using its standard online scheduling module.
7. All students receiving training will be previously approved by RC.
8. Students will pay RC for all approved flight training in accordance with published syllabi. Company will bill RC on a monthly basis, and shall provide sufficient documentation to support such billing, at RC's determination. Payment by RC will be due within 30 days of a completed invoice in accordance with Section 4 above.
9. Company will provide the following training records of student activity to RC on a weekly basis: Individualized RC Student Training Totals, HOBBS receipts and/or other acceptable documentation to substantiate the training provided.
10. All training totals will reflect the aircraft the student operated along with current billing rates and HOBBS meter readings.
11. Company will provide RC with detailed and individualized student training records on a monthly basis: Training receipts, Company Customer Balance Sheets, and HOBBS meter readings.
12. Company will notify RC lead instructor as soon as possible regarding the following:
  - a. When Company training aircraft are out of service for any reason.
  - b. When a student fails to complete any stage check.
  - c. When a student is not making appropriate progress.