

**AGREEMENT  
BETWEEN  
COUNTY OF SANTA BARBARA  
AND  
ALLAN HANCOCK COLLEGE JOINT COMMUNITY COLLEGE DISTRICT**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, (hereafter COUNTY) and Allan Hancock College Joint Community College District (hereafter COLLEGE DISTRICT), wherein COUNTY and COLLEGE DISTRICT agree for the purpose of outlining the duties and responsibilities of each party as they relate to providing affiliated educational courses through the COUNTY as specified in the Instructional Services Agreement Between the COUNTY and the COLLEGE DISTRICT attached hereto (Exhibit 1).

**WHEREAS**, COUNTY and COLLEGE DISTRICT wish to engage in a partnership that benefits both parties by establishing an agreement that shares instructional services, enhances efficiencies, reduces training costs, and provides accessible and expanded fire educational opportunities throughout the COUNTY at the COLLEGE DISTRICT's Public Safety Training Complex, and

**WHEREAS**, COUNTY will perform this Agreement by utilizing the personnel of the Santa Barbara County Fire Department (hereafter SBCFD).

**THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**1. DESIGNATED REPRESENTATIVE(S)**

Designated Representatives and Persons Responsible for the Implementation and Coordination of this Agreement are included in Sections 4.8, and 4.9 of the attached Scope of Services (Exhibit 1). Changes in designated representatives and the persons responsible shall be made only after advance written notice to the other party.

**2. NOTICES**

Any notice of consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as per Section 4.7 of the attached Agreement (Exhibit 1), or at such other address or to such other person that the parties may from time to time designate in accordance with this NOTICES section. If sent by first class mail, notices and contents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This NOTICES section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

**3. SCOPE OF SERVICES**

COUNTY and COLLEGE DISTRICT agree to provide services in accordance with the Scope of Services (Exhibit 1) attached hereto and incorporated herein by reference.

**4. TERM**

The Term shall be in accordance with Section 4.2 of the Agreement (Exhibit 1) attached hereto.

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**5. COMPENSATION OF COUNTY**

Compensation to the COUNTY shall be in accordance with Section 3 of the Agreement (Exhibit 1) attached hereto.

**6. STANDARD OF PERFORMANCE**

COUNTY represents that it has the skills, expertise and licenses/permits necessary to perform the services required under this Agreement, in accordance with the Agreement with Instructor (attached Exhibit 1B). Accordingly, COUNTY shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which contracted provider is engaged. Permits and/or licenses shall be obtained and maintained by COUNTY without additional compensation.

**7. CONFLICT OF INTEREST**

The parties covenant that the parties presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The parties further covenant that in the performance of this Agreement, no person having any such interest will be employed by the parties.

**8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COLLEGE DISTRICT shall be the owner of the curriculum primary or incidental to this Agreement upon production, whether or not completed; all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion.

**9. NO PUBLICITY OR ENDORSEMENT**

The COLLEGE DISTRICT shall not use COUNTY's name or logo or the SBCFD name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. COLLEGE DISTRICT shall not use COUNTY's name or logo or SBCFD name or logo in any manner that would give the appearance that the COUNTY is endorsing the COLLEGE DISTRICT. COLLEGE DISTRICT shall not in any way contract on behalf of or in the name of the COUNTY. COLLEGE DISTRICT shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or the SBCFD or its projects, without obtaining the prior written approval of the COUNTY.

**10. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for the COLLEGE DISTRICT's use in connection with the services shall remain COUNTY's property, and COLLEGE DISTRICT shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. COLLEGE DISTRICT may use such items only in connection with providing the services and shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

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**11. NON-DISCRIMINATION**

COUNTY hereby notifies COLLEGE DISTRICT that Santa Barbara COUNTY Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein, and COLLEGE DISTRICT agrees to comply with said ordinance.

**12. RECORDS, AUDIT, AND REVIEW**

COLLEGE DISTRICT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of COLLEGE DISTRICT's profession, in accordance with the Agreement (Exhibit 1) attached hereto, and shall maintain all records in accordance with appropriate records retention requirements. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during the COLLEGE DISTRICT's regular business hours or upon reasonable notice. COLLEGE DISTRICT shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to the COUNTY.

**13. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT 1-C attached hereto and incorporated herein by reference.

**14. NONEXCLUSIVE AGREEMENT**

COLLEGE DISTRICT understands that this is an exclusive Agreement and that the COUNTY shall not have the right to negotiate with and enter into contracts to provide the same or similar services as those provided to COLLEGE DISTRICT with the COUNTY during the term of this Agreement.

**15. TERMINATION**

- A. **By COUNTY** COUNTY may, by written notice to COLLEGE DISTRICT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of COLLEGE DISTRICT to fulfill the obligation herein.
  - 1. **For Convenience** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. If written notification of termination is sent prior to or during a previously scheduled class, the class shall be completed as scheduled unless otherwise directed by COLLEGE DISTRICT.
  - 2. **For Cause** Should COLLEGE DISTRICT fail to pay COUNTY all or any part of the payment set forth in Section 3 of the Agreement (Exhibit 1) attached hereto, COUNTY may, at COUNTY's option, terminate this Agreement if such failure is not remedied by COLLEGE DISTRICT within thirty (30) days of written notice to COLLEGE DISTRICT of such late payment.
- B. **By COLLEGE DISTRICT**
  - 1. **For Convenience** COLLEGE DISTRICT may terminate this Agreement in whole or in part upon thirty (30) days written notice

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2. **For Cause** Should COUNTY default in the performance of this Agreement or materially breach any of its provisions, COLLEGE DISTRICT may terminate or suspend this Agreement in whole or in part by written notice.

Upon receipt of notice, COUNTY shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COLLEGE DISTRICT as to the status of its performance. The date of termination shall be the date the notice is received by the COUNTY, unless the notice directs otherwise.

**16. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, constitution or effect hereof.

**17. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**18. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**19. NO WAIVER OF DEFAULT**

No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as often as may be deemed expedient in the sole discretion of either party.

**20. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representation, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, suspended, or changed by any oral agreements, course of conduct, waiver or estoppel.

**21. SUCCESSORS AND ASSIGNS**

All representation, covenants and warranties set forth in this Agreement, by or on behalf of, or for the

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benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**22. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the COUNTY of Santa Barbara, if in state court, or in the federal court nearest to Santa Barbara COUNTY, if in federal court.

**23. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**24. AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, the COLLEGE DISTRICT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which the COLLEGE DISTRICT is obligated, which breach would have a material effect herein.

**25. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**26. PERCENTAGE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

**27. COMPLIANCE WITH HIPAA**

The COLLEGE DISTRICT is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

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Agreement for Instructional Services between the County of Santa Barbara and Allan Hancock Joint Community College District, a California Community College District

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

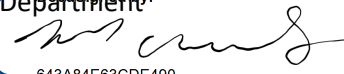
By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

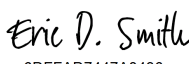
By: \_\_\_\_\_  
Joan Hartmann, Chair, Board of Supervisors


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

**RECOMMENDED FOR APPROVAL:**

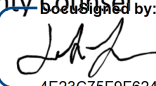
Fire Department  
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Mark A. Hartwig, Fire Chief / Fire Warden

**COLLEGE DISTRICT:**


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Eric D. Smith  
Associate Superintendent/Vice President  
Finance and Administration

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By:   
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Robert Curry  
Associate Superintendent/Vice President  
Academic Affairs

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel  
DocuSigned by:  
By:   
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Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA  
Auditor-Controller  
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By:   
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Deputy

**APPROVED AS TO FORM:**

Gregory Milligan  
Risk Manager  
DocuSigned by:  
By:   
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Risk Manager

## EXHIBIT 1 - SCOPE OF SERVICES

This Scope of Services is outlining the duties and responsibilities of each party as they relate to providing affiliated educational courses through the COUNTY and COLLEGE DISTRICT.

**WHEREAS**, the COLLEGE DISTRICT has conducted a job market study of the labor market area, and has determined that the results justify the proposed vocational education program (*Education Code section 78015*); the degree and/or certificate program has been approved by the State Chancellor's Office; the courses have been approved by the COLLEGE DISTRICT's curriculum committee as meeting Title 5 course standards; the COLLEGE DISTRICT needs supervisory and instructional services with regard to instruction for classes offered by the COLLEGE DISTRICT in cooperation with the COUNTY subject to the terms and conditions set forth in this Agreement.

### 1. RESPONSIBILITIES OF COLLEGE DISTRICT

- 1.1 COLLEGE DISTRICT shall offer the approved educational courses as outlined in Exhibit 1-H to be taught, supervised and administered through COUNTY with the understanding that any course additions or deletions will be shared between the COLLEGE DISTRICT and COUNTY Coordinators and this Agreement will be amended as needed.
- 1.2 COLLEGE DISTRICT shall assist the COUNTY in registration and other support services to students in order to adequately manage and control its course offerings. All students enrolled in the courses described above in Section 1.1 shall pay the same fees and shall be subject to the same registration policies, procedures, rules and regulations as any other students of the COLLEGE DISTRICT, including, but not limited to, grading policies, discipline policies, fee and registration policies, and attendance policies. Students seeking to enroll in the courses described above in Section 1.1 shall be subject to the exceptions and additional requirements described below.
- 1.3 COLLEGE DISTRICT shall approve of the selection of the list of instructors provided by the COUNTY, (*Exhibit 1-A*), have the right to; 1) evaluate instructors, 2) evaluate the quality of instruction to ensure that it meets the needs of students, quality and rigor equal to the COLLEGE DISTRICT'S approved course outline of record, and the accreditation requirements of COLLEGE DISTRICT. The COLLEGE DISTRICT will not provide evaluation results to the COUNTY. The COUNTY instructors and the COLLEGE DISTRICT are required to sign the Instructor Agreement form prior to the instructors teaching the class (*Exhibit 1-B*).
  - 1.3.1 COLLEGE DISTRICT shall provide the instructor an orientation, instructor's manual, course outlines, curriculum materials, and testing/grading procedures.
- 1.4 COLLEGE DISTRICT shall ensure that course offerings meet all appropriate State of California Code of Regulations (hereinafter referred to as "*Title 5*") and State of California Education Code (hereinafter referred to as "*Education Code*") requirements.

## EXHIBIT 1 - SCOPE OF SERVICES

- 1.5 COLLEGE DISTRICT hereby certifies that it is not receiving full compensation for the direct education costs of the courses described herein from any public or private COUNTY, individual or group. The COLLEGE DISTRICT is responsible for obtaining certification verifying that the instructional activities are not fully funded by other sources, (*Title 5, § 58051.5; Ed. Code, § 84752*).
- 1.6 COLLEGE DISTRICT shall provide facilities space at the Public Safety Training Complex. This facility is clearly identified as being open to the general public (*Title 5, § 58015.5*). If the location is outside the boundaries of the COLLEGE DISTRICT, the COLLEGE DISTRICT must comply with the requirement of *Title 5, sections 55230-55232* concerning approval by adjoining community college districts and use of non-District facilities.

## 2. RESPONSIBILITIES OF COUNTY

- 2.1 COUNTY shall provide instructors, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct the courses described in Section 1.1.
- 2.2 COUNTY shall provide instruction, supervision and evaluation of students in accordance with existing COLLEGE DISTRICT policies, procedures and accreditation requirements of the COLLEGE DISTRICT.
- 2.3 COUNTY shall cooperate with the COLLEGE DISTRICT to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this contract conform to the *Education Code* and *Title 5* mandated standards governing instructional programs, including class hours sufficient to meet performance objectives.
- 2.4 COUNTY shall use 100% of the money received as compensation for services under this contract for the purpose of providing the direct cost of instruction and training to the students enrolled in its courses.
- 2.5 COUNTY shall ensure each student applies for admission to Allan Hancock College in order to be eligible to register/enroll for class(s). Steps to enrollment are listed in *Exhibit 1-D*.
- 2.6 COUNTY shall provide COLLEGE DISTRICT with the name of the instructor(s), a list of student names and their student Allan Hancock College "H" Number" so the COLLEGE DISTRICT can register/enroll the students anticipated to attend each course. The COUNTY will identify each student on the list as either "COUNTY-sponsored" or "self-pay".
- 2.7 COUNTY will provide an alphabetical listing with students' name, daily course hours attended, total hours attended, letter grade and/or pass or no pass, course name, course number, dates of instruction and the instructor's name within **3 (three) calendar days** of completion of the course, and the COUNTY will invoice for payment (see *Exhibit 1-E* for a sample invoice).
- 2.8 COUNTY shall also maintain records of student attendance and achievement for (3) three years. These records will be open for review at all times by officials of the COLLEGE DISTRICT.



## EXHIBIT 1 - SCOPE OF SERVICES

- 2.9 Enrollment in the courses described in this Agreement shall be open to any person who has been admitted to the college and has met the applicable prerequisites (*Title 5, § 51006, 58106*). Any publications, including flyers, must be preapproved by the COLLEGE DISTRICT Coordinator, and the COLLEGE DISTRICT or COUNTY advertising the courses specified in this Agreement shall include the COLLEGE DISTRICT's Board Policy 5052, Open Enrollment, (Exhibit 1-F) as well as a description of the course and information about whether the course is offered for credit and is transferable. (*Title 5, § 55005*). A description of the course and information about whether the course is offered for credit and is transferable must published in the COLLEGE DISTRICT's college catalogue and listed on the COLLEGE DISTRICT's online line schedule of classes for a minimum of 30 (thirty) days before the first day the class is conducted.
- 2.10 COUNTY shall ensure that the faculty teaching different sections of the same course teach in a manner consistent with the COLLEGE DISTRICT'S approved course outline of record for that course, and that students are held to a comparable level of rigor.

### 3. PAYMENT FOR SERVICES

- 3.1 In consideration for the services provided herein, the COLLEGE DISTRICT shall pay the COUNTY \$4.75 per student instructional (contact) hour eligible for state general apportionment. It is recognized by the contracting parties that a portion of the aforementioned instructional hourly rates include payment to COUNTY for the COUNTY's provision of training facilities, per Section 2.1., as well as COUNTY's instructional staff.
- 3.2 COLLEGE DISTRICT will pay the COUNTY up to five-hundred dollars (\$500.00) for instructional consumable materials listed in *Exhibit 1-G* necessary to teach each course. Instructional consumable materials for each course must be identified in this agreement in order to establish entitlement for payment.
- 3.3 COLLEGE DISTRICT shall pay the COUNTY upon submission of valid invoices.
- 3.3.1 COUNTY shall submit an invoice to the COLLEGE DISTRICT by June 15 of each year for instructional services rendered at a rate of \$4.75 per student contact hour.

*Example: 38-hour course x 25 students = 950 contact hours  
950 student contact hours' x \$4.75 = \$4,512.50*

- 3.3.2 COUNTY shall include on the invoice, if applicable, an amount no greater than \$500.00 for instructional consumable materials used for course delivery. Instructional consumable material receipts shall be required to accompany invoices as supporting documentation for payment.

*Example: \$50.00 for wood + \$250.00 for saw blades = \$300.00*

## EXHIBIT 1 - SCOPE OF SERVICES

3.3.3 COLLEGE DISTRICT will pay COUNTY no later than 60 days after the receipt of invoice following completion of the course and submittal of the completed course grades and attendance roster, and receipts for paid materials previously approved to the COLLEGE DISTRICT.

3.3.4 COLLEGE DISTRICT will subtract from the invoice the enrollment fee (tuition) authorized by *Education Code section 76300* (currently \$46.00 per unit) for COUNTY sponsored students.

*Example: 25 COUNTY sponsored student's  
25 student's x \$46.00 enrollment fee per unit x 2-unit class = \$2,300.00*

3.3.5 COLLEGE DISTRICT will subtract the cost, if applicable, of obtaining state mandated certificates for successful COUNTY sponsored students.

*Example: 25 successful COUNTY sponsored student's  
25 successful students' x \$10.00 per certificates = \$250.00*

3.3.6 COLLEGE DISTRICT will subtract the cost, if applicable, of obtaining student instructional materials for COUNTY sponsored students.

*Example: 25 COUNTY sponsored students  
25 workbooks x \$5.00 per workbook = \$125.00*

3.4 Instructional hours are defined as those hours that are reported on the COLLEGE DISTRICT's CCFS-320, California Community Colleges Apportionment Attendance Reports, and are subject to audit by the COLLEGE DISTRICT's independent auditor, the COUNTY, and the California Community Colleges Chancellor's Office.

3.5 Under no circumstances may the COUNTY charge students any fees. All student materials (including but not limited to textbooks, workbooks, pocket guides, and operations guides) will be available for purchase by the students at the COLLEGE DISTRICT bookstores, (instructional materials are listed in *Exhibit 1-G*) or by the COLLEGE DISTRICT Coordinator per emailed requests from the COUNTY Coordinator (costs for student materials will be subtracted from the invoice per section 3.3.6). Students who are not COUNTY sponsored will be responsible for obtaining the student instructional materials.

3.6 Both the COLLEGE DISTRICT and COUNTY, by executing this contract, certify that the instructional activity to be conducted will not be fully funded by other sources. (*Title 5, California Code of Regulations, §58051.5*).

## 4. MISCELLANEOUS

4.1 If any of the provisions of this contract are found to be, or become contrary to State law or regulations or court decisions, COLLEGE DISTRICT and the COUNTY agree that the contract shall

## EXHIBIT 1 - SCOPE OF SERVICES

be renegotiated as it relates to said provision, without affecting the balance or intent of this contract.

- 4.2 The term of this Agreement shall be for a period of time commencing on November 1, 2022 through June 30, 2025. This agreement may be extended by amendment for additional periods of two (2) years upon agreement in writing by both parties. Notwithstanding the foregoing, COLLEGE DISTRICT or COUNTY may terminate this contract with or without cause, upon 30 days' written notice. COLLEGE DISTRICT agrees to reimburse COUNTY for any work performed prior to the termination date.
- 4.3 If students withdraw prior to completion of a course, the COLLEGE DISTRICT shall pay only for the instructional hours which the student completed which are eligible for state apportionment.
- 4.4 The COLLEGE DISTRICT will provide its standard student liability and medical care coverage for students attending COUNTY classes. COUNTY, its employees and agents release the COLLEGE DISTRICT from liability for claims arising due to illness or bodily injury in excess of this standard coverage.
- 4.5 Both parties will ensure that ancillary and support services are provided for students (e.g., counseling, guidance, placement assistance).
- 4.6 Approval of equivalent enrollment eligibility is not a guarantee that state regulatory and licensing authorities will also grant equivalency for licensure or employment purposes.
- 4.7 Legal Notices of the COLLEGE DISTRICT and the COUNTY shall be addressed as follows:

**COLLEGE DISTRICT:**

Eric D. Smith  
Associate Superintendent/Vice President Finance and Administration  
Allan Hancock Joint Community College District  
800 S. College Drive Santa Maria, CA 93454

**COUNTY:**

Shawna Jorgensen  
Deputy Director / Chief Financial Officer  
Santa Barbara County Fire Department  
4410 Cathedral Oaks Rd. Santa Barbara, CA 93110

- 4.8 Persons Responsible: Persons responsible for the implementation of this Agreement:

**COLLEGE DISTRICT:**

Robert Curry  
Associate Superintendent/Vice President Academic Affairs

**EXHIBIT 1 - SCOPE OF SERVICES**

Allan Hancock Joint Community College District  
800 S. College Drive Santa Maria, CA 93454

**COUNTY:**

Mark A Hartwig  
Fire Chief / Fire Warden  
Santa Barbara County Fire Department  
4410 Cathedral Oaks Rd. Santa Barbara, CA 93110

- 4.9 Persons Responsible Coordination: Persons responsible for scheduling facilities and coordinating document transfer between COUNTY and COLLEGE DISTRICT regarding this Agreement:

**COLLEGE DISTRICT:**

Denise Baldwin  
Coordinator, Contract Education  
Allan Hancock Joint Community College District Lompoc Valley Center  
One Hancock Drive, Lompoc, CA 93436

**COUNTY:**

Garrett Huff  
Division Chief-EMS/Training  
Santa Barbara County Fire Department  
4410 Cathedral Oaks Rd. Santa Barbara, CA 93110

## **EXHIBIT 1-A**

### **INSTRUCTOR LIST**

Below is a list of known COUNTY employees who are Part Time Instructors that have been vetted by the COLLEGE DISTRICT. Any additional COUNTY employee names shall be submitted to the COLLEGE DISTRICT Coordinator for consideration during the term of this Agreement. This list may be updated without an amendment to the Agreement. An updated list will be included in the yearly review per section 4.4.

#### **NAMES:**

1. Garrett Huff
2. Nikki Stevens
3. Anthony Stornetta
4. Matt Osborne
5. Jeremy Camacho
6. Marissa Halbeisen
7. Howard Orr
8. Steve Davis

**EXHIBIT 1-B**

**INSTRUCTIONAL SERVICES AGREEMENT BETWEEN ALLAN HANCOCK COLLEGE JOINT COMMUNITY COLLEGE DISTRICT, COUNTY OF SANTA BARBARA, AND INSTRUCTOR**

**Agreement with Instructor**

This agreement is made and entered into this \_\_\_\_\_ [day] of \_\_\_\_\_ [month/year], by three parties: The Allan Hancock College Joint Community College District (hereinafter "COLLEGE DISTRICT"), the Santa Barbara County Fire Department (hereinafter COUNTY and

\_\_\_\_\_ an employee of the COUNTY who is being assigned to the COLLEGE DISTRICT on a part-time basis pursuant to Title 5, California Code of Regulations, section 58058(b).

**WHEREAS**, the COUNTY has the experience, training, equipment and other resources, and staff necessary to provide training and instruction in the area of Fire Technology to COLLEGE DISTRICT students. Such training will be structured and designed to qualify COLLEGE DISTRICT students for job opportunities in the field of Fire Technology; and

**WHEREAS**, the authority for this Agreement includes Title 5, California Code of Regulations, section 58058(b);

**NOW, THEREFORE**, the three parties to this Agreement hereby agree as follows:

1. The COUNTY's instructor is an employee of the COUNTY who shall meet "Minimum Qualifications" for the academic position of COUNTY's instructor as established by the COLLEGE DISTRICT and as determined by the COLLEGE DISTRICT.
2. The COUNTY's instructor is professionally and specially trained and competent to provide the supervisory and/or instructional services required by the COLLEGE DISTRICT.
3. The Instructor will be an employee of the COLLEGE DISTRICT for purposes of the Attendance Accounting Standards, (CA Ed Code, Section 58050). COLLEGE DISTRICT has the right to; 1) evaluate and terminate instructor; 2) evaluate the quality of instruction to ensure that it meets the needs of students; 3) evaluate the quality and rigor equal to the COLLEGE DISTRICT'S approved course outline of record and the accreditation requirements of COLLEGE DISTRICT. The COLLEGE DISTRICT will not provide instructor evaluation results to the COUNTY.
4. The COUNTY's instructor shall at all times comply with the supervisory and/or instructional requirements outlined in Title 5, California Code of Regulations, section 58055, which require direct instruction by the COUNTY's instructor except in limited circumstances. The COUNTY's instructor's responsibilities and duties as an employee of the COLLEGE DISTRICT shall include, but are not limited to, the following:
  - 4.1 Ensure that instructional time is expended in full compliance with the course

**EXHIBIT 1-B**

objectives determined by the COLLEGE DISTRICT.

- 4.2 Ensure the safety and well-being of students.
  - 4.3 Be in sufficient physical proximity and range of communication to provide immediate instructional supervision and control of all students in his/her classes.
  - 4.4 Attend periodic staff meetings with the COLLEGE DISTRICT.
  - 4.5 Ensure accurate and current daily student attendance records, accurate calculation of final student grades, and the prompt submission of all data necessary for the calculation of FTES to the COLLEGE DISTRICT within 3 (three) calendar days of course completion (CA Ed Code 84500).
  - 4.6 Ensure the effective use of instructional methods, technology, testing and remediation.
  - 4.7 Ensure that he/she does not have any other assigned duties during the instructional activity for which attendance is being claimed.
  - 4.8 Be familiar with and comply with all relevant COLLEGE DISTRICT policies, rules and regulations, including but not limited, to those related to student safety, grading, attendance, sexual harassment and discrimination.
5. The COLLEGE DISTRICT agrees to indemnify and hold harmless the COUNTY and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from COLLEGE DISTRICT's negligent acts, errors or omissions and for any cost or expense incurred by the COUNTY on account of any claim therefor.
  6. The COUNTY shall indemnify and hold harmless the COLLEGE DISTRICT and its authorized agents, officers, and employees against any and all claims and actions arising from the COUNTY's negligent, reckless or intentional acts, errors or omissions and for any cost or expense incurred by the COLLEGE DISTRICT on account of any claim therefor.
  7. The COLLEGE DISTRICT shall provide no compensation to the COUNTY's instructor for any services rendered pursuant to this Agreement, but compensation, as well as workers' compensation insurance, shall be the responsibility of the COUNTY in accordance with its established and standard practices.
  8. This Agreement may be terminated at any time by the COLLEGE DISTRICT within the sole and exclusive discretion of the COLLEGE DISTRICT upon written notice to the COUNTY and the COUNTY's instructor. This Agreement may be terminated upon thirty (30) days' prior written notice to COLLEGE DISTRICT by either the COUNTY or the COUNTY's instructor within either's sole and exclusive discretion.

**EXHIBIT 1-B**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year last written below.

INSTRUCTOR

ALLAN HANCOCK JOINT  
COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

SANTA BARBARA COUNTY FIRE  
DEPARTMENT

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature



## EXHIBIT 1-C

### **Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)**

#### INDEMNIFICATION

COLLEGE DISTRICT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. COLLEGE DISTRICT'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

COLLEGE DISTRICT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

COLLEGE DISTRICT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the COLLEGE DISTRICT, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if COLLEGE DISTRICT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (*Not required if COLLEGE DISTRICT provides written verification that it has no employees*)

If the COLLEGE DISTRICT maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the COLLEGE DISTRICT.

## EXHIBIT 1-C

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the COLLEGE DISTRICT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the COLLEGE DISTRICT'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the COLLEGE DISTRICT'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the COLLEGE DISTRICT'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – COLLEGE DISTRICT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said COLLEGE DISTRICT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. COLLEGE DISTRICT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the COLLEGE DISTRICT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – COLLEGE DISTRICT shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the COLLEGE DISTRICT'S obligation to provide them. The COLLEGE DISTRICT shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement

### EXHIBIT 1-C

does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – COLLEGE DISTRICT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and COLLEGE DISTRICT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. COLLEGE DISTRICT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT 1-D

# STEPS TO ENROLLMENT



Thank you for choosing Allan Hancock College. We are here to help you enjoy a successful college experience. Use the following steps as a guide to get started.

1

**Complete an online admission application- it's free** ([www.hancockcollege.edu](http://www.hancockcollege.edu)).

By clicking on the "Apply & Register" link, you will be directed to the California Community College Online Application. It is important that you complete both steps:

**Step 1:** Create a CCCApply account and receive a CCCID, and

**Step 2:** Complete the application for admission for Allan Hancock College.

After completing the application for admission, an email will be sent to the address provided on your application which will include your AHC myHancock log-in information and your student identification number, also known as an H number.

2

**OPTIONAL: Apply for financial aid- it's free** ([www.fafsa.gov](http://www.fafsa.gov)). All students are encouraged to apply. By completing the FAFSA, you may also qualify for the BOG, which will waive your enrollment fees. After applying for FAFSA, check your financial aid status for unsatisfied requirements/updates in your myHancock account. **(Financial Aid Office ext. 3200).**

3

**OPTIONAL: Complete the online orientation.** All new students are required to complete an orientation. You will learn about student support services, college success tips, and other important "need to know" information. To access the online orientation, log onto your myHancock account and go to your "student" tab. For orientation dates on campus, go to our "Admissions & Registration" tab from our homepage and select "Orientation/Academic Advising Workshops" **(Counseling Department ext. 3293).**

[www.hancockcollege.edu](http://www.hancockcollege.edu)

800 South College Drive, Santa Maria, CA 93454,

Santa Maria

Campus •

805.922.6966



**ALLAN  
HANCOCK  
COLLEGE**

EXHIBIT 1-E

COUNTY NAME  
COUNTY ADDRESS  
COUNTY PHONE

SAMPLE INVOICE

**INVOICE**

**Customer**

Name Allan Hancock College - Lompoc Valley Center  
 Address One Hancock Drive  
 City Lompoc State CA ZIP 93436

Date \_\_\_\_\_  
 Invoice No. \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
	COURSE: S-219 Ignitions OPS DATE: May 1, 2017 HOURS: 38 STUDENTS: 25  38 hours x 25 students = 950 student contact hours		
950	Student contact hours x COUNTY paid instructor fee	\$4.75	<b>\$4512.50</b>
1	Approved Consumable Materials fee	\$300.00	<b>\$300.00</b>
	<b>Subtotal</b>		<b>\$4,812.50</b>
25	Credit for 25 department sponsored students, tuition fee \$46.00 per unit x 2 units = \$92.00	\$92.00	<b>\$2,300.00</b>
	<b>Subtotal</b>		<b>\$2,512.50</b>
Due and payable 30 days from receipt of invoice.			

Payment Details

Subtotal	<b>\$2,512.50</b>
<b>TOTAL</b>	<b>\$2,512.50</b>

Please make check payable to Insert Agency Name Here

EXHIBIT 1-F



BP 5052

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Allan Hancock Joint Community College District  
Board Policy  
Chapter 5 – Student Services

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**BP 5052 OPEN ENROLLMENT**

All courses, course sections, and classes of the COLLEGE DISTRICT shall be open for enrollment to any person who has been admitted to the college. Enrollment may be subject to any priority system that has been established. Enrollment may also be limited to students meeting properly validated prerequisites and co-requisites, or due to other practical considerations such as exemptions set out in statute or regulation.

The Superintendent/President shall assure that this policy is published in the catalog and schedule of classes.

References: Title 5 Sections 51006 and 55003 et seq.

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**Adopted: 7/14/15**

**EXHIBIT 1-G**

**INSTRUCTIONAL CONSUMABLE MATERIALS**

<b>CLASS:</b>			
Description	Quantity	Estimated Unit Price	Subtotal
Total Instructional Consumable Material Costs			

<b>CLASS:</b>			
Description	Quantity	Estimated Unit Price	Subtotal
Total Instructional Consumable Material Costs			

<b>CLASS:</b>			
Description	Quantity	Estimated Unit Price	Subtotal
Total Instructional Consumable Material Costs			

<b>CLASS:</b>			
Description	Quantity	Estimated Unit Price	Subtotal
Total Instructional Consumable Material Costs			

## EXHIBIT 1-H

AHC COURSE NUMBER	COURSE NAME	UNITS
FT 338	LAND NAVIGATION	2.0
FT 341	FIRE HYDRAULICS	3.0
FT 343	PUMP THEORY	0.5
FT 344	EMERGENCY VEHICLE OPERATIONS	0.5
FT 346	DRIVER OPERATOR 1B	2.0
FT 347	VEHICLE EXTRICATION	0.5
FT 361	CONFINED SPACE AWARENESS	0.5
FT 362	CONFINED SPACE RESCUE TECHNICIAN	1.0
FT 363	LOW ANGLE RESCUE	1.0
FT 364	ROPE RESCUE TECHNICIAN	1.0
FT 365	TRENCH RECUE TECHNICIAN	0.5
FT 370	INTRODUCTION TO SURF RESCUE	0.5
FTEC 301	COMPANY OFFICER 2A	2.0
FTE 302	COMPANY OFFICER 2B	1.0
FTE 303	COMPANY OFFICER 2C	2.0
FTE 304	COMPANY OFFICER 2D	2.0
FTE 305	COMPANY OFFICER 2E	2.0
FTE 306	INSTRUCTOR 1	2.0
WFT 301	INTRO TO INCIDENT COMMAND SYSTEM IS700 & IS800	0.5
WFT 302	BASIC INCIDENT COMMAND I-200	0.5
WFT 303	INTERMEDIATE INCIDENT COMMAND SYSTEM S-131	1.5
WFT 304	ADVANCED INCIDENT COMMAND SYSTEM I-400	1.0
WFT 306	ADVANCED FIREFIGHTER TRAINING S-131	0.5
WFT 307	INTRO TO WILDLAND FIRE BEHAVIOR -190	0.5
WFT 308	INITIAL ATTACK COMMANDER ICT S-215	1.5
WFT 309	FIRE OPERATIONS IN THE URBAN INTERFACE S-215	1.0
WFT 310	PORTABLE PUMPS AND WATER USE S-211	1.5
WFT 311	WILDFIRE POWERSAWS S-212	1.5
WFT 312	FIRING OPERATIONS S-219	2.0
WFT 313	CREW BOSS S-230	1.5
WFT 314	ENGINE BOSS S-321	0.5
WFT 315	HEAVY EQUIPMENT BOSS S-236	1.0
WFT 316	FIELD OBSERVER S-244	2.0
WFT 318	STATUS CHECK IN RECORDER S-248	0.5

WFT 320	APPLIED BUSINESS MANAGEMENT PRINCIPLES S-261	1.5
WFT 321	BASIC AIR OPERATIONS S-270	1.0
WFT 323	EXTENDED ATTACK INCICDENT COMMANDER S-300	1.0
WFT 324	TASK FORCE STRIKE TEAM LEADER S-330	1.5
WFT 325	DIVISION GROUP SUPERVISOR S-339	1.0
WFT 326	AIR SUPPORT GROUP SUPERVISOR S-375	2.0
WFT 327	INTRO TO WILDLAND FIRE BEHAVIOR CALCULATIONS S-390	2.0
WFT 328	SAFETY OFFICER S-404	2.0
WFT 329	AIR OPERATIONS BRANCH DIRECTOR S-470	2.0
WFT 330	FOLLOWERSHIP TO LEADERSHIP L-280	1.0
WFT 331	INCIDENT LEADERSHIP L-381	2.0
WFT 332	FACILITATIVE INSTRUCTOR M-410	2.0
WFT 333	PRESCRIBED FIRE IMPLEMENTATION RX-301	2.0
WFT 334	INTRO TO FIRE EFFECTS RX-310	2.0
WFT 335	PRESCRIBED FIRE PLAN PREPARATION RX-341	2.0
WFTL 310	DISPLAY PROCESSOR S-245	0.5
WFTO 311	FIREFIGHTER TRAINING S-130	2.0
WFTO 332	INTERMEDIATE WILDLAND FIRE BEHAVIOR S-290	2.0
EMS 306	CPR FOR HEALTHCARE PROVIDERS	0.5
EMS 309	PREHOSPITAL TRAUMA LIFE SUPPORT (PHTLS)	1.0
EMS 321	ADVANCED CARDIAC LIFE SUPPORT	1.0
EMS 322	PEDIATRIC LIFE SUPPORT	1.0
EMS 401	EMERGENCY MEDICAL TECHNICIAN 1 BASIC REFRESHER	1.5
EMS 409	PREHOSPITAL TRAUMA LIFE SUPPORT REFRESHER	0.5
EMS 410	EMT 1 BASIC SKILLS REFRESHER MODULE A	0.5
EMS 411	EMT 1 BASIC SKILLS REFRESHER MODULE B	0.5
EMS 412	EMT 1 BASIC SKILLS REFRESHER MODULE C	0.5
EMS 413	EMT 1 BASIC SKILLS REFRESHER MODULE D	0.5
EMS 414	ADVANCED CARDIAC LIFE SUPPORT REFRESHER	0.5
EMS 415	PEDIATRIC LIFE SUPPORT REFRESHER	0.5
EMSP 300	ANATOMY & PHYSIOLOGY FOR PREHOSPITAL PERSONNEL	3.0
EMSP 323	PARAMEDIC THEORY 1	6.0
EMSP 324	PARAMEDIC LABORATORY 1	2.0
EMSP 333	PARAMEDIC THEORY 2	4.0