

**AGREEMENT  
BETWEEN  
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT  
AND THE CITY OF SANTA MARIA**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the City of Santa Maria, (hereafter CITY) and Allan Hancock College Joint Community College District (hereafter COLLEGE DISTRICT), wherein CITY 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 CITY as specified in the Instructional Services Agreement between the CITY and the COLLEGE DISTRICT attached hereto (Exhibit 1).

**WHEREAS**, CITY 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 CITY at the COLLEGE DISTRICT's Public Safety Training Complex, and

**WHEREAS**, CITY will perform this Agreement by utilizing the personnel of the CITY.

**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**

CITY 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 CITY**

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

**6. STANDARD OF PERFORMANCE**

CITY 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 1-B). Accordingly, CITY 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 CITY 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 CITY's name or any variation of such name or logo in any publicity, advertising or promotional materials. COLLEGE DISTRICT shall not use CITY's name or logo in any manner that would give the appearance that the CITY is endorsing the COLLEGE DISTRICT. COLLEGE DISTRICT shall not in any way contract on behalf of or in the name of the CITY. COLLEGE DISTRICT shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the CITY or its projects, without obtaining the prior written approval of the CITY.

**10. CITY PROPERTY AND INFORMATION**

All of CITY's property, documents, and information provided for the COLLEGE DISTRICT's use in connection with the services shall remain CITY's property, and COLLEGE DISTRICT shall return any such items whenever requested by CITY 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 CITY property, documents, or information without CITY's prior written consent.

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**11. 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. CITY 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 CITY or the State, at no charge to the CITY.

**12. 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.

**13. TERMINATION**

- A. **By CITY** CITY may, by written notice to COLLEGE DISTRICT, terminate this Agreement in whole or in part at any time, whether for CITY's convenience or because of the failure of COLLEGE DISTRICT to fulfill the obligation herein.
1. **For Convenience** CITY 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 CITY all or any part of the payment set forth in Section 3 of the Agreement (Exhibit 1) attached hereto, CITY may, at CITY'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
  2. **For Cause** Should CITY 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.

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Upon receipt of notice, CITY 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 CITY, unless the notice directs otherwise.

**14. 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.

**15. 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.

**16. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to CITY 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.

**17. 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 may be deemed expedient in the sole discretion of either party.

**18. 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.

**19. 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.

**20. 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 Santa Barbara County Superior Court, if in state court, or in the federal court nearest to Santa Barbara County, if in federal court.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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 Santa Maria Fire Department 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 CITY.

COLLEGE DISTRICT:

By: \_\_\_\_\_  
Dennis Curran  
Associate Superintendent/Vice President  
Finance and Administration

CITY:

By: \_\_\_\_\_  
Alex Posada  
Interim City Manager

By: \_\_\_\_\_  
Robert Curry  
Associate Superintendent/Vice President  
Academic Affairs

ATTEST:

\_\_\_\_\_  
Alexandra Valadez  
Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
City Attorney

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**EXHIBIT 1 - SCOPE OF SERVICES**

This Scope of Services outlines the duties and responsibilities of each party as they relate to providing affiliated educational courses through the CITY 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 CITY 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 CITY with the understanding that any course additions or deletions will be shared between the COLLEGE DISTRICT and CITY Coordinators and this Agreement will be amended as needed.
- 1.2 COLLEGE DISTRICT shall assist the CITY 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 CITY, (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 CITY. The CITY 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.



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**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 CITY, 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 CITY**

- 2.1 CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY will identify each student on the list as either "CITY-sponsored" or "self-pay".
- 2.7 CITY 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 CITY will invoice for payment (see Exhibit 1-E for a sample invoice).
- 2.8 CITY 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.

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**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 CITY 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 be 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 CITY 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 CITY \$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 CITY for the CITY's provision of training facilities, per Section 2.1., as well as CITY's instructional staff.
- 3.2 COLLEGE DISTRICT will pay the CITY 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 CITY upon submission of valid invoices.
- 3.3.1 CITY 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 CITY 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

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**EXHIBIT 1 - SCOPE OF SERVICES**

3.3.3 COLLEGE DISTRICT will pay CITY 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 CITY sponsored students.

Example: 25 CITY 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 CITY sponsored students.

Example: 25 successful CITY sponsored student's  
25 successful students' x \$10.00 per certificate-s = \$250.00

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

Example: 25 CITY 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 CITY, and the California Community Colleges Chancellor's Office.

3.5 Under no circumstances may the CITY 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 CITY Coordinator (costs for student materials will be subtracted from the invoice per section 3.3.6). Students who are not CITY sponsored will be responsible for obtaining the student instructional materials.

3.6 Both the COLLEGE DISTRICT and CITY, 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 CITY agree that the contract shall be renegotiated as it relates to said provision, without affecting the balance or intent of this contract.

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**EXHIBIT 1 - SCOPE OF SERVICES**

- 4.2 The term of this Agreement shall be for a period of time commencing on August 1, 2023, 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 CITY may terminate this contract with or without cause, upon 30 days' written notice. COLLEGE DISTRICT agrees to reimburse CITY 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 CITY classes. CITY, 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 CITY shall be addressed as follows:

**COLLEGE DISTRICT:**

Dennis Curran  
Associate Superintendent/ President Finance and Administration  
Allan Hancock Joint Community College District  
800 S. College Drive Santa Maria, CA 93454

**CITY:**

Bradley J. Dandridge  
Fire Chief  
Santa Maria Fire Department  
314 W. Cook Street #8, Santa Maria, CA 93458

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

**COLLEGE DISTRICT:**

Robert Curry  
Associate Superintendent/Vice President Academic Affairs  
Allan Hancock Joint Community College District  
800 S. College Drive Santa Maria, CA 93454

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**EXHIBIT 1 - SCOPE OF SERVICES**

**CITY:**

Bradley J. Dandridge  
Fire Chief  
Santa Maria Fire Department  
314 W. Cook Street #8  
Santa Maria, CA 93458

- 4.9 Persons Responsible Coordination: Persons responsible for scheduling facilities and coordinating document transfer between CITY 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

**CITY:**

Civilian Training Specialist  
Santa Maria Fire Department  
314 W. Cook Street #8  
Santa Maria, CA 93458

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**EXHIBIT 1-A**

**INSTRUCTOR LIST**

Below is a list of known CITY employees who are Part Time Instructors that have been vetted by the COLLEGE DISTRICT. Any additional CITY employee names shall be submitted to the COLLEGE DISTRICT Coordinator for consideration during the term of this Agreement. This list may be updated, in writing, without an amendment to the Agreement.

**NAMES:**

- 1.
- 2.
- 3.
- 4.
- 5.

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**EXHIBIT 1-B**

**INSTRUCTIONAL SERVICES AGREEMENT BETWEEN ALLAN HANCOCK COLLEGE JOINT  
COMMUNITY COLLEGE DISTRICT, CITY, AND INSTRUCTOR**

**Agreement with Instructor**

This agreement is made and entered into this \_\_\_\_\_[day] of \_\_\_\_\_[month/year], by three parties: The Allan Hancock Joint Community College District (hereinafter "COLLEGE DISTRICT"), the CITY OF SANTA MARIA (hereinafter CITY) and employee of the CITY \_\_\_\_\_ 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 CITY 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 CITY's instructor is an employee of the CITY who shall meet "Minimum Qualifications" for the academic position of CITY's instructor as established by the COLLEGE DISTRICT and as determined by the COLLEGE DISTRICT.
2. The CITY'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 CITY.
4. The CITY'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 CITY's instructor except in limited circumstances. The CITY's instructor's responsibilities and duties as an employee of the COLLEGE DISTRICT shall include, but are not limited to, the following:  
Ensure that instructional time is expended in full compliance with the course objectives determined by the COLLEGE DISTRICT.

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- 4.1 Ensure the safety and well-being of students.
  - 4.2 Be in sufficient physical proximity and range of communication to provide immediate instructional supervision and control of all students in his/her classes.
  - 4.3 Attend periodic staff meetings with the COLLEGE DISTRICT.
  - 4.4 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).
  - 4.5 Ensure the effective use of instructional methods, technology, testing and remediation.
  - 4.6 Ensure that he/she does not have any other assigned duties during the instructional activity for which attendance is being claimed.
  - 4.7 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 CITY 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 CITY on account of any claim therefor.
  6. The CITY 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 CITY'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 CITY's instructor for any services rendered pursuant to this Agreement, but compensation, as well as workers' compensation insurance, shall be the responsibility of the CITY 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 CITY and the CITY's instructor. This Agreement may be terminated upon thirty (30) days' prior written notice to COLLEGE DISTRICT by either the CITY or the CITY's instructor within either's sole and exclusive discretion.

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**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

CITY

\_\_\_\_\_

Print

\_\_\_\_\_

Signature

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**AGREEMENT BETWEEN  
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT  
AND THE CITY OF SANTA MARIA**

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 CITY) and hold harmless CITY 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 CITY on account of any claim except where such indemnification is prohibited by law. COLLEGE DISTRICT'S indemnification obligation applies to CITY'S active as well as passive negligence but does not apply to CITY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

COLLEGE DISTRICT shall notify CITY 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 I (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 CITY requires and shall be entitled to coverage for the higher limits maintained by the COLLEGE DISTRICT.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – CITY, 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 2026, CG 20 33, or CG 20 38; and CG 20 37 if 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 CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, 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 CITY.
4. **Waiver of Subrogation Rights** – COLLEGE DISTRICT hereby grants to CITY a waiver of any right to subrogation which any insurer of said COLLEGE DISTRICT may acquire against the CITY by virtue of the payment of any loss under such insurance. COLLEGE DISTRICT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY 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 CITY. The CITY 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 CITY 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 CITY 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 CITY 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

**AGREEMENT BETWEEN  
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT  
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does not comply with the requirements, is not procured, or is canceled and not replaced, CITY 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 CITY 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 CITY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – CITY 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 CITY 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 CITY.



**AGREEMENT BETWEEN  
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT  
AND THE CITY OF SANTA MARIA**

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.

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.

**2**

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.

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



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EXHIBIT 1-E

COUNTY NAME COUNTY ADDRESS  
COUNTY PHONE

SAMPLE INVOICE

**INVOICE**

Customer	
Name	<u>Allan Hancock College - Lompoc Valley Center</u>
Address	<u>One Hancock Drive</u>
City	<u>Lompoc</u> State <u>CA</u> ZIP <u>93436</u>

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 roved	\$4.75	\$4512.50
1	Consumable Materials fee	\$300.00	\$300.00
	Subtotal		\$4,812.50
25	Credit for 25 department sponsored students, tuition fee \$46.00 erunitx2 units = \$92.00	\$92.00	\$2,300.0
	Subtotal		\$2,512.50
Due and payable 30 days from receipt of invoice.			

Payment Details

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

Please make check payable to Insert Agency Name Here

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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

**AGREEMENT BETWEEN  
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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

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Total Instructional Consumable Material Costs
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<b>EXHIBIT 1-H</b>				
AHC COURSE NUMBER	COURSE NAME	UNITS		
FT338	LAND NAVIGATION	2.0	WFT320	APPLIED BUSINESS MANAGEMENT PRINCIPLES S-261 1.5
FT341	FIRE HYDRAULICS	3.0	WFT321	BASIC AIR OPERATIONS S-270 1.0
FT343	PUMP THEORY	0.5	WFT323	EXTENDED ATTACK INCIDENT COMMANDER S-300 1.0
FT344	EMERGENCY VEHICLE OPERATIONS	0.5	WFT324	TASK FORCE STRIKE TEAM LEADER S-330 1.5
FT346	DRIVER OPERATOR IB	2.0	WFT325	DIVISION GROUP SUPERVISOR S-339 1.0
FT347	VEHICLE EXTRICATION	0.5	WFT326	AIR SUPPORT GROUP SUPERVISOR S-375 2.0
FT361	CONFINED SPACE AWARENESS	0.5	WFT327	INTRO TO WILDLAND FIRE BEHAVIOR CALCULATIONS S-390 2.0
FT362	CONFINED SPACE RESCUE TECHNICIAN	1.0	WFT328	SAFETY OFFICER S-404 2.0
FF363	LOW ANGLE RESCUE	1.0	WFT329	AIR OPERATIONS BRANCH DIRECTOR S-470 2.0
FT364	ROPE RESCUE TECHNICIAN	1.0	WFT330	FOLLOWERSHIP TO LEADERSHIP L-280 1.0
FT365	TRENCH RESCUE TECHNICIAN	0.5	WFT331	INCIDENT LEADERSHIP L-381 2.0
FT370	INTRODUCTION TO SURF RESCUE	0.5	WFT332	FACILITATIVE INSTRUCTOR M-410 2.0
FTEC301	COMPANY OFFICER 2A	2.0	WFT333	PRESCRIBED FIRE IMPLEMENTATION RX-301 2.0
FTE302	COMPANY OFFICER 2B	1.0	WFT334	INTRO TO FIRE EFFECTS RX-310 2.0
FTE303	COMPANY OFFICER 2C	2.0	WFT335	PRESCRIBED FIRE PLAN PREPARATION RX-341 2.0
FTE304	COMPANY OFFICER 2D	2.0	WFTL310	DISPLAY PROCESSOR S-245 0.5
FTE305	COMPANY OFFICER 2E	2.0	WFTO311	FIREFIGHTER TRAINING S-130 2.0
FTE306	INSTRUCTOR 1	2.0	WFTO332	INTERMEDIATE WILDLAND FIRE BEHAVIOR S-290 2.0
WFT301	INTRO TO INCIDENT COMMAND SYSTEM IS700 & ISS00	0.5	EMS306	CPR FOR HEALTHCARE PROVIDERS 0.5
WFT302	BASIC INCIDENT COMMAND I-200	0.5	EMS309	PREHOSPITAL TRAUMA LIFE SUPPORT WHTLS} 1.0
WFT303	INTERMEDIATE INCIDENT COMMAND SYSTEM S-131	1.5	EMS321	ADVANCED CARDIAC LIFE SUPPORT 1.0
WFT304	ADVANCED INCIDENT COMMAND SYSTEM 1-400	1.0	EMS322	PEDIATRIC LIFE SUPPORT EMERGENCY MEDICAL TECHNICIAN 1 1.0
WFT306	ADVANCED FIREFIGHTER TRAINING S-131	0.5	EMS401	BASIC REFRESHER PREHOSPITAL TRAUMA LIFE 1.5
WFT307	INTRO TO WILDLAND FIRE BEHAVIOR S-190	0.5	EMS409	SUPPORT REFRESHER EMT1 BASIC SKILLS REFRESHER 0.5
WFT308	INITIAL ATTACK COMMANDER ICT S-215	1.5	EMS410	MODULE A EMT1 BASIC SKILLS REFRESHER 0.5
WFT309	FIRE OPERATIONS IN THE URBAN INTERFACE S-215	1.0	EMS411	MODULE B EMT1 BASIC SKILLS REFRESHER 0.5
WFT310	PORTABLE PUMPS AND WATER USE S-211	1.5	EMS412	MODULE C EMT1 BASIC SKILLS REFRESHER 0.5
WFT311	WILDFIRE POWERSAWS S-212	1.5	EMS413	MODULE D ADVANCED CARDIAC LIFE 0.5
WFT312	FIRING OPERATIONS S-219	2.0		

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WFT313	CREW BOSS S-230	1.5	EMS414	SUPPORT REFRESHER	0.5
WFT314	ENGINE BOSS S-321	0.5		PEDIATRIC LIFE SUPPORT	
			EMS415	REFRESHER	0,5
WFT315	HEAVY EQUIPMENT BOSS S-236	1.0		ANATOMY & PHYSIOLOGY FOR	
WFT316	FIELD OBSERVER S-244	2.0	EMSP300		
	STATUS CHECK IN RECORDER S-		EMSP323		
			EMSP324		
WFT318	<b>248</b>	0.5	EMSP333	PREHOSPITAL PERSSONNEL	3.0
				PARAMEDIC THEORY1	6.0
				PARAMEDIC LABORATORY1	2.0
				PARAMEDIC THEORY2	4.0

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