AGREEMENT BETWEEN
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT
AND
SAN LUIS OBISPO COUNTY

This Agreement is made and entered into as of the date last written below by and between the Allan Hancock Joint Community College District, 800 S. College Drive, Santa Maria, CA 93454-6399 (hereinafter referred to as the DISTRICT) and San Luis Obispo County, acting on behalf of the San Luis Obispo County Fire Department, 635 N. Santa Rosa Street, San Luis Obispo, CA 93405 (hereinafter referred to as COUNTY FIRE).

W I T N E S S E T H:

WHEREAS, Public Law 94-482, California Code of Regulations Title V, Section 55600, Education Code 58058 allows a Community College District to contract with a public or private agency to provide instruction; and,

WHEREAS, COUNTY FIRE is responsible for the suppression of structural and wildland fires in San Luis Obispo County including fire prevention and education of the public as to the cause of these fires; and,

WHEREAS, one method of meeting this objective of fire prevention and suppression is through training activities designed to educate COUNTY FIRE employees and the public; and,

WHEREAS, the DISTRICT has an interest in furthering this objective by offering training throughout San Luis Obispo and Santa Barbara Counties; and,

WHEREAS, the DISTRICT has formally requested the assistance of COUNTY FIRE to provide the liaison activities critical to smooth running training program; and,

WHEREAS, COUNTY FIRE, through this Agreement, would provide a COUNTY FIRE employee to act as a member of the Fire Technology staff at Allan Hancock College, and provide liaison between San Luis Obispo County Training Officers' Association, Allan Hancock College, and COUNTY FIRE;

NOW, THEREFORE, in consideration of the aforementioned premises, the parties hereto agree as follows:

A. COUNTY FIRE SHALL:

1. Provide a COUNTY FIRE Training Officer to the DISTRICT for the academic year, beginning July 1, 2014 and ending June 30, 2015.

2. Together with the DISTRICT, coordinate any of the DISTRICT'S Fire Technology Training which takes place in San Luis Obispo County, including all coordination with the San Luis Obispo County Training Officers' Association and its respective departments.

3. Provide a college level instructor for all fire technology courses who must sign an Instructor Agreement (see Attachment A), will be approved by the DISTRICT and shall meet qualifications required by the DISTRICT, and is under the immediate supervision and control of an employee of the DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in fire prevention and suppression in a California community college.

4. Provide to the DISTRICT an instructor of record for all classes. COUNTY FIRE'S Training Officer will accept the responsibility for accomplishing the DISTRICT'S college registration procedures for all DISTRICT'S classes.

5. Develop with the DISTRICT a course listing and schedule by February 1 for the DISTRICT'S fall classes and by September 1 for the DISTRICT'S spring classes each year, along with any instructor requirements.

6. Within 30 days of the conclusion of each class invoice the DISTRICT at the following rates:

   a) COUNTY FIRE provided instructor CREDIT classes at the rate of $4.00 per student contact hour for staffing and facility usage.

   b) DISTRICT provided instructor and CREDIT classes at the rate of $3.00 per student contact hour for facility usage.

   c) COUNTY FIRE provided instructors NONCREDIT classes at the rate of $2.00 per student contact hour for staffing and facility usage.

   d) DISTRICT provided instructors NONCREDIT classes at the rate of $1.50 per student contact hour for facility usage.

B. THE DISTRICT SHALL:

1. Provide reimbursement at the rates established in paragraph A.6 above.

2. Generate an invoice draft for review and approval by COUNTY FIRE based on the number of student contact hours multiplied by the appropriate reimbursement rate in paragraph A.6 above within 30 days of the end of the course.

3. Subtract from the COUNTY FIRE's invoice the DISTRICT's standard and customary per unit fee for COUNTY FIRE sponsored students when applicable. These fees are currently established at $46.00 per credit unit for in-state residents. The per unit fee is subject to change if the DISTRICT is advised to do so by the State of California and upon adoption of the 2014-2015 State budget impact on community college fees.

4. Subtract from the COUNTY FIRE's invoice the appropriate cost of certification for each student when applicable.

5. Reimburse COUNTY FIRE within 90 days of the receipt of invoice.

C. IT IS FURTHER AGREED THAT:

1. Class size shall be a minimum of 15 students for COUNTY FIRE paid instructors. All classes less than 20 students will be decided on a class by class basis.

2. This agreement shall be effective for up to 60 FTES (full time equivalent students) for the period of July 1, 2014 and ending June 30, 2015. The FTES limit may be re-negotiated on a need-by-need basis.

3. Either party may terminate this Agreement by providing 60 days written notice: provided each party agrees to reimburse the other party for any work performed prior to the termination date.

4. Neither the DISTRICT nor COUNTY FIRE receives full funding for the instruction from the State or other sources.

5. Indemnification.

   A. COUNTY FIRE agrees to and shall indemnify, and save and hold harmless the DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of COUNTY FIRE, its officers and employees.

   B. The DISTRICT agrees to and shall indemnify, and save hold harmless COUNTY FIRE and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the DISTRICT, its officers and employees.

6. Insurance.

   COUNTY FIRE, in order to protect the District, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, an insurance policy or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) per accident with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the District, its agents, employees and officers as an additional insured for the purposes of this agreement. A certificate of insurance including such endorsement shall be furnished to the District.

7. Nothing herein shall be construed as obligating the DISTRICT or COUNTY FIRE to expend, or as involving the San Luis Obispo County in any contract or other obligation for the future payment of, money in excess of appropriations authorized by law.

8. The financial arrangements defined herein may be adjusted annually by a duly adopted written amendment to this Agreement.

D. TERM OF AGREEMENT: July 1, 2014 and ending June 30, 2015.

E. Persons responsible for the implementation of this Agreement:

COUNTY FIRE	Steve Reeder	Phone (805) 528-2160 or (805) 903-3419 (cell)
DISTRICT	David Senior	Phone (805) 922-6966, ext. 3282

F. COUNTY FIRE assures the DISTRICT that it shall not discriminate against any person, in any aspect of education or employment, regardless of race, color, ancestry, religion, gender, national origin, age, mental or physical disability, medical condition, status as a Vietnam-era veteran, marital status, or sexual orientation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

ALLAN HANCOCK JOINT
COMMUNITY COLLEGE DISTRICT

Elizabeth A. Miller — 7/22/14

Elizabeth A. Miller, Ed.D
Associate Superintendent/Vice President
Administrative Services

Date

SAN LUIS OBISPO COUNTY

Chair, Board of Supervisors

Date

ATTEST:

County Clerk and Ex-Officio Clerk Board of Supervisors, County of San Luis Obispo	Date
County Counsel, County of San Luis Obispo	Date
Chief, San Luis Obispo County Fire Department	Date

APPROVED AS TO FORM
AND LEGAL EFFECT
Rita L. Neal, County Counsel

By: _____ 9/11/14
Chief Deputy County Counsel Date

Contract No. 2014-2015-104

AGREEMENT BETWEEN _____ Social Security #_____

an employee of _____ and ALLAN HANCOCK JOINT

COMMUNITY COLLEGE DISTRICT, it is hereby agreed as of _____ (date), by and between

Allan Hancock Joint Community College District, State of California, hereinafter referred to as the District, and

_____, an employee of _____,

hereinafter referred to as Instructor, as a condition of agreement between Allan Hancock Joint Community College

District and _____, hereinafter referred to as Department.

WHEREAS, the District has contracted with the Department for the providing of vocational education; and

WHEREAS, the Department has agreed to provide District with instructors who meet qualifications and standards established by the District; and

WHEREAS, the District must enter into a written contract with each instructor provided by Department, pursuant to Title V of the California Administrative Code;

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows:

1. The District will have the primary right to control and direct Instructor during the time Instructor is serving the District: and
2. Instructor will be an employee of the District for purposes of the Attendance Accounting Standards of Title V of the California Administrative Code, Sections 58050 et seq., only: and
3. Instructor will be entitled to no compensation from the District, but instead shall be compensated by his/her employer, the Department.
4. Instructor shall be considered an employee of Department for purposes of workers' compensation claims as well as for claims for damages by any other party.
5. The District shall not be obligated to Instructor for any benefits or consideration normally accorded regular community instructors under the statues of the California Education Code. These obligations will be those of Instructor's employer, the Department.
6. The Instructor shall serve the District only as directed by District for the term of the agreement referenced above between District and Department and shall serve the District no later than the expiration of the herein mentioned contract between the District and Department.

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

NAME OF INSTRUCTOR

_____
Print

_____
Signature

Date: _____

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

By: _____
Rick Rantz
Dean, The Extended Campus

Date: _____