

**INTERLOCAL COOPERATION AGREEMENT
FOR TRAINING AND DEVELOPMENT**

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Corpus Christi, Texas , a municipal corporation and home-rule city of the State of Texas, acting by and through its governing body, the City Council, and the Del Mar College , a political subdivision of the State of Texas, acting by and through its governing body, the Board of Regents.

**PART 1.
TRAINING PROVIDED BY DEL MAR COLLEGE TO THE CITY OF CORPUS CHRISTI**

SECTION I. PARTIES

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| A. The Performing Party:
Del Mar College
101 Baldwin
Corpus Christi, TX 78404 | B. The Receiving Party:
City of Corpus Christi
1201 Leopard
Corpus Christi, TX 78401 |
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SECTION II. TERMS

- A. Services provided by this Agreement will begin October 1, 2015 and will end September 30, 2016.
- B. The Receiving Party agrees to pay for services received within 30 days from receipt of invoice.
- C. Either party has the right to cancel services or training specified by the Agreement for failure of the other party to perform in accordance with the terms outlined herein or in attachments or changes hereto. Such cancellation requires written notice three days prior to such cancellation. If services are deleted or cancelled, payment shall be due for all past services performed and any costs incurred providing those services, as agreed upon in Section III, Statement of Services To Be Performed. Services can be rescheduled if agreed to by both parties.
- D. Neither party shall be responsible to the other for personal injuries, losses, claims, or demands caused by the acts or omissions, if any, of such party or its agents, employees, invitees, or subcontractors. The liability, if any, of either party shall be that prescribed by the laws of the State of Texas.
- E. It is the responsibility of the Receiving Party to declare if any employees are brought in from out-of-state by the company for the sole purpose of taking this course.

If an employee is brought in from out-of-state, an out-of-state tuition will be charged for these employees.

- F. Contact persons are:

Liza Wisner
City of Corpus Christi
361-826-3336
LizaW@cctexas.com

Kiwana Denson
Del Mar College
361-698-2411
Kdenson1@delmar.edu

SECTION III. STATEMENT OF SERVICES TO BE PERFORMED

Del Mar College will: provide instruction and expertise in a variety of management topics for the City of Corpus Christi. Topics include, but are not limited to: Supervision Skills, Strategic Planning, Leading for Results, Customer Service, Change Management, and Cultural Intelligence. Classes will be billed in 2, 4, 8, 16, 24, 32, or 40 hour increments, depending on the program needs. Technical and Industrial Training will be covered under a separate agreement.

SECTION IV. SERVICE COST

The service cost will be \$100.00 per hour for subject matter expertise regarding new employee orientation

The service cost will be \$250.00 for the 2 hour program – Executive/Director Training and Secret Shopper

The service cost will be \$700.00 for the 4 hour program – including City Champions Customer Service

The service cost will be \$1,400.00 for the 8 hour program

The service cost will be \$2,100.00 for the 16 hour program

The service cost will be \$2,800.00 for the 24 hour program

The service cost will be \$3,500.00 for the 32 hour program

The service cost will be \$4,400.00 for the 40 hour program

Prices include all instructional costs, supplies and class room rental. Student fees waived. The maximum number of participants per class will be up to 24 employees (class size may be smaller or larger if mutually agreed). Items such as books if requested, will be billed at an extra cost.

Part 2.

CITY OF CORPUS CHRISTI USE OF DEL MAR COLLEGE TRAINING FACILITIES FOR CONTINUING EDUCATION

SECTION I. SCOPE

The City of Corpus Christi will deliver job specific instruction accredited by Del Mar College. The instruction will be delivered within the framework of courses contained in the Texas Higher Education Coordinating Board Workforce Education Course Manual (WECM). These courses will be offered for Continuing Education (CE) credit in partnership with Del Mar College (DMC). The responsibilities of the partnering institutions are as follows:

SECTION II. CITY OF CORPUS CHRISTI RESPONSIBILITY FOR CITY CONDUCTED TRAINING AT DEL MAR COLLEGE

- A. Provide all equipment, textbooks and supplies for delivering in-house skill development classes which are accredited by Del Mar College.

- B. Provide instructors and instructor support for such classes.
- C. Ensure that all instructors meet licensing and/or accreditation requirements for their respective courses and in compliance with Del Mar College requirements.
- D. Provide evidence and support documents of faculty (instructor) qualifications to DMC.
- E. Ensure that the curricula and teaching materials for the courses comply with Del Mar College curriculum requirements, as well as the requirements prescribed by the WECM.
- F. Provide current and complete syllabi of all courses taught under this agreement to DMC.
- G. Ensure that any applicable testing regulations prescribed by Del Mar College are followed.
- H. Provide DMC with a completed Continuing Education Registration forms for each student. The City of Corpus Christi shall not be responsible for determining whether students meet DMC's eligibility requirements.
- I. Provide class rolls and student attendance records to DMC.
- J. Provide DMC with a completed final grade record for each student at the completion of each course, if applicable.
- K. Provide DMC with course evaluations and other pertinent statistical information collected n students who complete City of Corpus Christi courses covered under this agreement.
- L. Provide Del Mar College with all required reports in a timely manner.
- M. Maintain all documentation directly related to the delivery and support of customized training courses such as instructional facilities costs, instructor salaries, instructional equipment, etc. for a period of no less than five years.
- N. Pay all applicable room rental, catering, and reconfiguration and cleaning fees.

SECTION III. DEL MAR COLLEGE RESPONSIBILITY FOR CITY CONDUCTED TRAINING AT DEL MAR COLLEGE

- A. Review the applicable City of Corpus Christi course curriculum to ensure its quality, relevance and adherence to any pertinent state laws, rules and regulations.
- B. Validate that the curricula for the courses comply with the course description(s) and contact hour requirements prescribed by the WECM for the respective courses.
- C. Interview instructors recommended by the City of Corpus Christi to teach agreed upon courses and review pertinent credential documentation to ensure that all instructors are compliant with the Southern Association of Schools and Colleges (SACS) and DMC policies.
- D. Provide appropriate CE admission documents to the Training manager, City of Corpus Christi for student registration.
- E. Ensure that all courses completed under this agreement are recorded on the individual student transcripts at the completion of the semester. A training/course with fewer than 7 contact hours of instruction will not generate state funding as prescribed by the Texas Higher Education Coordinating Board WECM Protocol Manual and Guidelines for Instructional Programs in Workforce Education and cannot be transcribed. An exception may be permitted when the specific type and length of

instruction is required by a local, state or national licensing, certifying, regulatory, or accrediting agency.

- F. Waive rental fees for classroom facilities' (contract and credentialed training/courses only) as requested and as available at the Del Mar College Center for Economic Development. Daily room rental fees will be assessed for room facilities' as requested and as available for all training/courses fewer than seven (7) hours of instruction. Fee schedule available upon request. Other fees, such a catering, reconfiguration and cleaning fees may apply.

SECTION IV. TUITION

Eligible students, as determined by Del Mar College's current policies will be exempt from tuition and fees charged by Del Mar College under Part 2 of this Interlocal Agreement. City of Corpus Christi in-kind contributions meet the guidelines as referenced in the Guidelines for Instructional Programs for Workforce Education, Chapter Three, B.8 (3) for this provision. Non-eligible students will not be reported for continuing education credit unless they pay the required tuition to Del Mar College.

SECTION V. MARKETING

Del Mar College and the City of Corpus Christi will jointly approve the means and content of any publicity, including the use of any of the parties' names and logos, before their publication.

SECTION VI. PROGRAM REVIEW

An annual review of the program and curriculum referred to in this memorandum of agreement shall be made by representatives from both institutions. Any suggested changes arising from such review shall be submitted to both parties for approval prior to their implementation. If the parties fail to agree and approve changes to the program, the program may be terminated as set forth below.

Part 3. General Terms

SECTION I. FUNDS AND PAYMENT.

Each party paying for the performance of services must make those payments from current revenues available to the paying party.

SECTION II. NO THIRD PARTIES BENEFIT.

This Agreement, and all activities under this Agreement, is solely for the benefit of Parties and not for the benefit of any third party.

SECTION III. INTERLOCAL COOPERATION ACT.

The Parties agree that activities contemplated by this Agreement are "governmental functions and services" and that Parties are "local governments" as that term is defined in the Interlocal Cooperation Act. This Agreement is made under chapter 791 of the Texas Government Code.

SECTION IV. IMMUNITY NOT WAIVED.

Nothing in this Agreement, including the execution and performance of the covenants contained in this Agreement, is intended to or may constitute a waiver or limitation of any governmental,

official, or other immunity, defense, or other protection afforded under state and federal law to either Party or its officers, employees, representatives, and agents.

SECTION V. TERM OF AGREEMENT.

This Interlocal Agreement of Agreement terminates on September 30, 2016. The agreement may be terminated by either party upon written notice to the other party sixty (60) calendar days prior to the desired effective date of termination. Such termination shall not relieve either party of their obligations to continue performance until the actual termination date, including the provision of services and the payment of any funds due.

SECTION VI. AMENDMENTS TO AGREEMENT.

Unless otherwise provided herein, this Agreement may only be amended by written instrument duly executed on behalf of each party. The City authorizes the City Manager and the College authorizes the Superintendent to execute subsequent amendments, limited to non-substantive modifications that do not require the appropriation of funds, without further approval from the governing body.

SECTION VII. NOTICES.

All notices required or permitted hereunder shall be in writing and shall be deemed properly delivered when actually received or, if earlier, on the seventh (7th) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed below, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party:

City:

College:

City of Corpus Christi
Attn: City Manager
Post Office Box 9277
Corpus Christi, Texas 78469-9277

Del Mar College
Attn: President
101 Baldwin Boulevard
Corpus Christi, TX 78404

SECTION VIII. ENTIRE AGREEMENT.

This Agreement, representing the entire agreement between Parties, supersedes any and all prior agreements between Parties, whether written or oral, relating to the subject matter of this Agreement. No officer or employee of either Party may waive or otherwise modify the limitations in this Agreement without the express action of the governing body of the Party or its duly authorized agents.

SECTION VI. SEVERABILITY.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either City or College in their

respective rights and obligations contained in the valid terms, covenants, or conditions hereof. To this end, the remaining terms, covenants, and conditions hereof are severable and continue in full force and effect.

SECTION X. VALIDITY AND ENFORCEABILITY.

If any current or future legal limitations affect the validity or enforceability of any provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations. As so modified, this Agreement continues in full force and effect.

SECTION XI. LAWS AND VENUE.

City and College shall comply with all federal, state, county, and local laws, ordinances, rules, and regulations applicable to this Agreement and each Party's respective performance thereunder. This Agreement shall be interpreted according to Texas laws governing the interpretation of contracts. Venue for an action arising under this Agreement shall lie in Nueces County, Texas and be in accordance with the Texas Rules of Civil Procedure.



SECTION XII. CAPTIONS.

Captions to provisions of this Agreement are solely for convenience and shall not be considered in the interpretation of any provision.

SECTION XIII. NON-ASSIGNMENT.

College shall not assign or transfer, in whole or in part, directly or indirectly, any of its rights or obligations hereunder without the prior written consent of City, and any attempt of assignment or transfer without such consent shall be void. However, this Agreement is binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

SECTION XIV. WARRANTY.

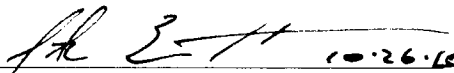
This Agreement has been officially authorized by the governing body of each Party. Each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind their respective Party to the Agreement.


Remainder of page intentionally left blank; signature page to follow.

CITY OF CORPUS CHRISTI

DEL MAR COLLEGE

Ronald L. Olson (Date)
City Manager



Mark Escamilla, Ph.D. (Date)
President, Del Mar College


ATTEST:

Rebecca Huerta (Date)
City Secretary

APPROVED AS TO FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney