

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CORPUS CHRISTI
AND DEL MAR COLLEGE
FOR THE TRAINING OF EMERGENCY MEDICAL
SERVICES STUDENTS**

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This agreement is between Del Mar College (College), an institution of higher education of the State of Texas, and City of Corpus Christi (City), a municipal corporation and home-rule city of the State of Texas.



WHEREAS, Del Mar College, through its Emergency Medical Services (EMS) program, provides state-approved courses to the public in Emergency Medical Technology as an Emergency Medical Technician (EMT), Advanced Emergency Medical Technician (AEMT), and Paramedic levels (collectively called EMS students); and

WHEREAS, City of Corpus Christi Fire Department, herein referred to as (CCFD) is a major EMS provider within the service district of the college that is capable of providing the required ambulance experience.

WHEREAS, the College and City are authorized to enter into this agreement under the Interlocal Cooperation Act; and

IT IS THEREFORE AGREED AS FOLLOWS:

1. CCFD will accept EMS students for experience, training, and instruction in emergency medical practice and treatment aboard Mobile Intensive Care Unit and/or Advanced Life Support Vehicles responding to actual emergency calls. The number of EMS students aboard any given vehicle shall be determined by the CCFD EMS battalion chief or his/her delegated representative at his/her discretion.
2. CCFD will provide a Certified Paramedic on each vehicle, who will directly supervise any emergency care rendered, and any procedures performed by the EMS students. EMS students will be permitted hands-on training during their rotations at the sole discretion of the Medic-in-Command of the vehicle. CCFD will instruct EMS students that they are under the strict and direct supervision of the Certified Paramedic and must strictly obey that agents instructions at all times.
3. The College will provide a clinical Coordinator to set up scheduling for EMS students and to assure adherence to CCFD policy. The Coordinator will provide supervision, rotation scheduling, and record keeping for all EMS students involved in internship rotations.

4. The College will provide advanced notice of the dates on which the EMS students require rotation, including a roster of personnel and a suggested schedule with the times and dates of rotations. The CCFD EMS battalion chief, or his/her designate, may request from the Coordinator a user name and password to access field internship schedules and access into the FISDAP account scheduler to obtain the students names, times, and assignments for the clinical rotations.
5. The College shall provide and maintain Student Blanket Liability Insurance with liability limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in aggregate, and will keep such coverage during the life of this agreement. Proof of Insurance shall be submitted to the City upon request. City shall receive thirty (30) days written notification of any proposed changes/cancellations of said insurance. The College warrants that all EMS students scheduled will have successfully completed all required didactic and skills course work required by the Texas Department of State Health Services and shall have met all skill competencies and assessments required to begin EMS Internship at the prospective levels of training. 
6. As consideration for allowing EMS students to receive hands-on training by CCFD, and prior to his/her first rotation, each EMS student will sign a release/waiver agreeing to indemnify and forever hold harmless City, its officers, agents, and employees, for any and all lawsuits, claims, damages, liabilities, losses, and expenses (including court costs, attorneys fees, and expert witness fees) from, for, or on account of any injury to any person or death at any time resulting from such injury, damages to any property which may arise or which may be alleged to have arisen out of or in connection with any activity by an EMS student pursuant to this agreement. It is agreed by and the intention of the EMS students to indemnify City regardless of whether the claims, demands, or suits rise from the sole or joint negligence of the party indemnified herein. City and the College agree that all EMS students shall execute the release/waiver, and that no EMS student may participate until and unless such release/waiver is execute and delivered to the officials of the College.
7. As to all activities connected with this agreement, neither the College nor City shall be responsible to the other for personal injuries caused by the acts or omissions, if any, of either party or their contractors. Stated otherwise, neither party agrees to indemnify or hold harmless the other party as to personal injuries arising out of this agreement. The liability, if any, of either party shall be that prescribed by the laws of the State of Texas. 
8. This agreement shall be effective on March 1, 2015, or on such date as it becomes active by signature of all officials of the parties to the agreement, and shall continue in effect until terminated. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
9. This Agreement is entered into under the authority of the Interlocal Cooperation Act, Chapter 791 Government Code. The EMS students of the College training program under the Agreement are not employees of CCFD and no employer/employee or master/servant relationship is established by this agreement.

CITY OF CORPUS CHRISTI

DEL MAR COLLEGE

2-22-15

Ronald L. Olson (Date)
City Manager

MEH 2.25.15

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

CRB