



DEL MAR COLLEGE

Corporate Services &  
Workforce Programs

**TRAINING AND DEVELOPMENT AGREEMENT**

DATE: March 21, 2024

GENERAL: This Agreement is entered into by and between Del Mar College and City of Corpus Christi – Public Works Department in consideration of the mutual promises contained herein.

**SECTION I. AGREEING PARTIES**

**Receiving Party:**

City of Corpus Christi – Public Works  
2525 Hygeia Street  
Corpus Christi, TX 78415

**Performing Party:**

Del Mar College  
101 Baldwin Blvd  
Corpus Christi, TX 78404

**SECTION II. TERMS OF AGREEMENT**

- A. This document shall be considered as a proposal for services until signed by both parties and, once signed, this Agreement is effective May 1, 2024, and continuing through August 31, 2025, unless earlier terminated in writing by either party with at least 10 days' advance notice. Prior to the expiration of the initial term, the parties may agree in writing to renew this Agreement for continuing one-year terms (Sept. 1 – Aug. 31) up to a maximum renewal period totaling four years, unless earlier terminated in the manner set out in this subsection.
- B. Prices outlined by this Agreement will begin on May 1, 2024, and will expire August 31, 2025. Upon expiration of the pricing in August 2025, the Performing Party shall provide the Receiving Party with an updated Pricing Table in writing, which will be incorporated into this Agreement without the formal necessity of amending this Agreement, and Receiving Party shall be subject to the updated Pricing Table then in effect during any applicable one-year renewal term of this Agreement.
- C. The Receiving Party agrees to pay for services within 30 days from receipt of invoice.
- D. Either party has the right to cancel or reschedule services or training specified by the Agreement in accordance with the terms outlined herein or in attachments or changes hereto. Such cancellation or scheduling requires written notice **one (1) week** prior to such cancellation or rescheduling. If services are cancelled, payment shall be due for all costs incurred, such as development costs and supply costs. Services can be rescheduled if agreed to by both parties.
- E. 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.



- F. The Receiving Party agrees that all employees attending class will abide by the college's Standards of Conduct, and that any employee or student deemed disruptive may be asked to leave the premises.
- G. Both parties agree to follow all State, City and College's Health & Safety Protocols regarding Covid-19 to include training at the college or client location. Employees, students and visitors showing symptoms of Covid-19, who have tested positive or have had close contact with a person who is lab-confirmed to have Covid-19 must not access College facilities.
- H. The continuation of this Agreement after the close of any fiscal year of the City of Corpus Christi, which fiscal year ends on September 30th annually, is subject to budget approval and appropriations specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that a budget item providing for this Agreement will be adopted, as that determination is within the City Council's sole discretion when adopting the budget.
- I. Contact persons are:
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| Michael Nandin<br>City of Corpus Christi<br>Contracts/Funds Administrator<br>Office: (361)826-1671<br>Email: <a href="mailto:michaeln2@cctexas.com">michaeln2@cctexas.com</a> | Belinda De La Cruz<br>Del Mar College<br>Senior Director, Corporate Services<br>Office: (361)698-1062<br>Email: <a href="mailto:bdelacruz2@delmar.edu">bdelacruz2@delmar.edu</a> |
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### SECTION III. STATEMENT OF SERVICES TO BE PERFORMED

Del Mar College will provide the following in-person training workshops at college facilities:

- Refer to the Table attached

### SECTION IV. SERVICE COST

- Refer to the Table attached
- Del Mar requires pricing be reviewed annually.

Minimum and maximum number of participants per workshop / training will vary per session. Pricing is based on the maximum number of participants. Please refer to the table attached. Pricing includes all instructional costs, participant handouts, supplies, and student fees. Continuing Education Units (CEUs) will be issued to each student upon successful completion of the training. Registration forms will be completed by each participant. The total training cost cannot exceed \$100,000 for the effective duration of this Agreement.

SECTION V. AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION VI. CERTIFICATION OF BASIC AGREEMENT

RECEIVING PARTY

City of Corpus Christi – Public Works

By: Authorized Signature

Name

Title

Legal Reviewer Signature (if applicable)

Legal Reviewer Name (if applicable)

Date Signed

PERFORMING PARTY

Del Mar College

Lenora Keas

Lenora Keas (Mar 29, 2024 12:08 CDT)

By: Authorized Signature

Lenora Keas

Name

Exec Vice President, Chief Operating Officer

Title

Jessica Alaniz

Legal Reviewer Signature (if applicable)

Jessica Alaniz

Legal Reviewer Name (if applicable)

03/29/24

Date Signed



**Del Mar College – Corporate Services Training Offerings  
City of Corpus Christi – Public Works – March 2024**

<b>Del Mar Corporate Services Training Workshop</b>	<b># of hours</b>	<b># of students (min / max)</b>	<b>Workshop Price thru 08.31.24</b>	<b>Workshop Price 09.01.24 - 08.31.25</b>
Confined Space Entry	8	10 / 15	\$ 8,825	\$ 9,500
Confined Space Rescue	16	10 / 15	\$ 11,500	\$ 12,650
Excavator & Backhoe Training / Hands-on Skills	8	4 / 6	\$ 3,000	\$ 3,300
Crane Simulator/Assessment *	8	2 / 3	\$ 2,500	\$ 2,800
Mobile Crane Operator Training *	8	2 / 3	\$ 2,500	\$ 2,800
Rigging & Material Handling	24	6 / 10	\$ 8,600	\$ 9,460
Trenching & Excavation Rescue	16	10 / 15	\$ 11,500	\$ 12,650
Personal Fall Protection	8	10 / 15	\$ 3,400	\$ 3,600
Small Motor, Pump Repair / Hands-on Skills	16	6 / 10	\$ 6,500	\$ 7,200
Instrumentation Calibration, Installation, Repair	8	6 / 10	\$ 4,800	\$ 5,200
Culture of Safety (Leadership Safety Training)	12	12 / 18	\$ 4,650	\$ 4,900
OSHA 10 Training	10	12 / 18	\$ 2,500	\$ 2,850
OSHA 30 Training	30	12 / 18	\$ 4,250	\$ 4,750
Skid Steer Operator Safety Training / Hand-on Skills	8	4 / 6	\$ 3,000	\$ 3,300
Leadership – Interpersonal Communications	4	10 / 18	\$ 1,300	\$ 1,800
CDL Class A Training **	200	3 / 4	\$ 4,000	\$ 4,500
CDL Class B Training **	80	3 / 4	\$ 2,000	\$ 2,500
Manual Transmission Training (plus) **			\$ 0	\$ 300

\*Note: The Crane Simulator/Assessment training is held at the Del Mar College Crane Simulator at Laguna Crane Services in Aransas Pass. The Mobile Crane Operator Training is offered at a client location. Laguna Crane Services offers Mobile Crane Operator Certification through a 3<sup>rd</sup> Party Partner Agreement with Del Mar College.

\*\* Transportation Pricing is per individual student, NOT per class. For example, a cohort of four students for CDL-B would cost \$8,000 before September 1, 2024.

\*\*\* Del Mar College requires pricing be reviewed yearly.