

AFFILIATION AGREEMENT BETWEEN DEL MAR COLLEGE DISTRICT AND CITY OF CORPUS CHRISTI

This Affiliation Agreement ("Agreement") is made by and between the CITY OF CORPUS CHRISTI ("City"), a municipal corporation and home-rule city of the State of Texas for its CORPUS CHRISTI FIRE DEPARTMENT ("CCFD"), and the DEL MAR COLLEGE DISTRICT ("DMC"), an Institution of Higher Education and a Texas community college.

In consideration of the mutual covenants in this Agreement, CCFD and DMC mutually agree as follows:

Section I. PURPOSE.

The City desires to enroll CCFD cadets ("cadets") in the DMC Emergency Medical Services Professions (EMT & Paramedic Certifications) and Fire Science/Firefighting (DMC Fire Academy/Firefighter Certification) programs ("Public Service Programs"), operated within DMC's Public Service Department.

Section II. OBLIGATIONS OF CCFD.

1. Provide a designated liaison/contact person between CCFD and DMC to oversee activities, inspections, attendance verification, evaluations, and discipline at the Public Service Programs.
2. Utilize DMC facilities and staff for Public Service Programs training with a target of between 15 - 30 students for each class conducted. Classes of fewer than 15 or greater than 30 students may be conducted with the written approval of the Dean of Division of Industry and Public Service Education, Vice President and Chief Academic Officer, and the Department Chairperson.
3. Use best efforts to coordinate CCFD academy sessions to begin and coincide with DMC Public Service Programs semesters/course schedules.
4. Provide appropriate administrative support to Public Service Program. Administrative support includes, but is not limited to, providing textbooks/workbooks to CCFD cadets, and assisting cadets with enrollment and academic advisement.
5. Comply, always, with all DMC academic and student policies and procedures including, but not limited to, policies on academic evaluation and placement of students; course prerequisites; testing and grading practices; and attendance requirements.

6. Maintain compliance with NFPA 1851 safety standards, including, but not limited to providing CCFD participants with personal protective equipment to include helmet, coat, pants boots, gloves, and hood.
7. Provide appropriate SCBA's (Self-Contained Breathing Apparatus) for all CCFD activities.
8. Provide all cadet needs for both Fire and EMS training (including Anatomy and Physiology and/or other requisite courses identified by DMC including the required testing and assessments such as EMS Testing and Platinum Planner).
9. Provide all textbooks, education materials, supplies and personnel support necessary for training of both Fire and EMS cadets and personnel, including, but not limited to, alternative hires.
10. CCFD staff providing personnel support may, with DMC's approval and in accordance with DMC policies, be credentialed as a DMC adjunct instructor or preceptor.
11. At the request and discretion of DMC, participate in DMC's selection of educational materials, texts, and other related course materials.
12. Obtain and maintain the record requirements of vaccinations, drug testing, background checks, and physicals for the requirements set forth by hospitals. CCFD also agrees to allow DMC access to these documents as needed by hospitals and other health care facilities and agencies.
13. Maintain and demonstrate adequate and required insurance coverage, including, but not limited to coverage for injuries sustained by cadets/trainees during the duration of training (onsite at the Academy or otherwise).
14. Comply, always, with all administrative and other DMC policies, including, but not limited to, those pertaining to safe workplace, smoking, drugs and alcohol, professional working environment, sexual harassment, and computer and internet utilization.

15. Enroll employees in Continuing Education courses that apply to “additional training.” Instructors may be provided by CCFD or DMC, subject to DMC approval. In addition, CE course content may be provided by CCFD, subject to DMC approval.
16. Pay invoices submitted by DMC under this agreement within sixty (60) days of receipt.

Section III. OBLIGATIONS OF DMC.

1. Register and enroll students (cadets) in accordance with the policies and regulations of DMC.
2. Provide all required instruction and training within the Public Service Program for the duration of the program. DMC will credential and select faculty members and preceptors for the instruction and clinical positions. DMC will follow the hiring practices set forth by DMC human resources.
3. Provide to CCFD, timely and itemized invoicing as follows:
 - a. All CCFD cadets will be considered "in district" for tuition purposes.
 - b. Del Mar College will provide a 20% discount to tuition for contract billing in accordance with the current calendar year tuition rates.
 - c. Invoices will provide itemization to identify the following:
 1. EMT training cost per student/cadet
 2. EMT-Paramedic training cost per student/cadet
 3. Anatomy and Physiology training cost per student/cadet
 4. Fire training cost per student/cadet
4. In accordance with DMC policy, CCFD will not be entitled to any tuition or other expenses for any student/cadet that is fired or dismissed from any Public Service Program after the census roster dates of each course.
5. Award college credit as appropriate to cadets who are successful in completing college credit courses within this program. DMC may also award continuing education credit to enrolled CCFD employees for completing CE work that is embedded in regular college course content.
6. Provide clerical support and student services support as coordinated by the Dean of Business, Industrial, and Public Service Education of Del Mar College and the Public Service Department Chair.

7. As required under this Affiliation Agreement, DMC will provide to CCFD the use of necessary facilities and associated services listed on Schedule A, "Facilities and Associated Services," subject to DMC Facilities policies and the additional rules listed on Schedule A. The items on Schedule A may be modified by mutual agreement of CCFD and DMC.

Section IV. Other Agreements

CCFD and DMC further agree that they may enter into other ancillary or related agreements or execute other documentation under this Affiliation Agreement to cover related training and/or programming, including, but not limited to EMT students, and agree to cooperate in the preparation and execution of any necessary, additional documentation. Attached as Schedule B is an example of such additional documentation.

Section V. Term of Agreement and Automatic Renewal.

The term of this Affiliation Agreement shall be for a term of ten (10) years and will automatically renew every year thereafter for a term of one (1) year.

Section VI. Amendments.

This Affiliation Agreement may be amended only by written agreement signed by duly authorized representatives of the parties hereto.

Section VII. Termination of Agreement.

If either party wishes to withdraw from this agreement, it is understood that written notice of withdrawal shall be given to the other party at least 90 days prior to the date of withdrawal and that instruction and classwork shall continue until the completion of the then-current fire academy and all outstanding debts/fees have been paid in full.

Section VIII. Notices.

Any required written notices shall be sent mailed, certified mail, postage prepaid, addressed as follows:

DMC:
Del Mar College District
Attn.:
101 Baldwin Blvd
Corpus Christi, Texas 78404-3897

CCFD:

City of Corpus Christi
Attn.:
1201 Leopard Street
Corpus Christi, Texas 78401

CCFD

By: _____

Date: _____

DMC

By: _____

Date: _____

Schedule A
"Facilities and Associated Services"

In connection with Affiliation Agreement, DMC agrees to provide the following facilities and associated services:

- a. Six (6) offices used for the intended purpose of administration and support of the CCFD Training Division at no fee.
- b. One (1) conference room at no fee.
- c. One (1) classroom at no fee.
- d. Use of additional classroom as availability permits, at no fee.
- e. Scheduled (via Viking Scheduler/Program Director) use of drill field and props at no fee, but under DMC supervision and instruction.
- f. Janitorial and other maintenance services for the upkeep of the facilities identified above.
- g. Hot and cold water at these facilities for general use, heat and air conditioning, routine maintenance of electrical lighting and replacement light bulbs.

It is also agreed by both parties that CCFD personnel, students/cadets and their respective guests shall be required to comply with the additional following facilities and services rules:

1. All the furniture that is in the 6 offices in ETB (Dome) to be used by CCFD personnel must remain in those offices. Other items can be brought into the offices, but nothing taken out.
2. The six offices in ETB (Dome) ETB 105, 106, 107, 108, 109 and 110 have no assignment designated by DMC. These offices can be assigned to CCFD personnel by the CCFD Supervisor of Training.
3. The last office nearest the conference room (ETB 111) may be utilized by CCFD but will remain available for a DMC employee.

4. CCFD will have a dedicated classroom, ETB 104 that is closest to the offices and use of a dedicated storage area.
5. The storage area across from the secondary classroom, ETB 103, is designated for CCFD storage use. DMC I.T. will utilize the remaining storage within the dome unless they no longer have a need for it.
6. The secondary classroom, ETB 102, can be used for DMC training and/or CCFD training if the room has been reserved in advance via Viking Scheduler same as the open area of the dome and is not already in use or has been reserved for use.
7. The six offices, classrooms and conference room can be wired by CCFD I.T. personnel to use the CCFD phone/computer system. All installations of this type of wiring should be coordinated with DMC's I.T. department.
8. The CCFD primary classroom, ETB 104, can be decorated with appropriate memorabilia/decorations.
9. The main entry hallway from the entrance of the dome leading into the open area needs to be open and clear of anything on the walls or in the hallway, unless otherwise approved, as the dome will be used frequently for events and training sessions on behalf of DMC and other organizations not affiliated with CCFD or the DMC Fire Science Program.
10. The dome and any other DMC classroom, facility or building shall not be used for any unauthorized training of outside entities or after hours use without approval from the Dean of BIPSE, Public Service Department Chairperson and the DMC chain of command. DMC Campus Security/Police will be instructed to contact the Campus Chief and Public Service Chairperson when the dome is occupied after hours or on weekends without proper authorization.

Schedule B

**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 agent's 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. Del Mar College will provide the schedules in advance and update CCFD of any changes.
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 executed 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 e f f e c t i v e on_____, 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

(Date)

(Date)

City Manager

Chair, Del Mar College

Board of Regents

ATTEST:

(Date)

City Secretary

APPROVED AS TO FORM:

(Date)

Assistant City Attorney

For City Attorney