

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**  
**AND**  
**CITY OF MESQUITE**

THIS AGREEMENT is made and entered into by and between the Collin County Community College District (hereinafter referred to as “COLLIN COLLEGE”), a Texas public junior college, on behalf of **Collin College’s Department of Emergency Medical Services**, (hereinafter referred to as “COLLEGE”), and the **City of Mesquite**, a Texas municipal corporation, (“CITY”) on behalf of **Mesquite Fire Department** (hereinafter referred to as “DEPARTMENT”).

**WHEREAS**, COLLEGE offers education and training in emergency medical services programs (hereinafter referred to as “PROGRAM”) to students (such students participating in the PROGRAM are hereinafter referred to as either “Students” or “Interns”) enrolled at the COLLEGE;

**WHEREAS**, Students participating in emergency medical services (“EMS”) education and training must complete internship shifts that may be eight (8), twelve (12) or twenty-four (24) hours, as appropriate;

**WHEREAS**, the DEPARTMENT is a department of CITY that provides EMS to its citizens, using trained and certified EMS personnel;

**WHEREAS**, DEPARTMENT will provide Students with an educational opportunity to observe how DEPARTMENT’s EMS staff respond to emergency calls in their mobile units (hereinafter referred to as “field training”) as a required part of the Texas Department of State Health Services’ (hereinafter referred to as “TDSHS”) requirement for such experience to be certified by TDSHS;

**WHEREAS**, for the purpose of furthering the following objectives of the parties hereto, COLLEGE will collaborate with the DEPARTMENT to agree upon and assign the number of qualified Students who are enrolled in the PROGRAM who desire to receive field training as an Emergency Medical Technician (“EMT”) or a Paramedic; and

**WHEREAS**, under this Agreement, COLLEGE would like for its Students being educated and trained for EMS to participate in internships with the DEPARTMENT's EMS personnel;

**NOW, THEREFORE**, COLLEGE and CITY agree as follows:

**1. Consideration:** COLLEGE and CITY agree that the performance of this Agreement is in the common public interest of both parties.

**2. Purpose:** Under this Agreement, CITY will allow qualified Students of COLLEGE to participate with DEPARTMENT EMS professionals during their responses to medical emergencies. Students who participate in EMS training in/at DEPARTMENT's designated MICU stations will be under direct supervision of DEPARTMENT's personnel. EMT Students will observe and perform non-invasive procedures during these internships. Paramedic Students will perform non-invasive and invasive procedures. Both EMT and Paramedic Students will observe and participate in the latest medical practices and procedures and proper application of life support equipment in a variety of medical emergencies.

In the event that a Student is unable to complete the course objectives as provided by the COLLEGE, Student may be required to participate in additional shifts to fulfill this requirement. As part of their training, Students will satisfy internship objectives that are identified by COLLEGE. Students who successfully complete their field training will be qualified to progress to the next phase of their EMT training.

**3. Responsibilities of the DEPARTMENT:** DEPARTMENT shall have the following responsibilities:

- A. Conduct the appropriate orientation for new and incoming Students to this PROGRAM.
- B. Jointly develop with COLLEGE each Student's schedule 30-calendar-days in advance of the Student's training under this Agreement. Once each Student's schedule is established as set forth above, if a change in schedule is necessitated, DEPARTMENT will negotiate with COLLEGE any such schedule changes as soon as reasonably practicable from the date either DEPARTMENT or COLLEGE are made aware of such changes.
- C. Provide the latest state of the art and fully operational medical supplies and equipment. All supplies and equipment shall conform to all statutes and regulations relating to them.
- D. Provide ambulances staffed with duly licensed and qualified personnel.

- E. Provide appropriately trained preceptors for all Students participating in all of their internships.
- F. Provide internship locations/slots to Students in accordance with PROGRAM devised requirements.
- G. DEPARTMENT shall provide to COLLEGE an evaluation of each Student at a frequency reasonably determined by the Parties. These evaluations shall include, but are not limited to:
  - (1) Cognitive;
  - (2) Psychomotor; and
  - (3) Affective competencies.

**4. Responsibilities of the COLLEGE.** COLLEGE shall have the following responsibilities:

- A. Develop a yearly instructional plan with DEPARTMENT to meet the educational goals of the EMT and Paramedic PROGRAM. This plan will be made available to the Parties to this Agreement and will be subject to revisions to resolve any operational conflicts. Notwithstanding the foregoing, COLLEGE shall have the authority to make the final determination with respect to all aspects of each yearly instructional plan.
- B. In conjunction with DEPARTMENT, plan and coordinate the educational experience of Student(s) at the DEPARTMENT by:
  - (1) Providing the DEPARTMENT's designated EMS liaison notification, no less than 45-calendar-days prior to need, of the number of Students for whom internship slots are needed; and
  - (2) Facilitating a COLLEGE clinical liaison to DEPARTMENT's liaison for daily status reports/discussions of Students while at internship.
- C. Schedule meetings, as necessary, with staff of DEPARTMENT, for the purpose of interpreting, discussing, and evaluating the PROGRAM.
- D. Initiate periodic evaluation of internship learning experience.

- E.** Assist with the supervision of its Students at the DEPARTMENT, only to the extent COLLEGE personnel responsible for operating the PROGRAM provide training related to the PROGRAM to Students at the DEPARTMENT'S facilities.
- F.** Conduct conferences(s) with Students and/or DEPARTMENT supervisors or other appropriate staff, as needed or requested.
- G.** Furnish the DEPARTMENT with a schedule of hours for each Student's internship at least thirty (30)-calendar day notice before finalizing a schedule.
- H.** Hold DEPARTMENT responsible for learning and observing policies and regulations of both the PROGRAM and the DEPARTMENT as they apply to the Student learning situation.
- I.** Require all Students that participate in this PROGRAM provide sufficient verification to the COLLEGE that each Student has met all prerequisites in connection with the PROGRAM's instructional plan, and inform the DEPARTMENT which Students have previously met all such prerequisites.
- J.** Inform the DEPARTMENT prior to the start of their first ride-out, that the COLLEGE has verified each Student has satisfactorily passed:
  - (1) A Substance abuse panel 10 drug screen; and
  - (2) A criminal background check.
- K.** Inform and explain to Students that they:
  - (1) Will be under the jurisdiction of DEPARTMENT officials for training purposes and will follow DEPARTMENT rules to the extent that such rules relate directly to education and training in the PROGRAM;
  - (2) Need to adhere to policies and procedures to follow while at the DEPARTMENT's facilities, including, but not limited to, DEPARTMENT's medical control policies, procedures, EMS protocols, patient privacy and HIPAA regulations;
  - (3) Will have the status of learners and will not replace staff of the DEPARTMENT nor give service to patients apart from the PROGRAM or the educational value derived thereof;
  - (4) Are subject to authority, policies, and regulations of the COLLEGE. They are also subject, during their internship assignment, to the same standards

as are set for employees of the DEPARTMENT in matters relating to EMS PROGRAM duties; and

(5) Are not employees of the DEPARTMENT and therefore, are not eligible for worker's compensation from CITY.

**L.** Prior to each Student participating in the PROGRAM, verify that said Student has not been excluded from participation in any state and/or federal health care programs. Inform each Student that they cannot participate in the PROGRAM if they are excluded from participation in any state and/or federal health care programs. COLLEGE shall inform Students that they are required to notify both the COLLEGE and the CITY within two (2) business days of Student's discovery that they are the subject of any actions, investigations or other proceedings that could lead to their exclusion from any state and/or federal health care programs. In the event COLLEGE discovers or is notified any student is or may be excluded from any state or federal health care programs, COLLEGE will notify CITY no later than two (2) business days after said discovery or notification, whichever occurs first.

**M** Handle all Student disciplinary problems, giving consideration to recommendations of personnel of DEPARTMENT, as appropriate; provided, however, the COLLEGE shall have sole and final discretion with respect to handling each disciplinary problem.

**N** Verify each Student has met the health standards of DEPARTMENT as a prerequisite to participating in the PROGRAM. Upon request of DEPARTMENT, Students shall, at their own expense, provide evidence of:

- (1) Rubella and rubeola immunity;
- (2) Annual chest x-ray or evidence of a negative tuberculosis test;
- (3) Inoculation for tetanus within the last ten years;
- (4) History of chicken pox (varicella) after the Student's first birthday;
- (5) Verification that Student was advised regarding Hepatitis B and either received, is in the process of receiving, or refused to receive the Hepatitis B vaccination; and
- (6) Healthcare-level-provider CPR course completion certificate.

- O. Confirm that the PROGRAM is in full compliance with state and federal equal opportunity and affirmative action laws and regulations including Title IX of 1972 Education Amendments, Title VI and VII of the Civil Rights Acts of 1964 and 1992, Section 504 of the 1973 Rehabilitation Act, the Americans with Disabilities.
- P. Confirm with each paramedic Student that they have completed the CITY Compliance Training prior to their clinical rotation with the CITY.

## 5. **Protections of Education Records under FERPA**

- A. Any COLLEGE Records (“COLLEGE Records”) shared with DEPARTMENT relating to services under this Agreement may contain information protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”). If COLLEGE Records are subject to FERPA, COLLEGE designates DEPARTMENT as a COLLEGE official with a legitimate educational interest in COLLEGE Records.
- B. DEPARTMENT represents, warrants, and agrees that it will hold COLLEGE Records in strict confidence and will not use or disclose COLLEGE Records except as:
  - (1) Permitted or required by this Agreement;
  - (2) Required by law, including, without limitation, FERPA; or
  - (3) Otherwise authorized by COLLEGE in writing.

6. **Term.** Subject to prior termination of this Agreement as provided in the Termination provision of this Agreement, this Agreement shall be in full force and effect beginning on **September 1, 2021**, and ending on **August 31, 2022**. This Agreement may be renewed for two additional one-year periods with the prior written consent of both Parties.

7. **Termination.** Either Party to this Agreement may terminate this Agreement upon 90-calendar-days-notice in writing. Such action, however, shall not affect Students already enrolled in the PROGRAM. The CITY and DEPARTMENT agree that Students who are enrolled in courses under this PROGRAM prior to the date of termination of this Agreement will be allowed to finish the courses that they are enrolled in.

8. **Assignment.** Neither Party may assign their interest in this Agreement without the written permission of the other Party.

9. **Insurance.** Parties to this Agreement shall maintain the following insurance limits:

- A. Insurance requirements for the COLLEGE.
- (1) The COLLEGE shall assure CITY that Students who participate in this PROGRAM will have health insurance and are covered under the COLLEGE'S professional liability insurance coverage of no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. COLLEGE shall furnish CITY with a certificate showing proof of such coverage and the declaration page of the policy. Such insurance policy shall name CITY as an additional named insured with respect to any covered liability arising out of the performance of this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be cancelled or materially altered to reduce the policy limits until CITY has received at least forty-five (45) days' advance written notice of such cancellation or change, so that CITY will have the option of terminating this Agreement before the effective date of such cancellation or change. COLLEGE shall be responsible for notifying CITY of any change or cancellation.
  - (2) Prior to performance of any other obligation contained herein, COLLEGE shall file with DEPARTMENT required original certificates of insurance with endorsements, which shall clearly state all of the following: the policy number, name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts.
    - b. that CITY shall receive forty-five (45) days' prior written notice of cancellation from either the insurer or COLLEGE; and
    - c. that COLLEGE'S insurance is primary as respects any other valid or collectible insurance that CITY may possess, including any self-insurance retentions CITY may have; and any other insurance CITY does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.
  - (3) The certificates of insurance with endorsements and notices shall be mailed to CITY at the address specified in § 4 below.
  - (4) Any insurance provider of COLLEGE shall be admitted and authorized to do business in the State of Texas and shall be rated at least A:V in A.M. Best & Company's Insurance Guide. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.
  - (5) Any deductibles or self-insured retentions must be stated on COLLEGE certificates of insurance, which shall be sent to CITY.

**B.** Insurance requirements for the CITY: At its own expense, the CITY shall:

- (1) Obtain and maintain Professional Liability and General Liability coverage with an insurance carrier authorized to do business in the State of Texas in the amounts of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. CITY shall furnish COLLEGE with a certificate showing proof of such coverage and the declaration page of the policy. CITY shall provide a Certificate of Coverage indicating COLLEGE as a certificate holder. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. CITY shall be responsible for notifying COLLEGE of any change or cancellation.
- (2) Prior to performance of any other obligation contained herein, CITY shall file with COLLEGE required original certificates of insurance with endorsements, which shall clearly state all of the following: the policy number, name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts.
- (3) The certificates of insurance with endorsements and notices shall be mailed to COLLEGE at the address specified in § 15 below.
- (4) Any insurance provider of CITY shall be admitted and authorized to do business in the State of Texas and shall be rated at least A:V in A.M. Best & Company's Insurance Guide. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.
- (5) Any deductibles or self-insured retentions must be stated on CITY certificates of insurance.
- (6) CITY shall maintain Workers Compensation coverage for all CITY staff that are attached to services under this Agreement with qualified insurers in amounts required by State law.

**10. Indemnification.** To the extent permitted by law, each Party agrees to be responsible for any personal injury, property damage, or other harm caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the Parties may otherwise mutually agree in writing. Notwithstanding the foregoing, nothing contained herein shall constitute a waiver of any defenses which may be available to the Party, including governmental immunity and any and all other defenses and immunities applicable to such Party, nor shall this



provision expose the Party to any liability other than that to which it may be held liable under applicable law. The provisions of this paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**11. Venue:** Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.

**12. Governing Law:** This Agreement and all materials and/or issues under this Agreement shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely in Texas.

**13. Nondiscrimination:** Parties to this Agreement shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

**14. Waiver:** The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

**15. Notice:** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

**Collin County Community College District**

**To: Michelle Millen, Academic Dean  
Collin County Community College District  
3452 Spurr 399  
McKinney, Texas 75069**

**City of Mesquite**

**To: Cliff Keheley  
City Manager  
1515 N. Galloway  
Mesquite, TX 75149**

Either Party reserves the right to designate in writing to the other Party any change of name, change of person, or address to which the notices shall be sent.

**16. Miscellaneous Provisions:**

- A. Neither Party shall have control over the other Party with respect to its hours, time, employment, etc.
- B. Neither Party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.
- C. Neither Party has authority on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
- D. **Unless otherwise required by law**, neither Party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
- E. The Parties to this Agreement warrant that their obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Also, each Party shall adhere to their entity's policies and procedures. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- F. In the performance of its obligations under this Agreement, the Parties to this Agreement shall act fairly and in good faith. Where notice, approval, or similar action by either Party hereto is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

**17. Parol Evidence and Statute of Agreement:** This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the COLLEGE and the CITY. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.

**18. Signatory Clause:** The individuals executing this Agreement on behalf of the COLLEGE and CITY acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each Party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last Party has signed and dated this Agreement.

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**Interlocal Agreement Between  
The Collin County Community College District  
And City of Mesquite**

# CITY OF MESQUITE, TEXAS

By: \_\_\_\_\_  
Cliff Keheley, City Manager

By authority of Council resolution  
dated: November 19, 2018

ATTEST:

By: \_\_\_\_\_  
Sonja Land, City Secretary

APPROVED AS TO FORM:  
David L. Paschall, City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

# COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
**Printed Name:** Michelle Millen, MSCPM, RHIA **Date**  
**Title:** Academic Dean, Health Sciences and Emergency Services

By: \_\_\_\_\_  
**Printed Name:** Melissa Irby **Date**  
**Title:** Chief Financial Officer

Interlocal Agreement Between  
The Collin County Community College District  
And City of Mesquite