

# **Memorandum of Understanding**

## **INTRODUCTION**

This document contains the Memorandum of Understanding between the City of Broken Arrow, Oklahoma (CITY) and the Tulsa Community College (TCC) pertaining to a Fire and Emergency Medical Services (FEMS) Internship for TCC students.

## **GENERAL OVERVIEW**

The Internship shall consist of a 20 week training firefighter academy (Fire Academy). It is anticipated that the course will be held 4 days a week, 10 hours a day, Monday – Thursday, for 20 weeks at no cost to the student, or TCC unless otherwise noted in this document. The Intern will participate as a TCC student in the CITY Fire Academy along with other Academy participants and will not be compensated monetarily. However, the Intern will earn all available certifications, training, and skills available to all participants. The City will be entitled to reciprocal instructional hours of equal college credit hours to be used by the City for any eligible employee or employees for any Fire and Emergency Services (FEMS) class or courses, including the TCC Paramedic Course. Instruction provided by the CITY will be at no cost to TCC. Instruction provided by TCC to CITY employees will be at no cost to the CITY, except that all CITY employees will be responsible for mandatory TCC student fees. The TCC student will be enrolled in TCC and will receive TCC academic credit for successfully completing the CITY Fire Academy.

## **SPECIFICS**

1. CITY will determine the number of students to be enrolled into the program on an annual basis.
2. CITY will have the ultimate decision making authority on the selection of students who are chosen to attend the course. As part of the selection process, Students will participate in an interview by a panel created by the CITY
3. CITY and TCC will monitor the student's success cooperatively.
4. CITY will provide all supplies, and all pertinent safety equipment.
5. The student will sign the City's Release of Liability Ride-Along Agreement.
6. The student will purchase all appropriate Academy uniform items.
7. The student must comply with all TCC and CITY/BAFD policies.
8. The student must comply with all TCC and CITY/BAFD instructions.
9. The student may be removed from the program for policy infractions.
10. There is no expectation, or promise of employment by CITY or TCC.
11. The student will not be responding to emergency scenes. The student will not be placed in a situation beyond their training level.

# **Memorandum of Understanding**

## **WHOLE AGREEMENT**

This MOU is the complete and exclusive statement of the agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties related to the subject matter of this MOU. No modification of this MOU will be binding on either party except as a written addendum signed by an authorized agent of both parties.

## **TERM**

The term of this agreement is for one calendar year commencing February 1, 2017, and lasting until December 31, 2017. The term may be extended for subsequent one-year terms by a mutual written agreement of the parties in advance of the expiration of the term.

## **PROHIBITION AGAINST ASSIGNMENT**

Neither this MOU nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

## **NONDISCRIMINATION AND SEXUAL HARASSEMENT**

During the performance of this MOU, the parties shall comply with all federal and state nondiscrimination and sexual harassment laws and regulations and policies. In the event of a party's noncompliance or refusal to comply with any applicable law or regulation, this MOU may be rescinded, canceled, or terminated in whole or in part. The party shall, however, be given a reasonable time in which to cure this noncompliance.

## **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this MOU shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **WAIVER AND SEVERABILITY**

No provision of this MOU, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence. If any term or condition of this MOU or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the MOU that can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this MOU are declared severable.

## **LIABILITY**

Each party to this MOU will be responsible for its own negligent acts or omissions and those of its employees, officers, volunteers or agents in the performance of this MOU. Neither party will be considered the agent of the other nor does either party assume any responsibility to the other party for the consequences of any act or omission of

## **Memorandum of Understanding**

any person or entity not a party to this MOU. The terms of this provision shall survive the termination of the MOU. Nothing in this MOU shall serve as a waiver of either parties' defenses of sovereign immunity, Oklahoma's Governmental Tort Claims Act, or any other recognized defense at law or in equity.

### **INSURANCE**

TCC shall maintain general liability insurance of at least \$1,000,000 for each student and/or as required by law during the term of this MOU. The City shall waive all rights against TCC for the recovery of damages to the extent these damages are not covered by insurance policies maintained by TCC pursuant to this MOU. Evidence of liability insurance shall be provided by TCC upon request by the CITY.

### **GOVERNING LAW**

This MOU shall be governed in all respects by the law and statutes of the State of Oklahoma. The venue for any action hereunder shall be in the District Court for Tulsa County, Oklahoma.

Agreed to this \_\_\_\_ day of January, 2017 by:

Approved as to Form:

Lesli Myers  
Assistant City Attorney

City of Broken Arrow

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk/Seal

Tulsa Community College

By Cindy Hess  
Printed Name Cindy Hess  
Title SR. Vice President  
Chief Academic Officer

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State of Oklahoma      )  
                            )  
County of Tulsa        )

Before me, a Notary Public, on this 13th day of January, 2017, personally appeared Cindy Hess known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

7-21-18

Cindy Ward  
Notary Public

