

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: June 9, 2015		DATE SUBMITTED: May 27, 2015	
DEPARTMENT OF ORIGIN: Animal Services		SUBMITTED BY: E. Zaragoza	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consider approving a proposed Inter-Local Agreement (ILA) between the City of Bryan and Blinn College allowing Blinn College students to provide animal health care assistance at the Bryan Animal Center (BAC) while students train to be Veterinarian Technicians and Assistants.			
SUMMARY STATEMENT: The Animal Services Department is requesting approval of an Inter-Local Agreement (ILA) with Blinn College. The proposed agreement allows Blinn College students to provide animal health care assistance at the Bryan Animal Center (BAC), which in turn becomes a venue to train students to be Veterinarian Technicians and Assistants.			
<p>In 2011, the City of Bryan took over the operations of the Bryan Animal Center from the Brazos Animal Shelter (now known as the Aggeland Humane Society). The following year, the City's two divisions of animal services (Animal Control and Animal Center) were combined into a single unit to create Bryan's Animal Services. Currently, staff is comprised of 3 Animal Control Officers, 4 Kennel Care Techs, 1 Administrative Assistant, 1 Programs Coordinator, 6 Part-Time staff and 1 Supervisor. These employees are responsible for caring for over 3,000 animals a year.</p> <p>To fulfill requirements set by the State, an Animal Center Advisory Committee was established to help provide guidance and support. One of many important topics discussed by the Committee was the need to develop relationships with possible higher education partners. Over time, City staff met with both Blinn College and Texas A&M University representatives who expressed a desire to partner with the City, but more discussions and review was necessary.</p> <p>On June 18, 2014, City staff met with a Blinn College representative, from the Vet Tech Program, who expressed a desire to move forward with forming an official partnership between the City of Bryan and Blinn's Vet Tech Program. This proposed partnership/agreement will provide Blinn College students a venue to train to be Vet Techs and Vet Assistants. There is no cost to the City and the partnership will provide the City's shelter animals with medical care they might not otherwise receive. At the same time, the partnership will enable Blinn College to produce better qualified and more experienced graduates with focused training on husbandry and parasitology. Blinn College faculty will supervise the training, education, oversight, evaluation, and selection of students. Bryan's Animal Center staff will schedule times for students to be on the premises, set guidelines for which animals may be treated, and generally control access to the animals and the facility. This proposed agreement holds harmless the City of Bryan with all students held liable by Blinn College (Article IV. General Provisions & Obligations, Section F).</p> <p>Approving this proposed ILA will help establish a successful partnership with Blinn College and create opportunities for the City's facility to be utilized in the development of future animal health care providers. The success of the BAC not only falls on the shoulders of the City and staff but also the countless volunteers and partnerships throughout the community. Creating this partnership with Blinn College will enable the City to expand and continue growing Bryan's Animal Services. In just three years, the BAC has established itself as a full-service animal facility with successful relationships throughout the community, which results in every animal having the best opportunity to be reunited with its owner, adopted, fostered, or rescued.</p>			

Below is a summary of agreed upon terms listed in the agreement:

- This Agreement shall be effective for five (5) years (unless terminated by either party)
- BAC Supervisor will:
 - Provide access, direction, equipment, and materials for the clinical experience;
 - Confer with faculty on scheduling of clinical experiences, as well as any problems that may arise, including but not limited to deficiencies in students' skills, professional behavior, or conduct; and
 - Identify which animals are to be evaluated and/or treated as a part of the clinical experience as well as identify which animals are in redemption or quarantine periods and therefore not part of the experience.
- Blinn College Faculty will:
 - Determine the number of students to participate in clinical experiences in coordination with the Clinical Site Supervisor; individual students will be assigned by the Faculty member;
 - Furnish and verify a schedule to include dates and times of the students' clinical experience, in consultation with the Clinical Site Supervisor;
 - Direct, supervise, and monitor students' progress during the clinical experience; and
 - Assess the student's progress and assign grades pursuant to Blinn College's standards.

Approving this ILA will help establish a successful partnership with Blinn College and create opportunities for the Bryan Animal Center to be utilized in the development of future animal health care providers. The success of the BAC not only falls on the shoulders of the City and staff but on the countless volunteers and partnerships throughout the community. Creating this partnership with Blinn College will enable the City to expand and continue growing Bryan's Animal Services.

STAFF ANALYSIS AND RECOMMENDATION: The Animal Services Department is requesting approval of a proposed Inter-Local Agreement (ILA) with Blinn College to provide assistance in animal health care at the Bryan Animal Center and to provide a venue to train students to be Veterinarian Technicians and Assistants.

Approving this ILA will help establish a successful partnership with Blinn College and create opportunities for the Bryan Animal Center to be utilized in the development of future animal health care providers. The success of the BAC not only falls on the shoulders of the City and staff but on the countless volunteers and partnerships throughout the community. Creating this partnership with Blinn College will enable the City to expand and continue growing Bryan's Animal Services. In just three years, the BAC has established itself as a full-service animal facility with successful relationships throughout the community, which results in every animal having the best opportunity to be reunited with its owner, adopted, fostered, or rescued. City staff is confident the cost of resources used to develop this new program will be greatly outweighed by the benefits received at the BAC and benefits gained by students who assist with care at the BAC. (While additional City funds are not anticipated, unplanned costs could occur, such as the need for additional medical supplies, equipment, and other resources to assist Blinn College students in their efforts to provide animal health care at the BAC.)

While the Animal Center Advisory Committee has not had an opportunity to review this specific proposed agreement, the terms appear to address the general direction implied by the Committee. In an effort to expeditiously move forward with an agreement between Blinn College and the City, the agreement is going directly to the City Council.

OPTIONS (In Suggested Order of Staff Preference):

1. Approve the proposed agreement
2. Approve the proposed agreement with modifications, which may require consideration at a future City Council meeting and additional negotiations with Blinn College
3. Do not approve the agreement

ATTACHMENTS:

1. Proposed Inter-Local Agreement (ILA) between the City of Bryan and Blinn College

FUNDING SOURCE: NA (Note: While additional City funds are not anticipated, unplanned costs could occur, such as the need for additional medical supplies, equipment, and other resources to assist Blinn College students in

their efforts to provide animal health care at the BAC. City staff time will be devoted to preparing schedules and working with Blinn College representatives.)

APPROVALS: Hugh R. Walker, 05/30/2015

APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 06/01/2015

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 06/03/2015

Revised 05/2013

ATTACHMENT A

BLINN COLLEGE AND CITY OF BRYAN CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between Blinn College, a public community college district recognized under Chapter 130 of the Texas Education Code and a political subdivision of the State of Texas ("Blinn College" or "College") and the City of Bryan, Texas, ("City") a home rule municipal corporation operating the Bryan Animal Center ("Clinical Site"), related to the Blinn College Allied Health Veterinary Technology ("VTHT") Program.

WHEREAS, Blinn College provides a comprehensive community college program, including courses in veterinary technology, and as part of this program, students are required to obtain appropriate veterinary clinical experiences; and

WHEREAS, the Clinical Site is a municipally operated animal shelter serving the City of Bryan, and is willing to serve as a clinical laboratory for providing these needed clinical experiences; and

WHEREAS, Blinn College desires to enter into an agreement with the City to provide educational services in the form of clinical experiences to Blinn veterinary technology students; and

WHEREAS, the City considers it beneficial to participate in the clinical education of veterinary technology students, as well as to provide low cost veterinary care for strays and adoptable pets; and

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts to perform governmental functions such as providing for the public health and welfare by operating an animal shelter; and

WHEREAS, both parties agree that Blinn College will receive educational services from the City and the City will receive operational assistance at the Clinical Site under the following terms and conditions:

I. Definitions

- (A) "*Clinical Experience*": refers to the education of Blinn College VTHT students while at the Clinical Site.
- (B) "*Faculty*": refers to the VTHT faculty member who is assigned to monitor the student's clinical experience at the Clinical Site.
- (C) "*Clinical Site*": refers to the City of Bryan's Bryan Animal Center, located at 2207 Finfeather Road.
- (D) "*Director*": refers to the Director of the Blinn College Veterinary Technology Program.
- (E) "*Program*": refers to the Blinn College Veterinary Technology ("VTHT") Program.
- (F) "*Students*": refers to Blinn College VTHT student or students.
- (G) "*Clinical Site Supervisor*": refers to the City Manager or his or her designee.

II. General Provisions & Obligations of Both Parties.

- A. This Agreement shall be effective upon execution by both parties and will remain in full force for five (5) years, unless sooner terminated, in writing, by either party pursuant to the terms of this

Agreement. Prior to expiration of the first term of this Agreement, the Director and the City Manager may agree to extend this Agreement for an additional five (5) year term. Either party may terminate this Agreement without cause or penalty by providing ninety (90) days written notice to the other party, provided that termination shall not become effective until the end of the then current semester. Any termination of this Agreement shall not relieve either party from completing obligations in progress prior to the effective date of the termination. If either Party exercises this option, the Parties agree to make reasonable efforts so that students already in training status will be allowed to complete their rotation or activity. Students must complete their rotation prior to termination of this Agreement. Either party may terminate this Agreement for cause, without penalty, by providing thirty (30) days written notice to the other party. This Agreement is subject to annual appropriation and the continued operation of the Clinical Site. In the event that the City ceases operation of the Clinical Site, or outsources same, this Agreement shall terminate.

B. All parties will maintain the confidentiality of client, patient, and City personnel information gained during the clinical experience in accordance with the Texas Board of Veterinary Medical Examiners ("TBVME") Rules of Professional Conduct, the Veterinary Licensing Act, and other applicable laws and policies related to confidentiality and sharing of information. Further, Blinn will inform its students of the duty of confidentiality as an integral part of the clinical experience and will strictly enforce this policy. Notwithstanding the foregoing, the parties are subject to the Texas Public Information Act and may retain or release information in accordance with the provisions of the Act.

C. Under the Family Education Rights & Privacy Act ("FERPA"), the City and its employees and agents have a legitimate education interest in receiving access to personally identifiable information about the Blinn College students in the program when needed to perform obligations under this Agreement. The City shall take reasonable steps to ensure that its employees and agents maintain the confidentiality of all student information obtained during the clinical experience.

D. Each party will perform its obligations consistent with all applicable laws, rules, and regulations.

E. The parties are both political subdivisions of the State of Texas and do not waive or relinquish any immunity or defense on behalf of themselves, their governing bodies, trustees, officers, administrators, employees, agents, or students as a result of the performance of obligations under this Agreement. The parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, or liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the activity being conducted under this Agreement.

F. The Clinical Site Supervisor and the Director, or their respective designees, will be responsible for the implementation of this Agreement and shall cooperate in good faith to attempt to resolve concerns that may arise.

III. General Provisions & Obligations of the City

The City agrees to the following terms and conditions:

A. The City will grant faculty and students access to its facilities as are reasonably approved by the Clinical Site Supervisor consistent with the purposes of this Agreement. The City agrees not to discriminate against Blinn College students on the basis of their race, color, religion, sex, age, economic status, national origin, disability, or other bases prohibited by law.

B. The Clinical Site Supervisor will:

- provide access, direction, equipment, and materials for the clinical experience;
- confer with faculty on scheduling of clinical experiences, as well as any problems that may arise, including but not limited to deficiencies in students' skills, professional behavior, or conduct;
- identify which animals are to be evaluated and/or treated as a part of the clinical experience as well as identifying which animals are in redemption or quarantine periods and therefore not part of the experience.

C. The number of students granted access to the Clinical Site shall be mutually agreed upon the parties prior to the beginning of the semester. The City may place reasonable limits on the number of students that participate each semester. The City acknowledges that the Program experiences fluctuating numbers of students over the course of time and that there may be occasions where it receives fewer students than it received the previous year, including receiving no students in some years. The parties agree that no changes in numbers should occur during the semester without offering an alternative clinical experience for involved students.

D. The City will provide the students and Faculty with an orientation to its facilities, policies and procedures prior to the beginning of the clinical experience, including providing information regarding security and safety protocols.

E. The parties recognize the risky nature of veterinary medicine. The City will comply with industry standards for providing a safe working environment and Blinn's Faculty will comply with industry standards regarding safety while overseeing the clinical experience while at the Clinical Site. In the event that a student is injured, the parties will assist in obtaining emergency medical care, but neither the City nor Blinn College are financially responsible for the payment of such expenses. Students shall be billed directly. The City will notify the Director and/or Faculty member by phone and/or email of a student's injury.

F. Blinn Faculty will be primarily responsible for students under their supervision while on the Clinical Site. However, in the event that any student's health, conduct, or patient care is considered by the Clinical Site Supervisor to have a detrimental effect on the Clinical Site, its patients, clients, or personnel, the City reserves the right to remove the student from the Clinical Site. When practical and prudent, the City will take reasonable steps to inform the Faculty member or Director or designee prior to such removal and allow time for them to take appropriate action reasonably necessary to address the City's concern. The City reserves the right to remove students or faculty without notice under this paragraph. The City agrees to exercise such a right in good faith and shall provide to the Director or Faculty member a written report, with reasonable detail, concerning the incident and the reasons for the removal within seven (7) calendar days of same.

G. The ultimate responsibility for patient care remains with the City and its personnel, whether or not students are present. Students will not replace City personnel nor provide services to clients apart from its educational value and are not considered employees of the City. The City is not responsible for wages, social security taxes, hospitalization insurance, or workers' compensation for the students.

IV. General Provisions & Obligations of Blinn College

Blinn College agrees to the following terms and conditions:

A. Blinn College will assign a VTHH Faculty member who will:

- Determine the number of students to participate in clinical experiences in coordination with the Clinical Site Supervisor; individual students will be assigned by the Faculty member;

- Furnish and verify a schedule to include dates and times of the students' clinical experience, in consultation with the Clinical Site Supervisor;
- Direct, supervise, and monitor students' progress during the clinical experience; and
- Assess the students' progress and assign grades pursuant to Blinn College's standards.

B. Blinn College will confer with the Clinical Site Supervisor regarding the essential and recommended skills that the student is expected to satisfactorily perform during the clinical experience and seek input from the Clinical Site Supervisor to identify and correct deficiencies in student skills or professional behavior and conduct.

C. Blinn College will take reasonable action to ensure that student access to the Clinical Site facilities does not jeopardize the operation of the Clinical Site or the well-being of its personnel, and patients/clients. In the event that any student's health, conduct, or patient care is determined to be detrimental to the Clinical Site, its patients, clients, or personnel, the Faculty member or the Director will take appropriate action regarding the student, which may include removal, temporarily or permanently, from the Clinical Site or dismissal from the course or Program.

D. Blinn College reserves the right to remove a student from a Clinical Site for reasons including, but not limited to:

- Failure of the City to provide a safe working environment for the student;
- Failure of the Clinical Site Supervisor to provide appropriate oversight, instruction, and assessment of the student;
- Engagement in unlawful or negligent acts by the Clinical Site and/or its personnel;
- Actions on the part of the student that are unlawful or negligent and/or that pose a threat or detriment to themselves, the Clinical Site, its patients, clients, or personnel;
- Failure of the student to abide by the policies and procedures set forth in the Blinn College Student Handbook and/or the Blinn College Veterinary Technology Student Handbook.

E. Blinn College will provide general liability coverage with qualified insurers for its faculty and students participating in the clinical experience in amounts not less than \$1,000,000/\$3,000,000. Cost of general liability insurance is included in each student's registration fee; a copy of the liability insurance policy will be available to the City. The City shall be named as an additional insured on the policy.

F. Blinn College will inform Program students that they are financially responsible for their personal health care/hospitalization insurance and/or medical costs incurred while participating in the Program. Blinn College will require its students to execute an appropriate release of liability, waiver, and hold harmless agreement on a form approved by the City before commencement of the clinical experience. A signed copy of same must be provided to the City before a student is permitted to begin the clinical experience. It is understood that a Bryan Animal Center Volunteer Waiver and Hold Harmless Agreement is sufficient.

G. Blinn College will require that students provide documentation establishing that the students are current on their rabies and tetanus vaccinations. Proof of vaccinations will be available to the Clinical Site upon request.

V. General Terms

A. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to choice of law or conflicts of law provisions. Venue for any suit involving this Agreement shall be in Brazos County.

B. If any part of the Agreement is found to be invalid, that part of the Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provision of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.

C. A waiver by either Party or the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.

D. Any notice required or permitted under this Agreement shall be considered effective as of the date set by certified mail, return receipt requested, as follows:

Blinn College – Veterinary Technology Program
PO Box 6030
Bryan, TX 77802

City of Bryan
P.O. Box 1000
Bryan, TX 77805

Bryan Animal Center
2207 Finfeather Rd.
Bryan, TX, 77801

E. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.

F. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.

G. This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this agreement.

H. This is the entire Agreement between the Parties and supersedes all prior agreements, proposals, or understanding, whether written or oral.

