

**INTERLOCAL AGREEMENT BETWEEN  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
AUSTIN-TRAVIS COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT  
PROGRAM AGREEMENT**

This Interlocal Agreement ("Agreement") is entered into by the Emergency Medical Services Department of the City of Austin's ("City"), a Texas home-rule municipality and the Austin Independent School District ("AISD"), hereinafter collectively referred to as the "Parties," pursuant to Chapter 791 of the Texas Government Code, the Inter-local Cooperation Act.

WHEREAS, Austin continues to experience personnel shortages in Emergency Medical Services and,

WHEREAS, the Parties wish to jointly address this shortage, and concurrently provide educational opportunities to students of AISD, by providing training for high school students who are interested in emergency services, and

WHEREAS, the Parties have previously contracted for collaborative classroom instruction in certain AISD high schools, and wish to continue such collaboration,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the undersigned Parties agree as follows:

1. Purpose for Agreement. AISD and City agree to continue an Emergency Medical Technician Program ("Program") at Akins High School which began in 2008. The purpose of this Program is to help produce students who, upon reaching age 18, will be eligible to test for the Texas Department of State Health Services (TDSHS) Emergency Medical Technician - B certification.

This cooperative relationship will require regular consultation between the Parties and ongoing evaluation of activities and outcomes. AISD and City will facilitate and coordinate the provision of resources to the Program. The implementation of the Program will require a high level of coordination between AISD and City, and the Parties agree to work together, jointly and cooperatively, to achieve this common goal

2. Responsibilities of AISD. The parties agree that the Program will continue to be conducted at Akins for the 2011-2012 school year. AISD agrees to:

- a) Provide classroom facilities for a minimum of 25 students and 2 instructors including instructional equipment, such as computers, projectors, television, DVD/VCR equipment, access to a copy machine and supplies;
- b) Provide appropriate curriculum materials for the program to meet TDSHS standards;
- c) Provide secure storage space at each school for City training equipment and supplies,
- d) Make space available for the instructor to prepare material for class, review homework and exams after class and meet with students individually to review performance as needed,

- e) Provide an AISD teacher who will be present in each class and who will be responsible for grading the students for AISD purposes, and
- f) Provide training sessions to the City instructor regarding AISD policies and applicable laws that the instructors must follow.

3. Responsibilities of the City. The City will provide instructors and equipment to assist AISD in its implementation of the Program at Akins High School. The City agrees to:

- a) Provide an appropriately qualified primary instructor, guest and skill instructors and a program coordinator for the delivery of the Emergency Medical Technician Program;
- b) Provide all medical training equipment, including personal protective equipment, simulators, medical aids, lab coats and any additional props required to support the specific curriculum;
- c) Conduct classes in accordance with the AISD policies and procedures for which instruction has been provided by AISD, and all applicable federal, state, and local laws, as referenced in Section 2 - above;
- d) Grade the students for possible testing by TDSHS, based on City grading criteria and keep student and instruction records as required by TSDHS for EMT – B instruction, and
- e) Provide funding, in an amount not to exceed \$70.00 per student, to AISD to pay for the National Registry EMT-Basic exam for any student that successfully completes the program.

4. Primary Contacts. The Parties will designate individuals, as indicated below, to serve as primary contacts for this Agreement, and these individuals shall be responsible for coordinating the development of processes, schedules and procedures to implement the Program and resolve conflicts that may arise under this Agreement.

For AISD:

Annette Gregory,  
Executive Director  
College & Career Preparatory Programs  
1111 West Sixth Street  
Austin, TX 78703  
512-414-9820

For City:

Ernesto Rodriguez, Director  
City of Austin EMS Department  
15 Waller, RBJ Building, Second Floor  
Austin, TX 78767

With Copy To:

Teresa Gardner, Assistant Director  
City of Austin EMS Department  
4201 Ed Bluestein Dr.  
Austin, TX 78721  
Phone: 512-978-0100

5. Term. This Agreement shall become effective as of October 1, 2011, for an initial period of one (1) year, unless sooner terminated as set forth in this Agreement. The parties may agree to renew the Agreement for up to 2 additional one-year terms, and any such renewal shall be in writing and signed by both parties.

6. Effects of Agreement. This Agreement is not intended to confer any rights upon any private person, including any AISD student or employee, nor does it require or authorize expenditure or reimbursement of any funds by either party except as specified in Section 3e above. Nothing in this Agreement shall be interpreted as limiting, superseding, or otherwise affecting any party's normal

operations or decisions in carrying out its statutory or regulatory duties. This Agreement does not limit or restrict AISD or City from participating in similar activities or agreements with other entities.

7. Termination by Agreement. In the event AISD and City shall mutually agree in writing, this Agreement may be terminated with or without cause on the terms and dates stipulated therein.

8. Unilateral Termination. Either party may terminate this Agreement, with or without cause, upon providing at least sixty (60) days prior written notice.

9. Effects of Termination. Upon termination of this Agreement, as hereinabove provided, neither party shall have any further obligations hereunder except for (1) obligations, if any, accruing prior to the date of termination, and (2) obligations, promises, or covenants contained herein that extend beyond the term of this Agreement, including, without limitation, confidentiality of student information.

10. Notices. Any notice given under this Agreement shall be considered effective three (3) days following deposit in the United States mail if mailed by certified mail, return receipt requested, to the address set forth in Section 4 above, or if hand-delivered to such address.

11. The Parties are independent contractors, and agree that nothing in this Agreement shall be construed to create a partnership or joint venture between them, nor shall this Agreement be construed to waive any immunity or defense that either party may have under law. If, either during the term of or after termination of this Agreement, either Party becomes aware of a claim, complaint or lawsuit (Claim") regarding the program or any student's participation, such Party agrees to provide written notice of such Claim to the other Party within seven (7) calendar days.

12. Effective Date. This Agreement shall become effective for a one-year term on October 1, 2011.

Signed on the date or dates indicated below by authorized representative of each part.

\_\_\_\_\_  
Mike McDonald, Assistant City Manager  
City of Austin

\_\_\_\_\_  
Mark Williams, President  
AISD Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Meria Carstarphen, Superintendent  
Austin ISD

\_\_\_\_\_  
Date