

INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT REGARDING THE DISTRICT'S LBJ FIRE ACADEMY

This Interlocal Agreement ("Agreement") is entered into by the City of Austin ("City"), a home-rule municipal corporation located in Travis County, Texas, and the Austin Independent School District, hereinafter collectively referred to as the "Parties," pursuant to Chapter 791 of the Texas Government Code.

This Agreement involves the City of Austin Fire Department (herein referred to as "AFD") and the Austin Independent School District's LBJ Fire Academy (herein referred to as "LBJFA"):

WHEREAS, LBJFA has a curriculum in Emergency Medical Service, and

WHEREAS, AISD will maintain an agreement with an EMS Coordinator during the period of the AFD apparatus ride-outs, and

WHEREAS, emergency medical patient contact is a required and integral component of the LBJFA curricula of Emergency Medical Service, and

WHEREAS, the AISD desires the cooperation of AFD in the development and implementation of the fire apparatus ride-out phase of the curricula and,

WHEREAS, AFD participation will enhance the education of students in the LBJFA Emergency Medical Service program;

NOW THEREFORE, in consideration of the mutual agreements set forth herein, AISD and AFD will cooperate as described herewith.

I. The Parties mutually agree:

a. To establish the educational objectives for the fire apparatus ride-out phase, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical practice.

b. To make no distinction among students covered by this Agreement, on the basis of race, color, sex, creed, age, disability or national origin. For the purpose of this Agreement, distinctions on the grounds of race, color, sex, creed, age, disability or national origin include but are not limited to the following: Denying a student any service or benefit or availability of a facility; providing any service or benefit to a student which is different, or is provided in a different manner or at a different time from that provided to other students under this agreement, subjecting a student to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any services or benefit, treating a student or potential student differently from

others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement, or condition which individuals must meet in order to be provided any service or benefit.

c. To comply with all applicable provisions of the Family Educational and Privacy rights Act 20 USC 1232g.

d. Have in place and abide by a policy prohibiting sexual harassment.

II. AISD agrees:

a. To notify AFD, at a time mutually agreed upon, of its planned schedule of student assignment, including the names of students, and length and dates of the fire apparatus ride-outs.

b. To establish and maintain on-going communication with a designated person of AFD concerning items pertinent to the particular discipline.

c. To advise the assigned students of the responsibility for complying with the existing rules and regulations of AFD,

d. To instruct LBJFA students that all patient contact must be under the direct supervision of a system certified provider and that all interventions will be in compliance with the Austin Travis County Clinical Operating Guidelines.

e. That LBJFA will keep and maintain records of the students' participation in the program including their rotation, attendance and proficiency,

f. That AFD retains the ultimate responsibility for patient care.

g. That AISD assumes all responsibility for equipment that is broken or damaged by any of its students.

h. That AISD will ensure its students observe the confidentiality of records, treatment, and/or therapy that is in any way related to the training provided by AFD.

III. AFD Agrees to:

a. Determine the number of students that it can accommodate during a given period of time,

b. Provide physical facilities and equipment necessary to conduct the fire apparatus ride-outs,

c. Provide the assigned student and faculty with a copy of the AFD existing pertinent rules and regulations that the student is expected to comply with,

d. Designate a liaison person who will maintain ongoing communication with the LBJFA EMT Ride-Out Program manager.

e. In all cases, to comply with all federal, state and local laws applicable to this Agreement.

IV. Specific Rights & Responsibilities of AFD:

a. AFD reserves the right to deny participation to any student of LBJFA.

b. AFD will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the facility, the provision of treatment, and/or the care of patients.

V. Notice:

Any notice given hereunder must be in writing, and may be given by personal delivery or by certified mail, return receipt requested, at the addresses of the Parties indicated below:

City of Austin:

City Attorney
P. O. Box 1546
Austin, Texas 78767-1546
Facsimile address: 512-974-2894

AIISD:

Annette Gregory
Director of Career and Technical Education
Programs
Austin Independent School District
1111 W. 6th Street
Austin, Texas 78703
Facsimile address: 512-414-1506

VI. Terms of Agreement:

a. This Agreement shall be evaluated and reviewed annually by AISD and AFD for the purpose of making any agreed revisions that may be deemed advisable or necessary.

b. If either Party desires to terminate this Agreement, it may do so by written notice delivered to the other party. Termination shall be effective at the end of the semester during which notice is given. AFD shall not be required to provide its facilities for clinical practice or rotations for students who enroll in the LBJFA program subsequent to the date of the notice of termination; those students already assigned to receive clinical practice at the AFD shall have the opportunity to fully complete the course of study that is in progress.

c. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties, including, but not limited to any Faculty or Students of the Institution, or any persons other than the parties hereto.

d. The term of this Agreement is from first date all required signatures are obtained for one calendar year. This Agreement shall automatically renew for up to four successive one (1) year terms thereafter unless either party gives notice of non-renewal to the other party not less than ninety (90) days prior to agreement expiration.

e. Waiver: AISD hereby waives any claims against the City of Austin, its agents and employees for any damages resulting from the training provided to students of LBJFA.

f. Indemnity: To the extent allowed by law, AISD hereby agrees to and does hereby indemnify and hold harmless the City of Austin, its officers, agents and employees from all damages, expenses, suits, actions, administrative fines, sanctions and claims of every kind and character whatsoever, in any manner arising out of this agreement or the performance of the terms agreed to by AISD. It is the intention of AISD to absolve the City of Austin, its officers, agents, and employees from any liability concerning this matter arising from any third parties or anyone claiming through AISD, its officers, agents, employees, or students.

EXECUTED on the date or dates indicated below.

City of Austin:

Michael C. McDonald
Deputy City Manager

Date

Austin Independent School District:

Mark Williams, President
AISD Board of Trustees

Date

Dr. Meria Carstarphen, Superintendent
AISD

Date

APPROVED AS TO FORM:

By: _____
Michael L. Cronig
Assistant City Attorney
City of Austin
Law Department