

City Manager Marc A. Ott,

I have reviewed this contract and it meets with my complete approval.

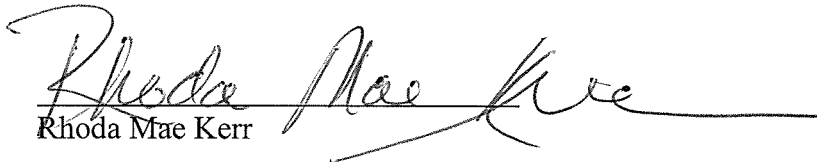
This is similar to the previous contract we entered into with AISD to manage the LBJ Fire Academy. The difference is that we are reducing our commitment to provide instructors, a coordinator, and equipment. AISD has bought equipment and hired several instructors. This will be the last school year we will provide instructors (4a).

The Austin Fire Department is agreeing to allow AISD access to our training facility for a fee (4b and 4c). A copy of the fees charged is provided.

All costs associated with this program are built into the Austin Fire Department's Education Services section budget

There are two copies of this contract for your signature.

Thank you,


Rhoda Mae Kerr

**INTERLOCAL AGREEMENT
BETWEEN
AUSTIN INDEPENDENT SCHOOL DISTRICT
AND
AUSTIN FIRE DEPARTMENT
PROGRAM AGREEMENT**

This Interlocal Agreement ("Agreement"), entered into by the Austin Fire Department ("AFD") 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, the Parties propose to establish an agreement to jointly provide economic opportunities to residents of AISD, by providing training for high school students;

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

1. Purpose for Agreement. AISD and AFD agree to act as partners to continue a Fire Technology Program ("Program") at Lyndon Baines Johnson High School ("LBJ"), in order to produce students who upon reaching age 18 will be eligible to test for Texas Commission on Fire Protection (TCFP) firefighter certification and/or Texas Department of State Health Services (TDSHS) Emergency Medical Technician - B certification. It is the intent of this Agreement to build upon the positive and cooperative relationship between the Parties. This cooperative relationship will require regular consultation between the Parties and ongoing evaluation of activities and outcomes.

2. Partnership. As partners, AISD and AFD will facilitate and coordinate the provision of resources to the Program at LBJ. The implementation of the Program at LBJ will require a high level of coordination between AISD and AFD. The Parties therefore agree to work together, jointly and cooperatively, to achieve this common goal.

3. Responsibilities of AISD. AISD will continue the Program for students at LBJ. In doing so, AISD will:

- a) Provide a lead instructor and mentors, as needed, for the first year students;
- b) Provide classroom facilities for a minimum of 25 students and 1 instructor including instructional equipment, such as computers, projectors, television, DVD/VCR equipment;
- c) Provide appropriate curriculum materials for the program to meet TCFP and TDSHS standards;
- d) Provide appropriate curriculum required equipment for the program to meet TCFP and TDSHS standards;
- e) Provide student transportation support for Saturday skill training sessions at AFD facilities;

- f) Provide funds for student TCFP & TDSHS certifications;
- g) Provide funds for rental of an AFD fire engine and a driver; and
- h) Provide funds for rental of AFD facilities.

4. Responsibilities of AFD. AFD will:

- a) For 2011-12 only: Provide appropriately qualified instructors for the second year students for the delivery of the Fire Technology and Emergency Medical Technician program;
- b) Collaborate with AISD to provide access to the AFD Fire Training Academy and additional sites, as needed, once a month on Saturdays for a fee in accordance with the fee schedule established by the City Council; and
- c) Collaborate with AISD to provide access to a fire engine and driver for a fee in accordance with the fee schedule established by the City Council.

5. Primary Contacts. The Parties will designate individuals, as indicated below, to serve as primary contacts for this partnership, and to participate in the development and implementation of processes to facilitate this Agreement, and to enhance communication among the Parties regarding all aspects of the partnership.

For AISD:

Annette Gregory, Ex. Director
College & Career Preparatory Programs
1111 W. 6th Street
Austin, TX 78703
512-414-9820

For AFD:

Doug Fowler, Assistant Chief
Austin Fire Department
4201 Ed Bluestein Blvd.
Austin, TX 78721
512-974-0134

6. Term. This Agreement shall become effective as of the Effective Date for an initial period of one (1) year and shall automatically renew under identical terms and conditions for one (1) year periods, unless sooner terminated as 'set forth in this Agreement.

7. Effects of Agreement. This Agreement is not intended to confer any rights upon any private person, nor does it, itself, authorize expenditure or reimbursement of any funds. 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 AFD from participating in similar activities or agreements with other entities.

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

9. Unilateral Termination. In the event either parry, at any time, gives to the other at least sixty (60) days prior written notice of intention to terminate, with or without cause, this Agreement shall terminate: (a) at the end of sixty (60) days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever occurs last.

10. Effects of Termination. Upon termination of this Agreement, as hereinabove provided, neither party shall have any further obligations hereunder except for (1) obligations 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.


11. 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 5 above, or if hand-delivered to such address

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

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

Marc Ott, City Manager
City of Austin


Date



Mark Williams, President
Austin ISD Board of Trustees

8/22/11

Date



Dr. Meria Carstarphen, Superintendent
Austin ISD

9/28/11

Date