

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN  
AND THE HAYS COUNTY ESD #5/KYLE FIRE DEPARTMENT  
REGARDING THE AUSTIN INDEPENDENT SCHOOL 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 Hays County ESD #5/Kyle Fire Department, an Emergency Service District located in Hays County, Texas, 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 Kyle Fire Department (herein referred to as "KFD") on behalf of the Austin Independent School District's LBJ Fire Academy (herein referred to as "LBJFA"):

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

WHEREAS, by written agreement, the KFP is the Emergency Medical Service Coordinator for the LBJFA, and

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

WHEREAS, the KFD 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, the KFD and the 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. The KFD agrees:**

a. To notify the 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 the 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 the 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 the AFD retains the ultimate responsibility for patient care.

g. Maintain in force a policy of professional liability insurance for students and faculty with limits of one million (\$1,000,000.00) for each individual occurrence and three million (\$3,000,000.00) aggregate damage and adding The City of Austin, Texas as another named insured. Provide said certificate of Insurance to the AFD.

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

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

### **III. The AFD Agrees to:**

- a. Determine the number of students which 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 the AFD:**

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

Hays County ESD #5/Kyle Fire Department  
Craig Kolls, Program Coordinator  
Kyle Fire Department  
210 West Moore Street  
Kyle, Texas 78640  
Facsimile address: 512-268-6162

## **VI. Terms of Agreement**

a. This Agreement shall be evaluated and reviewed annually by the KFD and the 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. The 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: The Hays County ESD #5/Kyle Fire Department 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, the Hays County ESD #5/Kyle Fire Department 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 the Hays County ESD #5/Kyle Fire Department . It is the intention of the Hays County ESD #5/Kyle Fire Department 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 the Hays County ESD #5/Kyle Fire Department , its officers, agents, employees, or students.

EXECUTED on the date or dates indicated below.

**Hays County ESD #5/Kyle Fire Department:**

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Craig Kolls – Program Coordinator  
Kyle Fire Department

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Date

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Glenn Whitaker – KFD Fire Chief

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Date

**City of Austin:**

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Michael C. McDonald  
Deputy City Manager

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Date