

**INTERLOCAL AGREEMENT
EMERGENCY MEDICAL TECHNICIAN/PARAMEDIC
CLINICAL AMBULANCE TRAINING ROTATION**

STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS INTERLOCAL AGREEMENT, entered into on this 29TH day of JULY 2019 by and between the City of Georgetown, Texas, a municipal corporation, hereinafter "GFD" and Travis County Emergency Services District #2, Pflugerville Texas, hereinafter "TCESD #2" by and through their respective duly authorized representatives, and acting herein under the authority and pursuant to the terms of the Texas Government Code Section 791.001 et. seq. known as the "Interlocal Cooperation Act."

**PART 1
GENERAL PROVISIONS**

A. Limited Number of Trainees

This agreement shall be applicable for no more than one (1) trainee per shift per training station for both Emergency Medical Technician and Paramedic trainees, being the equivalent of one (1) trainee per ambulance at any one time.

B. Volunteer Status

It is understood and agreed that trainees are student volunteers. No benefits, compensations, or coverage by the City of Georgetown shall be applicable to trainees as student volunteers, unless a trainee is also an employee of the City of Georgetown. .

C. No Detraction from Duties

Affiliation under this agreement shall not be allowed to detract from the municipal duties of Georgetown Fire Department or from the education and training needs of Georgetown Fire Department personnel.

D. No Fees or Payments

There shall be no payment of charges or fees between the parties to this agreement, and there shall be no payment of compensation by the City of Georgetown to the trainees.

E. Term

This agreement shall terminate May 31, 2022, provided that it shall automatically renew annually year to year unless otherwise terminated pursuant to the terms of this Agreement.

F. Nondiscrimination

Selection for this training will be made without regard to race, sex, color, religion, creed, national origin, lawful political or other affiliation, marital status, age (other than legal minimum age limitations), or physical handicap. Handicapped persons will not be provided benefits, services, or training that is different or separate from what is provided to others unless such action is required to provide equity. A qualified handicapped person will not otherwise be limited in the enjoyment of any right privilege, advantage, or opportunity granted to others receiving the training and benefits of this agreement.

G. Termination

Either party may terminate this agreement by giving 30 days advance written notice of the effective date of termination. Except under unusual conditions, the notice will be given before the beginning of a training period. It is expressly understood that GFD may terminate or modify these arrangements at any time without notice to meet the municipal duties of GFD.

**PART 2
RESPONSIBILITIES OF GFD**

Insofar as the Fire Chief of GFD finds it consistent with his duties as Fire Chief, GFD agrees it will:

- A.** Screen prospective trainees to ascertain their qualifications and suitability and arrange for their appointment as student volunteers.
- B.** Coordinate with TCESD#2 to prevent conflict of schedules and activities during the clinical learning experience, and designate an appropriate point of contact for this purpose. This coordination involves:
 - (1) Planning with representatives of TCESD#2.
 - (2) Orienting trainees and assigning them to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted by GFD.
- C.** Notify TCESD#2 of any intent to release a student from clinical training for cause.

**PART 3
RESPONSIBILITIES OF TCESD#2**

TCESD#2 agrees that it will:

- A.** Provide the names of the trainees eligible to be appointed, the dates, and hours for which training is requested, and the clinical activities in which training is requested.
- B.** Provide signed Trainee Releases for all Trainees not also employees of the City of Georgetown in the form attached hereto as Exhibit A.
- C.** Permit trainees to accept appointment as student volunteers for the purpose of participating in clinical learning experiences, and provide such personal information on trainees as is necessary; verify that they meet the minimum age requirements of 18 years of age and, on request, certify that they are enrolled TCESD #2's program; and ensure that trainees are available for completion of the appointment process before the training period begins.
- D.** Notify GFD of any change in the enrollment status of any trainee.
- E.** Designate an appropriate point of contact to coordinate trainee activities under this agreement.
- F.** Provide and maintain the personnel records and reports necessary to document the trainee's clinical learning experience for the purpose of academic credit.
- G.** Advise trainees that GFD rules and regulations apply to their activities as student volunteers and assist in the enforcement of such rules and regulations governing trainees as issued by GFD.

- H.** Assist in enforcing the probation against the publication by trainees of any material related to the clinical learning experience that has not been reviewed and cleared by GFD to assure that:
- (1) No classified information is published
 - (2) Infringement of patient rights to privacy is avoided.
 - (3) GFD procedures are completely accurate.
- I.** Withdraw a trainee from participation in the clinical learning experience upon written notice by GFD.
- J.** Be responsible for such health and other medical examinations and protective measures as the Fire Chief of GFD deems necessary.
- K.** Ensures that trainees have appropriate vaccinations to include MMR, Polio, TD and have either completed a three injection series for Hepatitis B or have signed a refusal. In addition, TCESD#2 must insure that the trainee has demonstrated a sufficient history or titer protection against Varicella (Chicken Pox) or current proof of immunization.
- L.** Provide proof of negative TB skin test within the last six (6) months.
- M.** Indemnify, defend, and hold harmless to the extent allowed by law, the City of Georgetown, its officers, agents, and employees, from any and all liability, claim, cause of action, and cost, including attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by the act of TCESD#2, its officers, agents, employees, or student volunteer trainees in the execution or performance of this agreement.

**PART 4
ENTIRE AGREEMENT**

This agreement shall take the place of and superseded any previous agreements. It shall only be amended in writing and signed by both parties.

**TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT #2**


Ron Moellenberg, Fire Chief
TCESD #2

Date: 07-25-2019

CITY OF GEORGETOWN

John Sullivan, Fire Chief
City of Georgetown

Date: _____

Dale Ross, Mayor
City of Georgetown

Date: _____

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

Exhibit A

Trainee Agreement and Release

Trainee is enrolled in a course of study at Travis County Emergency Services District #2, Pflugerville, Texas (TCESD#2) designed to enable Trainee to become a licensed/certified Emergency Medical Technician, Emergency Medical Technician Paramedic. As part of the curriculum, Trainee is participating in a Clinical Ambulance Training Rotation, which is offered through the City of Georgetown ("City").

Trainee has asked to participate in Clinical Ambulance Training Rotation knowing that participation will require Trainee to accompany City personnel in dangerous and potentially life-threatening situations. Trainee realizes that City could not, and would not, allow Trainee to accompany its personnel without his/her agreement to: (i) release the City from any and all claims for injury or death which may result from Trainee's participation in the program; (ii) assume the risk of death or injury associated with the Clinical Ambulance Training Rotation; (iii) agree to read, understand and follow City's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and (v) follow the instruction/direction of City personnel with respect to patient care, demeanor, safety, use of personal protective devices, etc.

Trainee understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Clinical Ambulance Training Rotation. Trainee hereby represents that he or she **AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY**. These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/or sprains to one and/or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of emergencies including assault and battery.

In consideration of City's agreement to provide the Clinical Ambulance Training Rotation to Trainee, Trainee agrees to release and forever discharge City and its agents, Trainees affiliates, parent corporation, successors and assigns of and from all claims, demands, suits, injuries or damages of any kind arising in any way out of the participation in this program.

Trainee further agrees to: (i) follow City's policies, procedures and work rules; (ii) follow City's instruction and direction with respect to patient care, safety, personal protection; and, abide by City rules and direction. Trainee understands that failure to follow the City's direction may result, in City's sole discretion, in his/her expulsion from the Clinical Ambulance Training Rotation program.

The relationship of field internship Trainee and City is that of an intern being provided an educational experience by City and such activity shall in no way be construed as creating any other relationship including an employment relationship. The Trainee shall receive no compensation from City for activities during the internship.

The Trainee will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

Trainee certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By Signing this Document You Acknowledge That You Have Been Advised That There Are Risks

Inherent in this Type of Activity and Have Decided to Assume That Risk and Release Travis Count Emergency Services District #2 and the City of Georgetown of and from All Liability. You Agree to Release Travis Count Emergency Services District #2 and the City of Georgetown from Any Claims Associated with the Event and That You, Not Travis Count Emergency Services District #2 and the City of Georgetown, Are Assuming Complete and Total Responsibility for and Any and All Injuries, Damages or Losses That You May Suffer as a Result of Participating in the Clinical Ambulance Training Rotation Program.

I agree to all terms set forth above.

Dated: _____

Signature of Trainee: _____

Print Name: _____