

INTERLOCAL AGREEMENT
EMERGENCY MEDICAL TECHNICIAN/PARAMEDIC
CLINICAL AMBULANCE TRAINING ROTATION

STATE OF TEXAS

COUNTY OF BELL

THIS CONTRACT AND AGREEMENT (“Agreement”), entered into on this 1st day of January, 2026 (“Effective date”) by and between the City of Killeen, Texas, a municipal corporation (“City”), for the Killeen Fire Department (“KFD”), and Temple College (“TC”), Temple, Texas by and through their respective duly authorized Assistant City Manager, and Vice President, Administrative Services, TC acting herein under the authority and pursuant to the terms of the Texas Government Code, Section 791.00 *et seq.*, know 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, some of which are employees of the City. No benefits, compensation, or coverage by the City shall be applicable to trainees as student volunteers, unless they are employees of the City attending class or riding out during clinical rotations while on their scheduled duty.

C. No Detraction from Duties

Affiliation under this Agreement shall not be allowed to detract from the municipal duties of KFD or from the education and training needs of KFD 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 to the trainees.

E. Term

This Agreement shall terminate one year from the effective date, provided that it shall automatically renew annually from year to year.

F. Termination

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

G. Nondiscrimination

Selection for this training will comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title II of the Older Americans Amendments of 1975, the Americans with Disabilities Act of 1993, Health Insurance Portability and Accountability Act of 1996, and all related regulations, and as any of the foregoing have been amended, and assures that it does not and will not be made without regard to race, sex, color, religion, creed, national origin, lawful political or other affiliation, marital status, age (other than the legal minimum or maximum age limitations), or physical handicap.

H. Student Conduct

1. While on rotation assignment, or on the premises of any KFD property, students will be subject to the policies, procedures, rules, and regulations of KFD. Students will be subject to discipline as provided in KFD policies and procedures; where the policies and procedures allow for any amount of suspension, KFD can dismiss a student immediately from the clinical site in KFD's sole, absolute, and unreviewable discretion with or without any procedural hearings or notification.
2. KFD will report any discipline of a student to TC for TC review and possible action by TC.

PART 2 PARTY RESPONSIBILITIES

1. Mutual Party Responsibilities

- A. KFD and TC will evaluate the student's performance in mutual consultation and according to the guidelines outlined in the approved curriculum.
- B. Parties agree to comply with the Family and Educational Rights and Privacy Act of 1974 ("FERPA"). Student records, including evaluations, competencies, and

student reports, are protected under FERPA, and both Parties agree to protect educational records in accordance with FERPA and TC policy. To the extent permitted by law, nothing herein shall be construed as precluding either party from releasing such information to the other party so that each part can perform its respective responsibilities.

2. KFD Responsibilities

Insofar as the Fire Chief of KFD finds it consistent with the duties of the Fire Chief, KFD agrees:

- A. KFD will hold educational records in strict confidence and will not use or disclose the educational records except as permitted by this agreement, as required by law, or otherwise authorized by TC in writing.
- B. Review prospective trainees to ascertain their qualifications and suitability, arranging for student volunteer appointments.
- C. Coordinate with TC to prevent conflict of schedules and activities during the clinical learning experience and designate an appropriate point of contact for this purpose.
- D. KFD will retain full responsibility for the care of patients.
- E. KFD will give students an orientation to the facilities and operations of KFD.
- F. KFD will ensure that students are supervised by KFD personnel approved by TC.
- G. KFD will oversee student activities while present in or on the property of KFD.
- H. KFD will maintain administrative and professional authority over students insofar as their presence affects the operation of KFD and direct or indirect care of patients.

3. TC responsibilities

- A. TC will designate an appropriate point of contact to coordinate trainee activities under this agreement.
- B. TC will assume overall responsibility for coordination with KFD for the assignment of student volunteers.
- C. TC will create published rotation schedules and provide the same to KFD.

- D. TC will screen prospective students to ascertain their qualifications and suitability for their appointment as student volunteers.
- E. TC will 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; verifying that they meet the minimum age requirements and certifying that they are enrolled in the TC programs; and ensure that students are available for completion of the appointment process before the training period begins.
- F. TC will promptly notify KFD of any change in the enrollment status of any student.
- G. Provide and maintain the personnel records and reports necessary to document the trainees' clinical learning experience for the purpose of academic credit.
- H. TC will advise trainees that KFD rules, regulations, policies, and procedures apply to them while they are in the clinical educational experience as student volunteers and assist in the enforcement of such rules, regulations, policies, and procedures.
- I. Withdraw a trainee from participation in the clinical experience upon notice by KFD.
- J. Ensure that trainees have appropriate vaccinations for participation in the clinical experience or have signed a written refusal to have such vaccinations that KFD requires the trainees to have completed.
- K. TC shall maintain in effect at all times professional liability insurance in the amounts of at least \$2,000,000 per occurrence and \$4,000,000 in the aggregate and shall provide KFD at least annually a certificate that verifies coverage is in effect.
- L. Indemnify, defend, and hold harmless to the extent permitted by law. KFD and the City, its officers, agents, and employees, from any and all liability, claim, cause of action, and cost, including all attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons and property, arising out of, or occasioned by the act of TC, its officers, agents, employees, or student volunteer trainees in the execution or performance of this agreement.

PART 3
PARTIES FURTHER AGREEMENTS

E. Amendments, modifications, or discharge.

No amendments, modifications, or discharge of this agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendments, modifications, or discharge of this agreement, and waiver is sought.

F. Survival of Certain Provisions

The termination or expiration of this Agreement shall not affect the continuing obligations of the parties under any provisions that by their nature are intended to survive, including but not limited to those relating to indemnification, governmental immunity, confidentiality, audit rights, records retention, and dispute resolution. Such provisions shall remain in full force and effect notwithstanding the termination or expiration of this Agreement.

G. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall remain in full force and effect, and such invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, unless such modification would defeat the essential purpose of the Agreement. The parties further agree to negotiate in good faith to replace any such provision with a valid and enforceable one that, as closely as possible, reflects the original intent of the parties.

H. Counterparts; Effect of Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted by facsimile or electronically (including via PDF or other image format) shall be deemed valid and binding to the same extent as original signatures.

SIGNATURES:

Date Signed: 11/17/2025

Glenn R. Graham Digitally signed by Glenn R. Graham
Date: 2025.11.17 09:05:43 -06'00'

Glenn Graham
Vice President, Administrative Services, Temple College

Date Signed: _____

Laurie Wilson
Assistant City Manager, Killeen, Tx.

ATTEST:

Date Signed: _____

Laura Calcote, City Secretary, Killeen Tx.

APPROVED AS TO FORM:

Date Signed: _____

Holli Clements, City Attorney, Killeen, Tx.

MEDICAL DIRECTOR ACKNOWLEDGMENT

I acknowledge that the Temple College EMS program will be sending students to Killeen Fire Department as part of the field experiences and field internship process.

Date Signed: _____

Dr. Christopher Colvin
Medical Director, Killeen Fire Department