

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF AUSTIN AND
AUSTIN COMMUNITY COLLEGE DISTRICT**

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 Community College District ("ACC"), a public institution of higher education, hereinafter collectively referred to as the "Parties," pursuant to Chapter 791 of the Texas Government Code.

WHEREAS, the Parties propose to establish an agreement whereby ACC will provide services to the City and to perform functions that are mutually beneficial to the contracting parties, and;

WHEREAS, the City provides instruction for Austin Fire Department ("AFD") cadets through a program of instruction ("Cadet Academy") that is consistent with the educational requirements of the Texas Commission on Fire Protection's ("TCFP") Basic Fire Suppression Curriculum Manual, ACC's Department of Continuing Education can award certificates for completion for courses within an advanced certification curriculum that reflects TCFP competencies and can convert the certificates to college credit hours within guidelines set by the college and;

WHEREAS, ACC's Fire Protection Technology Degree Program can grant additional college credit hours for completion of courses that reflect TCFP competencies, and;

WHEREAS, the City and ACC presently desire to establish a program whereby AFD employees can gain college credit for cadet and advanced firefighter training, and;

WHEREAS, ACC can facilitate the City's efforts to provide firefighters with higher education opportunities;

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

TERMS

1.0 Purpose

- 1.1 The purpose of this Agreement is to assist the City, acting by and through AFD, in the development and implementation of a training program that provides AFD employees with opportunities to pursue higher education and receive college credit for instruction completed.

2.0 Term

- 2.1 The term of this Agreement is from February 1, 2012 to August 31, 2013. The Agreement may renew annually for up to six (6) additional terms upon mutual consent.

3.0 Responsibilities of City

- 3.1 AFD shall provide instructors meeting the minimum qualification standards of ACC and the Texas Higher Education Coordinating Board and the Southern Association of College and Schools for designation by ACC as adjunct faculty.
- 3.2 AFD shall timely provide the information needed to enroll AFD employees into ACC's student system to ensure official enrollment in the Continuing Education department.
- 3.3 AFD employees shall be required to adhere to the same enrollment standards established for all Texas institutions of higher education. Employees that do not meet the ACC entrance standards by the completion of the Cadet Academy shall be given access to ACC resources to help them fulfill the entrance requirements. AFD employees shall not be eligible for ACC college credit until they meet the existing standards or requirements.
- 3.4 AFD shall pay the salaries, benefits and payroll taxes of AFD-provided instructors designated and serving as adjunct faculty under this Agreement. Courses shall be taught at AFD training facilities. AFD shall be responsible for classroom costs associated with the instruction of the courses.
- 3.5 AFD shall be responsible for all costs associated with the administration of the TCFP testing.

4.0 Responsibilities of ACC

- 4.1 ACC's Fire Protection Technology Program shall review and approve the curriculum for the courses to be taught by AFD instructors, maintain the related syllabi on file, and approve and maintain the instructor records associated with Cadet Academy and Advanced Certification coursework. ACC shall evaluate instructors during each class and provide evaluation results to AFD.
- 4.2 ACC shall not charge a fee to enroll AFD employees (1) undergoing Cadet Academy instruction as ACC Continuing Education students in the courses identified by the parties in Attachment I or (2) participating in AFD Advanced Certification and Professional Development instruction in the courses identified by the parties in Attachment II, as ACC Continuing Education students.

- 4.3 ACC shall provide grade rosters to the AFD instructors to track the progress of cadets under consideration for ACC course credit. The adjunct faculty shall document that AFD cadets under consideration for ACC course credit pass the sections of the cadet training that have been identified as coinciding with ACC courses.
- 4.4 Upon receipt of the grade rosters, ACC shall grant Continuing Education Certificates to AFD employees who a) have completed the enrollment process, b) passed the sections of the cadet training that have been identified as coinciding with the ACC Firefighter Certification Courses, and c) passed the TCFP certification test.
- 4.5 ACC agrees to convert certificates into equivalent college credit hours when an AFD employee has completed the requirements for establishing a college credit transcript. A letter grade, instead of pass/fail shall be posted on the ACC Continuing Education Transcript only. It is the intent of this Agreement that AFD employees shall be able to utilize courses completed under this Agreement to fulfill degree requirements for an Associate of Applied Science Degree in Fire Protection Technology.
- 4.6 ACC shall provide the curriculum through its Fire Protection Technology Program for the Fire Protection Systems course, maintain the syllabus on file, and approve and maintain the instructor records associated with the coursework. The Fire Protection Technology program will provide copies of all these documents to Continuing Education.
- 4.7 ACC shall be responsible for and shall pay the administrative costs associated with the matriculation of the AFD Cadets in the continuing education courses.
- 4.8 ACC shall remit to AFD twenty (20) percent of the state reimbursement received for student contact hours conducted under this Agreement in compensation for City costs related to educational and instructional expenses. Compensation will be based on the State's reimbursement schedule for public community colleges.
- 4.9 ACC shall provide the AFD biannually (every two years) with a written report on the total number of contact hours reported and amount of compensation received from the State of Texas for the Cadet Academie's conducted by AFD.

5.0 Confidentiality

- 5.1 The parties agree to maintain the confidentiality of records as may be required by federal or state laws. The parties also agree to promptly and timely consult with each other concerning requests for records or information shared by the parties. To the extent that a party is the sole owner of a record or document, disposition of a request shall be the responsibility of that party.

6.0 Conflicts of Interest

- 6.1 By signing this Agreement, ACC warrants and affirms that there are presently no conflicts of interest existing between its employees and City. Should such a conflict arise, ACC agrees that it shall immediately notify the City Attorney in writing of the conflict by facsimile transmission to discuss the conflict and its resolution. City shall have the final decision on resolution of any conflict.

7.0 Notice

- 7.1 Any notice given hereunder must be in writing, and may be given by facsimile, 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

ACC

President/CEO
Austin Community College District
5930 Middle Fiskville Rd.
Austin, Texas 78752
Facsimile address: 512-223-7185

8.0 Entire Agreement: Amendments

- 8.1 This Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all prior agreements between the parties regarding these matters. This Agreement may not be modified or amended except by written agreement executed by both parties. No pre-printed or similar terms on any of ACC's documents shall have any force or effect to change the terms, covenants, and conditions of the Agreement. The parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

9.0 Applicable Laws

- 9.1 This Agreement shall be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Travis County, Texas, and venue for any action arising hereunder shall be in Travis County, Texas.

10. Cooperation

- 10.1 City and ACC agree to cooperate with each other in good faith at all times in order to effectuate the purposes and intent of this Agreement.

11. Termination

- 11.1 Without Cause. The City shall have the right to terminate this Agreement, in whole or in part, without cause at any time upon thirty (30) days' prior written notice. Upon receipt of a notice of termination, ACC shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. Either party, without cause, may terminate this Agreement upon thirty (30) days written notice to the other party. It is understood that upon termination of this Agreement for any reason, ACC shall release to City all pertinent City files, related data or information belonging to city that it may have in it control or possession.
- 11.2 With Cause. In the event of a default by ACC, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) days after the date of such notice, unless ACC within such ten day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.
- 11.3 In the event of a default by AFD, Austin Community College shall have the right to terminate the Agreement for cause, by written notice effective ten (10) days after the date of such notice, unless AFD within such ten day period, cures such default, or provides evidence sufficient to prove to ACC's reasonable satisfaction that such default does not, in fact exist.

EXECUTED on the date or dates indicated below.

CITY OF AUSTIN, TEXAS

By: _____
Marc A. Ott, City Manager Date

AUSTIN COMMUNITY COLLEGE DISTRICT

By: _____
Richard M. Rhodes, Ph.D., President/CEO Date

ATTACHMENT I
(Academy Certification)

Continuing Education Courses*:

FIRS	1401	Firefighter Certification I	128 contact hours
FIRS	1407	Firefighter Certification II	144 contact hours
FIRS	1313	Firefighter Certification III	80 contact hours
FIRS	1423	Firefighter Certification V	80 contact hours
FIRS	1433	Firefighter Certification VII	64 contact hours

College Credit Course:

FIRT	1338	Fire Protection Systems	48 contact hours
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*Continuing education courses may be converted to college credit after successful completion of the Cadet Academy. It is incumbent upon each cadet to initiate the conversion process with ACC.

ATTACHMENT II

AFD Advanced Certification & Professional Development Continuing Education courses, supported online, via Blackboard:

Courses eligible for conversion to college credit.		Courses not eligible for conversion to college credit.
Continuing Education Course Number/Rubric	<i>Converts To: College Credit Course</i>	Continuing Education Course Number/Rubric
FIRT 2005 <i><u>Fire Instructor I</u></i>	<i>FIRT 2305</i>	FIRX 4005
FIRT 2007 <i><u>Fire Instructor II</u></i>	<i>FIRT 2307</i>	FIRX 4007
FIRT 1009 <i><u>Fire Administration I</u></i>	<i>FIRT 1309</i>	FIRX 4009
FIRT 1049 <i><u>Fire Administration II</u></i>	<i>FIRT 1349</i>	FIRX 4049
FIRT 1003 <i><u>Fire and Arson Investigation I</u></i>	<i>FIRT 1303</i>	FIRX 4003
FIRT 2033 <i><u>Fire and Arson Investigation II</u></i>	<i>FIRT 2333</i>	FIRX 4033
FIRT 1007 <i><u>Fire Prevention Codes & Inspections</u></i>	<i>FIRT 1307</i>	FIRX 4007
		FIRX 3048 - FSADO Fire Specialist Apparatus Driver/Op.
		FIRX 3028 - PADO Driver/Operator - Pumper
		FIRX 3029 - AADO Aerial- Driver/Operator
		FIRX 3015 Special Topic: Acting Captain
		FIRX 3002 Special Topic: Acting Lt.
		ANNUAL PROF. DEV. CE (FIRX) MEDICAL CE FIRE-FIGHTER
		ANNUAL PROF. DEV. CE (FIRX) FIRE CE OFFICER

	ANNUAL PROF. DEV. CE (FIRX) MEDICAL CE OFFICER
	ANNUAL PROF. DEV. CE (FIRX) FIRE CE FIREFIGHTER
	FIRX 3050 <u>Special Operations CE: Toluene Module</u>