

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF AUSTIN AND
AUSTIN COMMUNITY COLLEGE DISTRICT
CONCERNING COURSE INSTRUCTION**

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, State Certification classes, and receive college credit for instruction completed. The types of training that may be offered are Academy Certification, Professional Development/TCFP (Texas Commission on Fire Protection) Certification classes, and Continuing Education classes.

- 1.2 Certification classes are limited to those classes identified by the Texas Commission on Fire Protection (TCFP) in the Certification Curriculum Manual and listed in the Higher Education Coordinating Board's (The CB) Workforce Education Course Manual (WECM). The list of approved classes can be found at The CB website, <http://www.thecb.state.tx.us/aar/undergraduateed/workforceed/wecm/wecmlist.cfm> and the TCFP website, http://www.tcfp.texas.gov/manuals/curriculum_manual.asp. Although AFD can develop and deliver and list The CB FIRS/FIRT class, only those identified in Appendix II can be converted to college credit.

2.0 Term

- 2.1 The term of this Agreement is from September 1, 2013 to August 31, 2015. This Agreement will automatically renew annually on October 1st unless terminated by either party as provided for herein.

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. The following instructor information will be maintained by Fire Protection Technology and Continuing Education Program Coordinator; employee resume, class syllabi, TCFP verification, and evaluation. Files will be maintained at the ACC Fire Academy Office and the location designed by CE.
- 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 with 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 Academies conducted by AFD.

5.0 Responsibility of Both Parties

- 5.1 The parties agree to meet at least 60 days before the beginning of each semester to determine the class schedule for the upcoming semester. This meeting will determine Professional Development classes and instructors, and Continuing Education classes and instructors.
- 5.2 The ACC Fire Academy Administrative Assistant will be responsible to submit class requests to CE Department for approval.
- 5.3 AFD training personnel will submit at least 30 days prior to the start of class an initial roster of students to the fire academy administrative assistant. The roster will be entered by the administrative assistant into the Datatel system through authority of the CE Department. Any roster changes must be submitted to the ACC fire academy administrative assistant in a timely manner, in accordance with college rules.

6.0 Confidentiality

- 6.1 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.

7.0 Conflict of Interest

- 7.1 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 of the conflict by facsimile transmission to discuss the conflict and its resolution. City shall have the final decision on resolution of any conflict.

8.0 Entire Agreement: Amendments

- 8.1 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

ACC

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

9.0 Entire Agreement: Amendments

- 9.1 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.

10.0 Applicable Laws

- 10.1 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.

11.0 Cooperation

- 11.1 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.

12.0 Termination

- 12.1 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 its control or possession.

12.2 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.

12.3 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

Approved as to form:

City of Austin Law Department

Michael L. Cronig Date

AUSTIN COMMUNITY COLLEGE DISTRICT

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

Attachments:

- #1 Cadet Academy Certification Classes
- #2 Professional Development Classes – College Credit Conversion Rubric
- #3 Continuing Education Class Rubric

ATTACHMENT I

(Academy Certification)

Continuing Education Courses*:

FIRS	1001	Firefighter Certification I	128 contact hours
FIRS	1007	Firefighter Certification II	144 contact hours
FIRS	1013	Firefighter Certification III	80 contact hours
FIRS	1019	Firefighter Certification IV	64 contact hours
FIRS	1023	Firefighter Certification V	80 contact hours
FIRS	1029	Firefighter Certification VI	64 contact hours
FIRS	1033	Firefighter Certification VII	64 contact hours
Total CE Contact Hours			624 Total 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. Students are allowed to transfer up to 15 credit hours towards the AAS Fire Protection Technology degree. Please see the specific ACC FPT degree plan for list of transferable credits.

ATTACHMENT II

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

Courses eligible for conversion to college credit.	
Continuing Education Course Number/Rubric	<i>Converts To: College Credit Course</i>
FIRT 2005 <i><u>Fire Instructor I</u></i>	<i>FIRT 2305</i>
FIRT 2007 <i><u>Fire Instructor II</u></i>	<i>FIRT 2307</i>
FIRT 1009 <i><u>Fire Administration I</u></i>	<i>FIRT 1309</i>
FIRT 1049 <i><u>Fire Administration II</u></i>	<i>FIRT 1349</i>
FIRT 1003 <i><u>Fire and Arson Investigation I</u></i>	<i>FIRT 1303</i>
FIRT 2033 <i><u>Fire and Arson Investigation II</u></i>	<i>FIRT 2333</i>
FIRT 1007 <i><u>Fire Prevention Codes & Inspections</u></i>	<i>FIRT 1307</i>
FIRT 2015 <i><u>Company Fire Officer</u></i>	<i>FIRT 2351</i>

ATTACHMENT III

Continuing Education Class Rubrics

Courses not eligible for conversion to college credit.
Continuing Education Course Number/Rubric
FIRS 2044-PADO Driver/Operator - Pumper
FIRS 2044-AADO Aerial-Driver/Operator
FIRS 2000 Special Topic: Acting Captain
FIRS 2000 Special Topic: Acting Lt.
ANNUAL CE (FIRS 2000) MEDICAL CE FIRE-FIGHTER
ANNUAL CE (FIRS 2000) FIRE CE OFFICER
ANNUAL CE (FIRS 2000) FIRE MEDICAL CE OFFICER
ANNUAL CE (FIRS 2000) FIRE CE FIREFIGHTER
ANNUAL CE (FIRS 2000) FIRE SPECIAL OPERATIONS
ANNUAL CE (FIRS 2000) FIRE AIRPORT RESCUE & FIRE FIGHTING