

**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 Continuing Education Division 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 (THECB) Workforce Education Course Manual (WECM). The list of approved classes can be found at THECB website and the TCFP website. Although AFD can develop and deliver and list THECB FIRS/FIRT class, only those identified in Attachment II can be converted to college credit.
- 1.3 The parties enter into this Agreement with the understanding that its purpose is interim in nature. This agreement shall serve as a temporary measure to allow for time to evaluate and address the new reimbursement model for community colleges in Texas.

2.0 Term

- 2.1 The term of this Agreement is from October 1, 2023 to September 30, 2024. Upon the expiration of the term, this Agreement will be renegotiated for renewal.

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 entrance 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 designated by Continuing Education.

- 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 (as defined) 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 designation, 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 the greater of \$150,000 or twenty percent (20%) of the state reimbursement ACC receives for awarding degrees, certificates, and other credentials of value conducted under this Agreement. The Parties agree that the amount ACC remits to AFD shall compensate AFD and the City for costs incurred related to educational and instructional expenses for AFD Cadets. Compensation will be based on the State's reimbursement schedule for public community colleges.
- 4.9 ACC acknowledges that there is still outstanding state reimbursement of \$ 178,492 from 2022 that it owes to AFD under the terms of a processor interlocal agreement between the parties for course instruction and reimbursement. ACC shall remit to AFD this payment in full during the month of October 2023. All future payments shall be made during the month of October on an

annual timeline.

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 Continuing Education Division 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 ACC Fire Academy Assistant. The roster will be entered by the administrative assistant into the college database system through authority of the Continuing Education Division. 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 Notices

- 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 1088
Austin, Texas 78767-1088
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 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.
- 12.2 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: _____
Jesús Garza, Interim City Manager

Date


Approved as to form:

City of Austin Law Department

Chris Coppola, General Counsel Division Chief

Date

AUSTIN COMMUNITY COLLEGE DISTRICT

By:  _____
Neil Vickers, CPA,
Executive Vice-Chancellor,
Finance & Administration

10/30/2023

Date

Attachments:

- I. Cadet Academy Certification Classes
- II. Advanced Certification & Professional Development Class Credit Conversion Rubric
- III. Continuing Education Class Rubric

ATTACHMENT I

Cadet Academy Certification Classes

Continuing Education Courses*:

Cadet Academy Certification Classes	
CE Course Number/Rubric	Hours
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

*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 Fire Protection Technology 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	
CE Course Number/Rubric	Converts to Credit Course
FIRT 2005: Fire Instructor I	FIRT 2305
FIRT 2007: Fire Instructor II	FIRT 2307
FIRT 2059: Fire Instructor III	FIRT 2359
FIRT 1042: Fire Officer I	FIRT 1342
FIRT 1043: Fire Officer II	FIRT 1343
FIRT 2056: Fire Officer III	FIRT 2356
FIRT 2057: Fire Officer IV	FIRT 2357
FIRT 1007: Fire Prevention Codes & Inspections	FIRT 1307
FIRT 1003: Fire and Arson Investigation I	FIRT 1303
FIRT 2033: Fire and Arson Investigation II	FIRT 2333
FIRT 1019: Firefighter Health and Safety	FIRT 1319
FIRT 1009: Fire Administration I	FIRT 1309
FIRT 1049: Fire Administration II	FIRT 1349
FIRT 2051: Company Fire Officer	FIRT 2351

ATTACHMENT III

Continuing Education Class Rubrics

Courses <u>Not</u> Eligible for Conversion to College Credit
CE 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 Lieutenant
FIRS 2000: Annual CE – Medical CE Firefighter
FIRS 2000: Annual CE – Fire CE Officer
FIRS 2000: Annual CE – Fire Medical CE Officer
FIRS 2000: Annual CE – Fire CE Firefighter
FIRS 2000: Annual CE – Fire Special Operations
FIRS 2000: Annual CE – Airport Rescue & Fire Fighting