



**Tarrant
County
College**

**TARRANT COUNTY COLLEGE DISTRICT
FIRE SERVICE TRAINING CENTER**

**INTERLOCAL AGREEMENT AMONG TARRANT COUNTY COLLEGE DISTRICT,
NORTH RICHLAND HILLS FIRE DEPARTMENT AND
BIRDVILLE INDEPENDENT SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the Tarrant County College District (hereinafter referred to as "TCCD" or "College"), a Texas political subdivision of higher education, on behalf of Tarrant County College Northwest Campus (hereinafter referred to as "College"), Birdville Independent School District, (hereinafter referred to as "Birdville ISD"), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code, and the City of North Richland Hills through the North Richland Hills Fire Department (hereinafter referred to as "City" or "NRHFD"), each individually referred to herein as a "party" and collectively as the "parties,"

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act");

WHEREAS, the parties to this Agreement desire to establish a Fire Academy curriculum that leads to the completion of a Fire Academy and Emergency Medical Technician courses, serving grades 11 - 12;

WHEREAS, under this Agreement, the parties agree to follow the agreed upon guidelines of Birdville ISD and Tarrant County College District (TCCD) in providing Continuing Education classes with sufficient time for the students to complete the Fire Academy which will be offered over four semesters (Fall 18, Spring 2019, Fall 2019, and Spring 2020). This will allow students the opportunity to complete the Basic Fire Fighter certification program; and

WHEREAS, this initiative will prepare high school students for successful career and educational futures through a full integration of high school, college, and work environment. This academic model will improve student success, self-concept, and increase high school and college/university completion rates.

NOW, THEREFORE, the parties to this Agreement mutually agree to the following:

1. **Scope of Agreement and Limitations of Authority:** The Scope of the Agreement and the parties agree as follows:

A. Governance:

- (1) The TCCD Fire Academy will:
 - a. Be governed by TCCD and subject to state, and federal policies; and;
 - b. Operate within the operating hours of 7:30 a.m. and 4:30 p.m Monday through Friday for 4 semesters (Fall 2018, Spring 2019, Fall 2019, and Spring 2020).
- (2) The TCCD and Birdville ISD Fire Academy Partnership Council
 - a. Serves as an advisory committee to the Career and Technology Education Coordinator in establishing policies and developing a coherent program selection process for students that want to participate in the TCCD and Fire Academy for Birdville ISD.
 - b. Membership on the Council will include, but not be limited to, representatives of Birdville ISD, Tarrant County College District, North Richland Hills Fire Department, and/or community members. The specific membership of the TCCD and Birdville ISD Fire Technology and Fire Academy Partnership Council will be determined through a collaborative effort by the Superintendent or his designee and representatives of Birdville ISD, NRH Fire Department, and Fire Service Training Center representatives.

(3) Create a Mentorship for junior and senior level students.

B. Awarding Credit for Courses. The College will award credit for courses through Credit-by- Examination/Experience. Since this is a Continuing Education program students will have to apply for credit with TCCD through the Credit-by- Experience process and in accordance with TCCD policy:

- a. Student must complete Basic Fire Suppression course at TCCD.
- b. Student will enroll in EMSP 100 I and EMSP 1060 at TCC in the fall of the senior year. (See attached Addendum #I)
- c. Upon successful completion of both the Fire and EMS programs and enrolling as an undergraduate student in the EMS or Fire Science courses, the student will be eligible to earn college credit through the standard TCC credit by examination process.
- d. Successful completion of any credit by experience will result in a grade of credit (CR), which will not affect the grade point average.
- e. Student must pay a posting fee at the current rate per course.

C. Duties of College. College shall have the following duties:

- (1) Involve full-time and part-time faculty who are teaching in the appropriate disciplines in developing and teaching college courses;
- (2) Ensure that course guidelines are followed;
- (3) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (4) Designate personnel to monitor the quality of instruction in order to assure compliance with Continuing Education and the standards established by the State, SACS, TCFP, and the College;
- (5) Pay salaries of adjunct instructors who teach college courses and/or assist the NRHFD Coordinator with administrative or recruitment duties;
- (6) Provide Birdville ISD with an invoice each semester for the cost of tuition for each BISD student enrolled in the Fire Academy ,beginning Fall 2018; and
- (7) Provide self-contained breathing apparatus (SCBA) for high school students enrolled in the Fire Academy.
- (8) Maintain SCBA's including compliance testing and preventative maintenance
- (9) Provide job shirts, work gloves; and miscellaneous equipment required for skills testing
- (10) Provide consumables needed for training and skills testing
- (11) File appropriate class paperwork and obtain course approval from Texas Commission on Fire Protection
- (12) Provide access to the Fire Service Training Center's Drill field upon request by NRHFD

D. Duties of ISD. Birdville ISD shall have the following duties:

- (1) Consult with College Faculty who teach continuing education courses in the design and implementation of these courses to assure that course goals enable students to master the Texas Commission of Fire Protections' course requirements and match the requirements of the Texas Higher Education Coordinating Board to ensure rigor;
- (2) Provide funding to the City in the amount of \$45,000 annually for one-half of the salary of the City's Fire Academy Coordinator, a part-time coordinator position (15 hours a week) for a NRH firefighter to communicate with BISD, TCCD and NRH Fire department and coordinate the program. Payment will be made to the City on or before December 1, 2018 for the Initial Term.
- (3) Provide meals to students who participate in the Fire academy field trips under this Agreement;
- (4) Provide the necessary bunker gear needed to participate in the TCCD Fire Academy;
- (5) Provide the necessary and timely transportation of students to and from TCCD Fire Academy field trips;
- (6) Assist TCCD faculty with the grading process;
- (7) Manage all student case files in accordance with Birdville ISD policy; and

E. **Duties of North Richland Hills Fire Department.** North Richland Hills Fire Department shall have the following duties:

- (1) Provide used bunker gear when available.
- (2) Clean all bunker gear;
- (3) Provide ride-outs for Grade 12 students who meet North Richland Hills Fire Department criteria;
- (4) Recommend an NRH Fire Fighter School Resource Officer (FFSRO) to coordinate day-to-day activities including yearly schedule, instructor scheduling and equipment accountability.
- (5) Provide Air Packs for NRHFD instructors .
- (6) Recommend an NRH Fire Academy Coordinator (“Coordinator”) for the fire training academy for the Agreement term, under the following terms:
 - (a) BISD will provide, at no cost to the City, office space in the school to which the Coordinator is assigned. The office space will provide the necessary privacy to conduct BISD program duties in accordance with this Agreement.
 - (b) Nothing in this Agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of BISD officers or employees to handle or supplement calls for service . Use of 9- 1- 1 is encouraged for priority calls even if the FFSRO is called.
 - (c) The Coordinator is not responsible for handling minor, non-priority incidents typically handled by BISD employees. The Coordinator may assist in his/her discretion if free to do so and within his/her knowledge and expertise as an officer.
 - (d) The Coordinator will be expected to maintain a productive working relationship with BISD employees in the program in order to exchange information and to ensure efficient handling of his/her duties.
 - (e) The Coordinator will be an employee of NRH; however, while performing his/her duties for Birdville ISD Fire Academy in accordance with this Agreement, BISD shall provide the Coordinator the same safe working environment as other BISD employees. Further, the Coordinator shall be provided appropriate access to the BISD facilities, and follow the same BISD policies and procedures as they relate to BISD students, including but not limited to, interacting with students, transportation of students, and access to confidential student information, including grades. Access to student grades shall be subject to the requirements of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. Section 1232g and implementing regulations in 34 C.F.R. Sec. 99.1 *et seq.* .BISD shall provide the Coordinator appropriate training on all applicable BISD policies and procedures necessary for the Coordinator to carry out his/her duties under this Agreement. The Coordinator shall not receive any employment benefits from BISD.
 - (f) Coordinator will coordinate the duties of BISD, TCCD and NRHFD
 - (g) Coordinator will coordinate recruitment events for incoming students
 - (h) Coordinator will coordinate class curriculum with TCCD
 - (i) Coordinator will schedule TCCD instructors for class delivery
 - (j) Coordinator will coordinate training classrooms, equipment and locations
 - (k) Coordinator, subject to FERPA, will assist BISD in maintaining student records and report progress to BISD and TCCD
 - (l) Coordinator will identify and request the purchase of necessary equipment and educational materials
 - (m) Coordinator may instruct if necessary due to instructor staffing shortage

F. **Faculty.** Faculty meeting TEA and Southern Association of Colleges and Schools (SACS) requirements as appropriate will be provided by College.

- (I) Faculty provided by College :
 - a. must meet the College's academic requirements; and
 - b. Will teach College Continuing Education courses.

G. Classroom and Office Facilities.

- (1) All courses under this Agreement will be delivered to students at the high school; and
- (2) Identified portions of the Fire Academy will be delivered to students at the Tarrant County College-Northwest campus; and
- (3) Identified portions of the Fire Academy will be delivered to students at the North Richland Hills Fire Department and Birdville Center of Technology and Advanced Learning (BTAL).

H. Tuition and Fees.

- (1) Birdville ISD will be responsible for tuition and fees in accordance with Birdville ISD finance and procurement policies; and
- (2) The Coordinator will coordinate all aspects of the dual credit/continuing education process.

I. Books and Supplemental Materials.

- (1) Based on the mutually agreed upon curriculum, student syllabi, course curricula, course outlines, and science laboratory supplies, as applicable to the courses when taught by the College or other instructional venues, shall be provided by the College.
- (2) Based on the mutually agreed upon curriculum, all agreed upon current edition textbooks and supplemental materials required for the Fire Academy, shall be provided by Birdville ISD.

J. Recruitment and Enrollment of Students.

- (1) Student recruitment will occur annually; and
- (2) College will assist with recruitment, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Fire Academy.

K. Instructional Calendar. The instructional calendar will be based on the Master Calendar developed by TCCD in consultation with BISD and in consideration of BISD annual calendar. Inclement weather policies established by the TCCD shall be followed by the Fire Academy.

L. Student Code of Conduct. Fire Academy students, faculty and staff shall adhere to:

- (1) Policies of Birdville ISD;
- (2) Procedures of the College; and
- (3) Policies in the TCCD Board of Trustees Policies and Administrative Procedures Manual.
- (4) Policies of the BISD Board of Trustees

College will provide the same security to high school students that it provides to College students.

M. Media and Public Relations. Media and public relations regarding the Fire Academy will be managed according to Birdville ISD, College and NRHFD Department protocols.

2. **Liability.** *To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this Agreement or any of its activities or from any act or omission of any employee or invitee of the parties of this Agreement. The provision in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.*

3. **Term:** Subject to prior termination as provided in section 4 of this Agreement, the initial term of this Agreement is in full force and effect beginning August 1, 2018 and ending July 31, 2019 ("Initial Term"). Unless either party

terminates this Agreement in accordance with section 4 below, this Agreement shall automatically be renewed for two (2) one-year terms (each a "Renewal Term"). The Initial Term and each Renewal Term collectively are referred to herein as the Term.

4. **Termination:** Either party may terminate this Agreement for convenience upon 120 days' advanced written notice to the other parties. In the event that a party believes that another party has materially breached this Agreement, the non-breaching party shall give written notice of the alleged breach to the other parties, identifying which party is to be considered the breaching party. The breaching party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching party. If the breach is not cured within thirty days, the non-breaching party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the College or Birdville ISD, the making of a misrepresentation or false statement by one of the parties.
5. **Payment: Unless otherwise agreed to by the parties,** BISD shall pay the City \$45,000 per year for each year of the Agreement. Payment shall be due on or before October 1st of each Term.) Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
6. **Assignment:** No party may assign its interest in the Agreement without the written permission of the other parties.
7. **Limitations of Authority:**
 - A. Neither party has authority for and on behalf of the other except as provided in this Agreement. No other authority, power, partnership, or rights are granted or implied.
 - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the TCCD, Birdville ISD and the City. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
 - C. Neither party may make, revise, alter, or otherwise modify the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement signed by all parties. Changes to this Agreement are subject to the approval of the TCCD, Birdville ISD, and the City legal advisors and Board of Trustees.
 - D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.
8. **Waiver:** The failure of any party hereto to exercise the rights granted to it herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. **Applicable Law:** This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. **Venue:** Venue to enforce this Agreement shall lie exclusively in state district courts of Tarrant County, Texas.

11. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statues, rules and regulations. Parties to this Agreement shall comply with all Federal, State and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Dual Credit High School programs during the term of this Agreement, the new guidelines shall prevail and shall cause the parties to execute an amendment to the Agreement if necessary.
- D. The parties have executed multiple originals of this Agreement, each of which shall be considered an original document.
- E. E. By signing this Agreement, each signer represents and warrants that this Agreement has been approved by the governing bodies of the political subdivisions who have joined in this Interlocal Agreement.

ACCEPTED AND AGREED:

FOR BIRDVILLE INDEPENDENT SCHOOL DISTRICT:

Darrell Brown 11/26/18
 Darrell Brown Date
 Superintendent

FOR TARRANT COUNTY COLLEGE DISTRICT:

 Dr. Joy Gates Black Vice-Chancellor

FOR CITY OF NORTH RICHLAND HILLS:

 Mark Hindman Date
 City Manager

ATTEST:

By: _____
 Alicia Richardson, City Secretary

APPROVED TO FORM AND LEGALITY:

By: _____
 Maleshia B. McGinnis, City Attorney

FOR TARRANT COUNTY COLLEGE DISTRICT:

Authorized Signature _____ Date _____
Coordinator, Fire Service Training Center

Authorized Signature _____ Date _____
Coordinator, NW Fire Academy

Authorized Signature _____ Date _____
Dean, Public Services & Social/Behavioral Sciences

Authorized Signature _____ Date _____
Vice President for Continuing Education