

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

**INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY COLLEGE DISTRICT,
CITY OF GRAND PRAIRIE AND
GRAND PRAIRIE 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"), a Texas political subdivision of higher education, on behalf of Tarrant County College Northwest Campus (hereinafter referred to as "College"), Grand Prairie Independent School District, (hereinafter referred to as "Grand Prairie ISD"), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code, and the City of Grand Prairie (hereinafter referred to as "City"),

WHEREAS, the parties to this Agreement desire to establish a Fire Academy with a 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 Grand Prairie 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 three semesters (Fall 2016, Spring 2017, and Fall 2017). 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 the world of work. 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 3 semesters (Fall 2016, Spring 2017, and Fall 2017).
- (2) The TCCD and Grand Prairie ISD Fire Academy Partnership Council is hereby created and
 - a. Serves as an advisory committee to the Principal of the Fire Academy in establishing policies and developing a coherent program selection process for students that want to participate in the TCCD and Fire Academy for Grand Prairie ISD.
 - b. Membership on the Council will include, but not be limited to, representatives of Grand Prairie ISD, Tarrant County College District, the City's Fire Department, and/or community members. The specific membership of the TCCD and Grand Prairie ISD Fire Technology and Fire Academy Partnership Council will be determined through a collaborative effort by the Superintendent of Grand Prairie ISD or his designee and representatives of Grand Prairie ISD, the City, and Fire Service Training Center representatives.

Interlocal Agreement Between
Tarrant County College District
Grand Prairie Independent School District
And
City of Grand Prairie
May 2016

- (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 TCC.
- b. Student will enroll in EMSP 1001 and EMSP 1060 at TCC in the spring of the senior year. (See attached Addendum # 1)
- 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 TCCD 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 City Coordinator with administrative or recruitment duties;
- (6) Provide Grand Prairie ISD with an invoice each semester for the cost of tuition for each Grand Prairie ISD student enrolled in the Fire Academy, beginning Fall 2016; and
- (7) Provide job shirts, work gloves, and miscellaneous equipment required for skills testing
- (8) Provide consumables needed for training and skills testing
- (9) File appropriate class paperwork and obtain course approval from Texas Commission on Fire Protection
- (10) Provide access to the Fire Service Training Center's Drill field upon request by City

D. Duties of Grand Prairie ISD. Grand Prairie 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 Protection's course requirements and match the requirements of the Texas Higher Education Coordinating Board to ensure rigor;
- (2) Provide meals to students who participate in the Fire academy field trips under this Agreement;
- (3) Provide the necessary and timely transportation of students to and from TCCD Fire Academy field trips;
- (4) Assist College faculty with the grading process; and
- (5) Manage all student case files in accordance with Grand Prairie ISD policy.

**Interlocal Agreement Between
Tarrant County College District
Grand Prairie Independent School District
And
City of Grand Prairie
May 2016**

- (6) Grand Prairie ISD will pay City an amount equal to \$70,000 as its contribution to the annual salary and benefits for the Fire Lieutenant-School Resource Officer's position for the term of the Agreement. The payments will be made in an equal amount of \$7,000.00 starting September, 2016. The City will invoice Grand Prairie ISD and the amount shall be due on the tenth (10th) day following the month in which City submits the invoice. The schedule of payments will be as follows:

September, 2016	\$7,000.00	February, 2017	\$7,000.00
October, 2016	\$7,000.00	March, 2017	\$7,000.00
November, 2016	\$7,000.00	April, 2017	\$7,000.00
December, 2016	\$7,000.00	May, 2017	\$7,000.00
January, 2017	\$7,000.00	June, 2017	\$7,000.00

E. Duties of Grand Prairie Fire Department. Grand Prairie Fire Department (The City) shall have the following duties:

- (1) The City will provide classroom facility and training facility for the academy students.
- (2) Cleaning, inspecting and providing the necessary bunker gear needed to participate in the TCCD Fire Academy;
- (3) Pick-up and delivery of bunker gear to High School or the approved fire academy site;
- (4) Provide ride outs for Grade 12 students who meet City criteria;
- (5) Provide students with an opportunity to participate at City facilities;
- (6) Provide Fire Academy liaison to coordinate day-to-day activities including yearly schedule, instructor scheduling and equipment accountability.
- (7) Provide Air Packs for City instructors.
- (8) Provide one Fire Lieutenant-School Resource Officer (the "Officer") for the fire training academy for the agreement term, under the following terms:
 - (a) The Officer will perform but not be limited to the duties listed in Attachment "A" which is attached hereto and incorporated herein for all purposes.
 - (b) The Officer will be permitted a 45 minute lunch period.
 - (c) The Officer will be subject to emergency calls as needed by the City. The Officer will be allowed the use of a City vehicle and carry City radios that will allow contact from the Grand Prairie ISD while on duty.
 - (d) The Grand Prairie ISD will provide, at no cost to the City, office space in the school to which the Officer is assigned. The office space will provide the necessary privacy to do his Grand Prairie ISD program duties as well as any related City business as necessary.
 - (e) The Officer may be contacted to assist in any situation related to his fire training which is beyond the normal ability of Grand Prairie ISD to handle administratively or an emergency situation which the Officer would have special knowledge or expertise.
 - (f) Nothing in this Agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of Grand Prairie ISD officers or employees to handle or supplement calls for service. Use of 9-1-1 is encouraged for priority calls even if the Officer is called.

**Interlocal Agreement Between
Tarrant County College District
Grand Prairie Independent School District
And
City of Grand Prairie
May 2016**

- (g) The Officer is not responsible for handling minor, non-priority incident typically handled by other Grand Prairie ISD employees. The Officer may assist in his/her discretion if free to do so and within his/her knowledge and expertise as an officer.
 - (h) Except in extreme emergency, the Officer should not be called away from his fire academy classes, this being destructive to the teacher/student relationship. The Officer may be contacted, and he/she may then respond as soon as possible to assist other Grand Prairie ISD employees who may have been called in his/her place.
 - (i) The Officer will be expected to maintain a close liaison with Grand Prairie ISD employees in the program in order to exchange information and to ensure efficient handling of his duties.
 - (j) The Officer shall be scheduled to attend and participate in mandatory training set out by law or City policy. The Officer should participate in reasonable training programs that directly impact his/her ability and skills for the position. These additional programs will be communicated in advance between the Grand Prairie ISD program supervisors and the City.
 - (k) The City reserves the right to assign the Officer to any fire function in the event of an emergency or a situation that dictates a call-up of personnel as directed in fire General Orders. The Grand Prairie ISD reserves the right to adjust the monthly invoice for days missed under this provision.
 - (l) The Officer will be considered an employee of the City and the Grand Prairie Fire Department and shall be at the control and supervision of the City's supervisors. Complaints or problems with the Officer shall be directed through the City's supervisor.
 - (m) Nothing herein extends or confers legal entitlement to the Officer or otherwise affects his/her relationship as an employee of the City. The Agreement between the Grand Prairie ISD and City being between the two entities and not a contract with an employee of the City.
- (9) Provide self-contained breathing apparatus (SCBA) for high school students enrolled in the Fire Academy.
 - (11) Maintain SCBA's including compliance testing and preventative maintenance.
 - (12) Provide bunker gear.

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

- (1) 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 Grand Prairie Fire Department and Grand Prairie High School.

H. Tuition and Fees.

Interlocal Agreement Between
Tarrant County College District
Grand Prairie Independent School District
And
City of Grand Prairie
May 2016

- (1) Grand Prairie ISD will be responsible for tuition and fees in accordance with Grand Prairie 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 Grand Prairie 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 Grand Prairie ISD and in consideration of Grand Prairie ISD 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 Grand Prairie ISD;
- (2) Procedures of the College; and
- (3) Policies in the TCCD Board of Trustees Policies and Administrative Procedures Manual.

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 Grand Prairie ISD, College and City Fire Department protocols.

2. **Indemnification.** 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 provisions 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 or revocation of this Agreement as provided in **section 5** of this Agreement, the initial term of this Agreement is in full force and effect beginning with the date of final execution by both parties and ending December 31, 2017. It may be renewed for two (2) one year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College and Grand Prairie ISD shall review this Agreement and may renew this Agreement on approval of the College and Grand Prairie ISD.

Interlocal Agreement Between
Tarrant County College District
Grand Prairie Independent School District
And
City of Grand Prairie
May 2016

4. **Right of Revocation:** Either party may terminate this Agreement on 120 days' written notice to the other party. 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 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. 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 Grand Prairie ISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties.
5. **Assignment:** No party may assign their interest in the Agreement without the written permission of the other party.
6. **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, Grand Prairie 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 diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the TCCD, Grand Prairie 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.
7. **Waiver:** The failure of any party hereto to exercise the rights granted them 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.
8. **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.
9. **Venue:** Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.
10. **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 statutes, 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.

Interlocal Agreement Between
Tarrant County College District
Grand Prairie Independent School District
And
City of Grand Prairie
May 2016

FOR GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT:

Dr. Susan Hull	Date
Superintendent	

FOR CITY OF GRAND PRAIRIE:

Authorized Signatory	Date
Title	

Authorized Signatory	Date
Title	

FOR TARRANT COUNTY COLLEGE DISTRICT:

Joy GATES Black	Date
Vice Chancellor for Academic Affairs and Student Success	

**Interlocal Agreement Between
Tarrant County College District
Grand Prairie Independent School District
And
City of Grand Prairie
May 2016**