

INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY
COLLEGE DISTRICT AND THE CITY OF FORT WORTH
FOR PUBLIC SAFETY INSTITUTE TRAINING

This Agreement is between the Tarrant County College District (“TCCD” or “College”), a legally constituted junior college district located within Tarrant County, Texas, acting herein by and through Dr. Arrick Jackson, Dean of Public Services & Social/Behavioral Sciences Division, and the City of Fort Worth (“City”), a home rule municipal corporation of the State of Texas, acting herein by and through Tom Higgins, its duly authorized Assistant City Manager.

SECTION I.

RECITALS

WHEREAS, this Agreement is made under the authority granted to the City and TCCD pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT;

WHEREAS, TCCD and the City are both local governments, as defined in Tex. Gov’t Code § 791.003(4) (A);

WHEREAS, TCCD and the City agree that the subject of this Agreement is necessary for the benefit of the public and that each has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and

WHEREAS, TCCD and the City believe that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

SECTION II.

PURPOSE

The purpose of this Agreement is to enter into a training agreement to utilize TCCD’s Fire Service Training Center (FSTC).

SECTION III.

TERM

The term of this Agreement is from October 1, 2010 through September 30, 2012.

SECTION IV.

OBLIGATIONS OF PARTIES

A. TCCD will provide:

1. An organized block of instruction and access to required training center facilities on a scheduled basis throughout the term of the agreement.

The block of instruction shall include:

Up to 20 8-hour days of Live Fire Training per year conducted at the Tarrant County College FSTC including 2 instructors per day to operate simulation equipment. Additional Live Fire days may be added on a space-available basis billed at a rate of \$700.00 per day. Additional Instructors may be added upon request at a billable rate of \$25.00 per hour.

Use of the FSTC for Non Live Fire courses including EMT In-Service, Fire In-Service, High Rise Drills, Hazardous Materials CE, and TRT Training. Instructional staff for these courses will consist of on duty Fort Worth Fire Department. Additional TCC instructional staff may be added upon request at a billable rate of \$25.00 per hour.

2. Qualified and experienced coordinator(s) and instructors.
3. Instructional personnel who are qualified in the specific area of training.
4. Course registration, administration, certificates of completion, and Continuing Education Units, if appropriate.
5. Oversight of facility and course schedules and maintenance of accurate records of student attendance.
6. All utilities necessary for each course at no additional cost to the City.
7. A permanent record of each student's participation in each course via a transcript made available to students upon request.
8. Access to TCCD facilities necessary for completion of courses.
9. The City shall be invoiced for \$20,000.00 upon commencement of training. If this Agreement is terminated before the completion of the then-current term, or if TCCD does not meet its obligations under this Section IV (A) for any reason whatsoever, the City shall be refunded a prorated amount for the services not performed by TCCD.
10. An invoice to the City of all additional amounts owed by the City within seven (7) days of completion of each class if the City has not prepaid for the course.

B. The City, acting by and through its Fire Department, will provide:

1. A check made payable to TCCD in the amount \$20,000.00 for the period of one year beginning upon approval by both Parties and renewing automatically for additional one-year periods. Either Party may terminate this Agreement without penalty upon sixty days notice in writing to the other Party.
2. All pertinent paperwork on students required by the Coordinator of the Fire Service Training Center or the Texas Commission on Fire Protection (TCFP).
3. Oversight of student scheduling and attendance.

SECTION V.

USE OF CURRENT REVENUES

Each party paying for the performance of governmental functions or services under this Agreement shall make those payments from current revenues available to the paying party.

SECTION VI.

RESCHEDULING CLASSES

- A. If classes must be canceled because of severe weather or other unforeseen circumstances, rescheduling will be made as soon as possible at a time mutually agreeable to both parties.
- B. In order for TCCD to offer Continuing Education Units (CEU's) to employees of the City of Fort Worth, the College must comply with its internal policies and regulations, the rules and guidelines of the Southern Association of Colleges and Schools Commission on Colleges, the Texas Higher Education Coordinating Board, and the State of Texas. In the matters of curriculum and instruction, the College must be able to demonstrate it is in sole and complete control of the curriculum and the instructor with "sole and complete control" defined to mean the College has the authority and right to establish, review, and modify, if appropriate, the curriculum, to approve/disapprove any instructor(s) and to cause an instructor to be removed from the teaching and learning environment, if appropriate. The signature of the undersigned indicates agreement with, and acceptance of, these requirements.

SECTION VII.

ENTIRE AGREEMENT

This written instrument and any attached exhibits constitutes the entire agreement by the parties hereto concerning the work and services to be performed and any prior or contemporaneous, oral or written agreement, which purports to vary from the terms hereof, shall be void.

SECTION VIII.

**MODIFICATION, OTHER THAN TERMINATION,
OF AGREEMENT**

No modification, other than termination, of this Agreement will be effective unless it is in writing and signed by the parties.

SECTION IX.

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party hereto, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify the effective date of the termination.

SECTION X.

SUCCESSORS AND ASSIGNS

The City and TCCD shall not assign or otherwise transfer their rights and obligations under this agreement except with prior written consent of the other party, and any prohibited assignment or transfer shall be null and void.

SECTION XI.

NO AGENCY, PARTNERSHIP OR JOINT ENTERPRISE

This Agreement will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee, borrowed servant or joint enterprise relationship by and among the parties.

SECTION XII.

INDEPENDENT CONTRACTOR

Each party shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the other party.

SECTION XIII.

IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, neither party waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in any way under this Agreement.

SECTION XIV.

**LIABILITY FOR JOINT OR
COMPARATIVE NEGLIGENCE**

- A. Comparative Responsibility laws. The City and TCCD agree that any liability or damages as stated above occurring during the performance of this Agreement and caused by the joint or comparative negligence of the City, TCCD, their agents, servants, officers and/or employees shall be determined in accordance with the Comparative Responsibility Laws of The State of Texas.
- B. No waiver of Tort Claims protections. Nothing in this Agreement waives any immunity, protection, right, limitation or cap on damages, as recognized in the Texas Tort Claims Act as to either of the parties, or as to any third party.

SECTION XV.

NOTICES

Any notice provided for or permitted under this Agreement shall be made in writing and may be given or served by (i) delivering the same in person to the party to be notified, or (ii) depositing the same in the mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified, or (iii) sending by telecopy, with a copy thereof sent by registered mail on the same day. If notice is deposited in the mail pursuant to (ii) or (iii) of this Section XV, it will be effective upon receipt. For the purpose of notice, the addresses of the parties are, until changed as provided below, as follows:

City of Fort Worth
City of Fort Worth
Rudy Jackson
Fire Dept.
1000 Throckmorton
Fort Worth TX 76102
Tel: 817.392.6805
Fax: 817.392.8940

Tarrant County College District
Northwest Campus
Attention: Dr. Arrick Jackson
4801 Marine Creek Parkway
Fort Worth, TX 76179-3599
Tel: 817.515.7770
Fax: 817.515.7445

The parties may from time to time change their respective addresses, and each shall have the right to specify as its address any other address upon at least ten days written notice to the other party.

SECTION XVI.

FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

SECTION XVII.

WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provisions or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

SECTION XVIII.

APPLICABLE LAW AND VENUE

- A. Texas laws apply. This Agreement shall be construed in accordance with the laws of the State of Texas.
- B. Venue. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in Tarrant County, Texas or the United States District Court of the Northern District of the State of Texas-Fort Worth Division.

SECTION XIX.

SEVERABILITY OF PROVISIONS

If any of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION XX.

SECTION HEADINGS

The headings in this Agreement are inserted for reference only and shall not define or limit the provisions hereof.

SECTION XXI.

SIGNATURE AUTHORITY

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SECTION XXII.

MULTIPLE ORIGINALS

The parties have executed multiple originals of this Agreement, each of which shall be considered an original document.

Executed this ____ day of _____, 20____.

CITY OF FORT WORTH

TARRANT COUNTY COLLEGE DISTRICT

Tom Higgins, Assistant City Manager



Steve Keller
Coordinator, Fire Service Training Center

Approved as to Form and Legality:

Sr. Assistant City Attorney



Dr. Arrick Jackson
Dean, Public Services & Social/Behavioral
Sciences

ATTEST:

City Secretary



Dr. Gary Goodwin
Vice President for Continuing Education

M & C No. _____