



Notice/Agenda of Special Called Board Meeting

**The Board of Trustees
College of the Mainland
Doyle Family Administration Boardroom (A129)
1200 Amburn Road
Texas City, Texas 77591
Wednesday, November 20, 2024**

The Special Called Board Meeting of the Board of Trustees of College of the Mainland will be held Wednesday, November 20, 2024, beginning at 3:00 PM in the

Doyle Family Administration Boardroom (A129)
1200 Amburn Road
Texas City, Texas 77591

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. The items listed in this notice may be considered in any order at the discretion of the Chair or Board and items listed for closed session discussion may be discussed and/or approved in open session and vice versa as permitted by law.

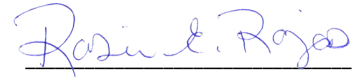
Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- 1. Call to Order**
- 2. Pledge of Allegiance (American Flag), Texas Pledge & a Moment of Silence**
- 3. Roll Call & Determination of Quorum**
- 4. Consideration of and Possible Action to Accept the Memorandum of Understanding (MOU) Between the College and the City of Texas City, Texas Regarding a Fire Marshall**
- 5. Adjournment to a Closed or Executive Session Pursuant to the Texas Government Code of the Open Meetings Act
Section 551.071 - consultation with attorney
Section 551.072 - deliberation regarding real property**
- 6. Consideration of and Possible Action on Any Items Discussed in Closed Session**
- 7. Consideration of and Possible Action of Purchase of Real Property and Delegation of Authority to President or Designee to Negotiate, Execute, Amend, and Finalize Any Agreements Related to Purchase and to Execute any Additional Documents Related Thereto, as Discussed in Closed Session**
- 8. Adjourn**

**If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board reserves the right to conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, including but not limited to the following provisions;*

1)Section 551.071-consultation with attorney, 2)Section 551.072-deliberation regarding real property, 3) Section 551.073-deliberation regarding prospective gifts, 4)Section 551.074-deliberation regarding personnel matters, and/or complaints against school personnel, 5)Section 551.082-deliberation regarding student disciplinary matters and/or complaints against personnel. 6)Section 551.087-deliberation regarding economic development negotiations, and/or 7)Section 551.089 – deliberation regarding security devices or security audits. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on, Thursday, November 14, 2024, 3:00 P.M.



Rosie E. Rojas
Board Clerk

Administration

President Warren Nichols, Ed.D.
Executive Vice President Helen Brewer, Ph.D.
Vice President David Wesse, Ph.D.



PRESIDENT'S OFFICE

Call to Order

Call to Order on **(insert date)**
at **(insert time)**



PRESIDENT'S OFFICE

Pledge of Allegiance to the American Flag
Texas Pledge
Moment of Silence

The Texas State Flag Pledge
"Honor the Texas flag; I pledge
allegiance to thee, Texas, one state under
God, one and indivisible."



College of the Mainland
Board of Trustees
2023-2024

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PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: November 20, 2024
Subject: Agenda Item: Consideration of approval of MOU with the City of Texas City to fund additional Fire Marshall

AGENDA ITEM DESCRIPTION:

Approval of the MOU between COM and the City of Texas City to provide funding for the employment of an additional Fire Marshal to provide services to COM as required to meet construction scheduling demands under COM's 2023 Bond Program. COM will reimburse City up to \$120,000 annually for two-year term of the MOU.

FUNDING SOURCE:

2023 Bond

PURPOSE

College of the Mainland is currently managing large-scale construction and renovation projects requiring additional City resources including additional Fire Marshal services to meet COM's construction schedule. In order to ensure the availability of a Fire Marshal for timely inspections, etc., COM will reimburse the City up to \$120,000 annually for costs attributable to the salary and benefits of an additional Fire Marshal.

PROPOSED MOTION:

"I move the Board of Trustees approve the MOU with the City of Texas City, as presented."

BACKGROUND:

COM District voters approved a \$250,000,000 bond for construction and renovation of numerous buildings on COM's Texas City campus. COM has instituted an aggressive construction schedule to ensure responsible use of taxpayer funds. This effort requires effective project management to meet tight deadlines and requires additional City resources to meet scheduling. To support this effort, the City of Texas City will provide a full-time Fire Marshal exclusively assigned to COM for two years. The Fire Marshal will oversee inspections and related services for COM's new and ongoing projects, ensuring compliance with safety standards while meeting time-sensitive construction schedules. In exchange for these services, COM will reimburse City to cover the salary and benefits of an additional Fire Marshal. COM will provide the Fire Marshal with office space on COM's campus equipped with necessary amenities. The City will handle all customary employment responsibilities, including hiring, supervision, and scheduling and will ensure the availability of the Fire Marshal to meet COM deadlines.

Attachments:

1. MOU COM-TX City 11.13.24

MEMORANDUM OF UNDERSTANDING

CITY OF TEXAS CITY AND COLLEGE OF THE MAINLAND

This Memorandum of Understanding ("MOU") is made as of November ____, 2024, by and between the City of Texas City, Texas ("City"), a Texas home-rule municipality, and College of the Mainland, a political subdivision of the State of Texas ("COM").

WHEREAS, College of the Mainland is currently undergoing multiple large-scale construction and renovation projects under the voter-approved 2023 Bond program, requiring timely and effective project management in order to meet aggressive deadlines and ensure efficient stewardship of the taxpayer funds entrusted to the College; and

WHEREAS, the City desires to support COM's aggressive building schedule, which benefits the citizens of the City of Texas City by providing a Fire Marshall who will be exclusively assigned to COM for the purpose of meeting critical time-saving deadlines for the benefit of the community; and

WHEREAS, COM understands the added demand on the City's resources and desires to reimburse the City the cost of the salary and benefits for a full-time Fire Marshall for the purpose of ensuring timely inspections and other services traditionally performed by the Fire Marshall for the City; and

WHEREAS, this MOU is an acknowledgment of the joint efforts by the City and the COM.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived, the parties hereto agree as follows:

1. Responsibilities.

1.1 The City shall provide a Fire Marshall who shall be assigned full-time to perform his/her duties on COM projects, including inspecting new and future construction projects and renovations on COM's Texas City campus for a period of no less than two (2) years. The Fire Marshall shall be assigned to COM for eight (8) hours per day up to five days per week. The City will hire, supervise, and schedule all activities of this Fire Marshall.

1.2 COM shall provide an office on COM's main campus, which shall be equipped with a telephone, file cabinet, internet and/or Wi-Fi services, access to a printer, general office supplies, parking sticker, and office furnishings as may be agreed upon.

1.3 COM will advise the City generally of the construction schedules as they affect the availability of the Fire Marshall to perform other duties as may be assigned from time to

time by the City. However, the parties agree that such other duties shall not impair the Fire Marshall's ability to timely respond to COM's construction schedule.

1.4 The Fire Marshall shall schedule leave with the approval of the City. Where possible, notice shall be given to COM. City shall notify COM in advance, when possible, of training, leaves of absence, or other scheduled activities of the Fire Marshall which may necessitate the absence of the Fire Marshall. In the event of any long-term absence of the Fire Marshal for whatever reason, the City will assign other personnel on the same or similar conditions as described herein.

1.5 COM shall pay City the maximum amount of One Hundred and Twenty Thousand (\$120,000.00) dollars each year this agreement is in effect. This amount shall be paid in monthly installments invoiced by the City starting on the _____ and ending on _____. The parties agree that this payment for increased costs is based on the average salary of the Fire Marshal. City and COM agree that this sum fairly represents the benefits accruing to each.

2. Employee Status of Fire Marshall. The Fire Marshall shall be an employee of City and not an employee of COM for any purpose. City shall be responsible for hiring, training, compensating, disciplining, and dismissing City personnel. COM shall in no way be responsible for any compensation, benefits, insurance, vacation, sick leave, or any other benefit of full-time employment of the Fire Marshall.

3. Time of Performance. It is anticipated that the Fire Marshall will need to spend at least 2+ years at COM.

4. Assignability of MOU. This MOU shall not be assigned or transferred without the City's prior written consent.

5. Amendments. The Parties may amend this MOU at any time provided that such amendments make specific reference to this MOU, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City. Such amendments shall not invalidate this MOU, nor relieve or release the Parties from their obligations under this MOU. The City may seek to amend this agreement, only as required, to conform with Federal, state or local governmental guidelines, policies and available funding, or for other non-discretionary reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this MOU, such modifications will be incorporated only by written amendment signed by both Parties.

6. Term and Termination. This Agreement will be for a period of two (2) years commencing on _____ and ending on _____. The Agreement may be terminated at any time, in writing, by mutual consent of both parties. This Agreement may be canceled by either party upon ninety (90) days written notice to the other party, except where the cancellation is for cause (i.e. material and significant breach of any provision of the Agreement). If cancellation is for cause, the Agreement may be canceled upon delivery of written notice to the other party.

7. **Renewal Provisions.** Within thirty (30) days prior to the end date of this MOU, each party shall review the MOU and negotiate any needed changes to the provisions herein. Each party shall collaboratively evaluate the effectiveness of operations pursuant to this MOU, make any necessary modifications and renew the MOU for a term to be determined at the time of renewal.

8. **Severability.** If any provision of this MOU is held invalid, the remainder of the MOU shall not be affected thereby and all other parts of this MOU shall nevertheless be in full force and effect.

9. **Dispute Resolution.** The Parties shall endeavor to resolve any dispute through cooperation and discussion.

Miscellaneous

10. Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this MOU to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this MOU on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this MOU.

11. No amendment or modification of this MOU shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

12. The terms of this MOU shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.

13. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this MOU.

14. This MOU shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this MOU.

15. This MOU may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this MOU by signing and delivering one or more counterparts.

16. **Immunities.** Nothing in this Agreement waives or alters any immunities provided to either Party under Texas or federal law.

17. This MOU shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date indicated below and it is effective as of the date first written above.

Parties:

City of Texas City, Texas

By: _____ Date _____

Name: Dennis Harris

Title: Fire Captain

College of the Mainland

By: _____ Date _____

Name: Dr. Warren Nichols

Title: President



PRESIDENT'S OFFICE

Executive Session

If, during the course of the meeting covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any items included in this Notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this Notice or as soon after the commencement of the meeting covered by the Notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and for any and all purposes permitted by Sections 551.071, inclusive, of the Open Meetings Act, including, but not limited to:

Section 551.071 – For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 – For the purpose of considering a negotiated contract for a prospective gift or donation.

Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.076 – To consider the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.082 – For the purpose of considering discipline of a student or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.

Section 551.084 – For the purpose of excluding a witness or witnesses from a hearing during examination of another witness.

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then such final action, final decision, or final vote shall be at either:

- A. The open meeting covered by this Notice upon the reconvening of the public meeting, or
- B. At a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.



PRESIDENT'S OFFICE

Possible Action on Agenda Items, Including Closed Session Matters

Consideration of and Possible Action on any items discussed in closed session.



PRESIDENT'S OFFICE

Consideration of and Possible Action of Purchase of Real Property and Delegation of Authority to President or Designee to Negotiate, Execute, Amend, and Finalize any Agreements Related to Purchase and to Execute any Additional Documents Related thereto, as Discussed in Closed Session