

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of December __, 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 benefit citizens of the City of Texas City by providing a Fire Marshal who will be primarily 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 has agreed to reimburse the City the cost of the salary and benefits for a full-time Fire Marshal for the purpose of ensuring timely inspections and other services traditionally performed by the Fire Marshal 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 Marshal who shall be assigned full-time to perform his/her primary 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 Marshal shall be primarily assigned to COM for five days per week. The City will hire, supervise, and schedule all activities of this Fire Marshal.

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 Marshal 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 Marshal's ability to timely respond to COM's construction schedule.

1.4 The Fire Marshal 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 Marshal may necessitate the absence of the Fire Marshal. 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 Marshal. The Fire Marshal 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 Marshal.

3. Time of Performance. It is anticipated that the Fire Marshal 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 contract as of the date indicated below and it is effective as of the date first written above.

Parties:

College of the Mainland

By: 

Name: Theresa Nichols

Title: President

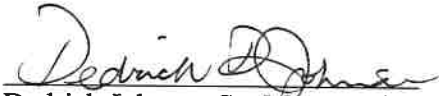
City of Texas City, Texas



Dennis Harris-Fire Chief



Kyle Dickson-City Attorney



Dedrick Johnson Sr- Mayor, City of Texas City