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## Agenda Item 8A

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July 5, 2017

**SUBJECT:**

Approval of a Memorandum of Understanding with The Texas A&M University System (TAMUS) Regarding Blinn College's Participation in the Construction of a New Facility to House Workforce Training and Other Educational Programs at The TAMUS RELLIS Campus in Bryan, Texas

**RECOMMENDATION:**

That the Board approve a Memorandum of Understanding with TAMUS regarding Blinn College's participation in the construction of a new facility to house Workforce Training and other educational programs at The TAMUS RELLIS Campus in Bryan, Texas.

**RATIONALE:**

TAMUS has invited Blinn College to participate in the construction of a shared facility project at its RELLIS Campus, that would allow the College to enter into a future innovative partnership with TAMUS on The RELLIS Campus, that will benefit Blinn College in the following ways, at a minimum:

- Creates the opportunity to partner with other organizations and institutions on the RELLIS Campus, including private research and development companies, The Texas A&M Engineering Experiment Station (TEES), and The Texas A&M Engineering Extension Service (TEEX).
- Creates the opportunity for a shared, co-located facility that allows Blinn to save on infrastructure and construction costs and create efficiencies of operation for workforce training and other educational programs. These efficiencies include the non-renewal of multiple current lease agreements – resulting in savings related to rent, utilities, maintenance, etc. Additional scalable opportunities also exist for the Veterinary Technology Program and Agricultural Science courses not currently offered on the Bryan Villa Maria Campus.
- Solidifies further Blinn's strong relationship with TAMUS and ties the Blinn College brand more closely to TAMUS, strengthening Blinn's statewide and national ability to provide an excellent recruiting tool for attracting high-achieving faculty and students.
- Creates new opportunities for Blinn to design and implement programs that align with the RELLIS Campus focus on research for high-end, innovative companies,

and transferable workforce training; and

- Gives Blinn the opportunity to be part of a new educational community that has not heretofore existed – combining a major university system and a community college at a single physical location.

**BUDGETARY CONSIDERATIONS:**

The total estimated participant cost by TAMUS and Blinn College will be two to three million dollars for each entity. The estimated total cost for the facility is \$15 million. The balance of the cost for the 40,000 square foot facility will be raised from a capital campaign lead by TAMUS targeted to local businesses that will benefit from the training/courses that will be offered at the facility. Construction will be scalable, in that the facility can be built in sections allowing for an efficient timeline of occupancy.

**RESOURCE PERSONNEL:**

Ms. Karen Buck, Vice President, Administration and Operations

Mr. Richard O'Malley, Assistant Vice President Facilities, Planning, and Construction

Mr. John Barton, Associate Vice Chancellor, Exec. Dir. of The RELLIS Campus, TAMUS

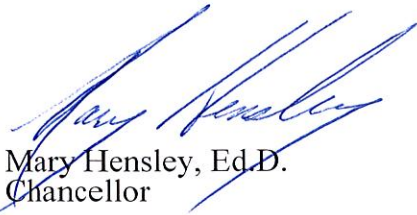
**ATTACHMENTS:**

Attachment A: Memorandum of Understanding between The Texas A&M University System and the Blinn College District.

Respectfully Submitted By:



Karen Buck  
Vice President, Administration and Operations



Mary Hensley, Ed.D.  
Chancellor

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between The Texas A&M University System (the "A&M System"), an agency of the State of Texas, and Blinn College District, a Washington County community college district established under the Texas Education Code ("Blinn"). This MOU is effective \_\_\_\_\_, 2017 ("Effective Date").

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the parties. Article 2 contains terms to which the parties agree to be bound. The parties agree as follows:

### Article 1

- 1.1 This Article 1 is not intended to be legally binding on either party.
- 1.2 The parties desire to collaborate on the construction of a new facility at the A&M System's RELLIS Campus to house workforce training and other educational programs to be provided by Blinn and educational programs from selected A&M System members (the "Facility").
- 1.3 As a basis for further discussion, following is the current understanding of the basic elements of the proposed collaboration:
  - (a) Each party would contribute funding toward the project development and construction of the Facility.
  - (b) The A&M System would provide the land for the Facility at a to-be-determined site on the RELLIS Campus.
  - (c) The Facility would be subject to the A&M System's architectural guidelines for the RELLIS Campus and must be approved by the Director of the RELLIS Campus.
  - (d) Blinn and the A&M System (and any A&M System members utilizing the Facility) would each provide the equipment, faculty, and staff for its own programs conducted at the Facility.
  - (e) The costs of utilities, custodial, grounds, and building maintenance would be shared by the parties utilizing the Facility through leases or other written agreements.
- 1.4 The parties intend to further discuss the educational programs that would be conducted at the Facility, identify the respective roles of each party, develop joint fundraising materials, and discuss other matters related to the proposed collaboration.
- 1.5 Subject to such additional discussions, due diligence, approvals, and other actions deemed necessary or prudent by each party, if each party decides to move forward then the parties intend to enter into a definitive agreement for the collaboration.

### Article 2

- 2.1 This Article 2 is intended to be legally binding on the parties.
- 2.2 Blinn shall reimburse the A&M System for 50% of the documented, out-of-pocket Facility design and development expenses incurred by the A&M System (excluding any in-kind contributions of services provided by third parties), with Blinn's share not to exceed \$10,000. Blinn shall reimburse the A&M System for its share of such expenses within 30 days of an invoice issued by the A&M System.

- 2.3 Neither party may make reference to this MOU in a press release or any other oral or written communication intended for the public except with the advance written permission of the other party or as required by law.
- 2.4 Except as provided in section 2.2, each party shall bear its respective costs, risks, and liabilities incurred by that party as a result of its activities under this MOU without expectation of reimbursement from the other party. Any other obligations to share costs must be addressed in separate written agreements between the parties.
- 2.5 This MOU commences on the Effective Date and terminates upon the expiration of one year from the Effective Date unless sooner terminated or extended by written agreement of the parties. Either party may terminate this MOU effective upon written notice to the other party. Termination will not release a party from any obligation that matured before the effective date of the termination.
- 2.6 Each party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws and regulations.
- 2.7 Any notices required or permitted under this MOU will be deemed given: (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:
- (a) A&M System: [address]  
[fax]  
[email]
- (b) Blinn: [address]  
[fax]  
[email]
- 2.8 This MOU does not create a partnership or joint venture between the parties, nor does this MOU authorize either party to make any statements, representations, or commitments or to take any action which binds the other party, except as may be explicitly provided in this MOU or authorized in writing.
- 2.9 This MOU contains the entire understanding of the parties as to its subject matter and supersedes all other written and oral agreements between the parties as to that subject matter.
- 2.10 This MOU is assignable only with the written consent of both parties.
- 2.11 Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided by law.
- 2.12 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential

terms of this MOU remain valid, legal, and enforceable.

Each party enters into this MOU as of the Effective Date.

**The Texas A&M University System**

By: \_\_\_\_\_  
[Name]  
[Title]

**Blinn College District**

By: \_\_\_\_\_  
[Name]  
[Title]