



# City of Saginaw

**Meeting Date:** 12/15/2015

**Staff Contact:** Keith Rinehart  
Director of Recreation

**Agenda Item:** 6  
(CC-1215-10)

**E-mail:** [krinehart@saginawtx.org](mailto:krinehart@saginawtx.org)

**Phone:** 817-230-0351

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**SUBJECT:** Consideration and Action regarding Renewal of Memorandum of Understanding with Tarrant County College-Northwest for adult and continuing education classes at City of Saginaw facilities

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**BACKGROUND/DISCUSSION:**

In January 2015, Tarrant County College-Northwest began offering adult and continuing education classes at the Recreation Center and Senior Citizens Center. The proposed memorandum of understanding will continue this partnership between Tarrant County College and the City. It will be effective January 1, 2016 with classes beginning on January 11, 2016.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the Memorandum of Understanding with Tarrant County College-Northwest for adult and continuing education classes at City of Saginaw facilities for 2016.

**Attachments**

Memo with Attachments from Keith Rinehart



# City of Saginaw City of Saginaw

Recreation & Community Services Department  
333 W. McLeroy Blvd., Saginaw, Texas 76179  
Phone: 817.230-0351, Fax: 817.232.0855  
krinehart@ci.saginaw.tx.us

## Council Agenda Background

**To:** Nan Stanford, City Manager

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**From:** Keith C. Rinehart, Director of Recreation & Community Services

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**Date:** City Council Meeting – December 15, 2015

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### ITEM:

Consideration, action and approval of a Memorandum of Understanding with Tarrant County College-Northwest to offer adult and continuing educational classes at City of Saginaw facilities.

### PRESENTER:

Keith C. Rinehart, Director of Recreation & Community Services

### DISCUSSION:

For the past year, the City of Saginaw has partnered with Tarrant County College-Northwest (TCC) to offer adult and continuing educational and credit classes in our community. This partnership has achieved great success by offering high education opportunities to the citizens of Saginaw, Texas. Both parties have operated under a Memorandum of Understanding (MOU) that was approved by the Saginaw City Council on January 20, 2015.

Considering availability and facilities, it was determined to offer the following:

- **Day Classes** at the Recreation Center from 10:00 a.m. to 4:00 p.m. on Monday through Friday
  - **Evening Classes** at the Senior Center from 6:00 p.m. to 9:00 p.m. on Monday and Wednesday evenings
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This agreement shall begin on January 1, 2016 and can be terminated at the end of the Fall 2016 semester with mutual agreement of both parties. Any agreed upon termination date will be calculated to ensure that all students enrolled in the program are given ample time to complete the program before the agreement is terminated.

**RECOMMENDATION**

Staff is recommending the approval of the Memorandum of Understanding between TCC and the City. If approved by City Council, the new contract would begin on January 1, 2016 with classes beginning on January 11, 2016 at both locations.

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

⇒ Memorandum of Understanding for services with Tarrant County College-Northwest

Thank you,

Keith C. Rinehart, Director of Recreation & Community Services

## Memorandum of Understanding

The following is a Memorandum of Understanding ("MOU") entered into as of the 15<sup>th</sup> day of December 2015, by and between Tarrant County College District ("TCC" or "TCCD") and the City of Saginaw ("City") for the purpose of offering continuing education and credit courses at City facilities.

**Whereas**, on December 15, 2015, the Saginaw City Council approved an MOU between TCC and the City for the purpose of offering continuing education and credit courses at City facilities; and,

**Whereas**, this MOU fully delineates the services provided by each party.

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- I. That all of the recitals and preambles hereinabove stated are true and correct and are incorporated herein and made part of this MOU.
- II. **The City** will provide:
  - a. Locations of Classes:
    - i. The City is the owner of a building known as the Saginaw Recreation Center on the property located at 633 West McLeroy Blvd, Saginaw, Texas 76179.
      1. The classrooms at the Recreation Center are designated as A, B, C and D on **Exhibit "A"** attached hereto and incorporated herein fully by reference.
      2. The classrooms at the Recreation Center will easily hold 20 seated students. Unseated capacity per room is 123.
    - ii. The City is the owner of a building known as the Saginaw Senior Center (Log Cabin) on the property located at 405 South Belmont, Saginaw, Texas 76179.
      1. The classrooms at the Senior Center are designated as A and B on **Exhibit "B"** attached hereto and incorporated herein fully by reference.
      2. The classrooms at the Senior Center will easily hold 20 seated students. Unseated capacity per room is around 50.
    - iii. The City shall furnish each available classroom with desks or tables, chairs, and other furnishings appropriate to a classroom and in quantities sufficient to accommodate 20 students and one instructor.
  - b. The City shall make at least one of the aforementioned rooms available to TCCD

at each location for classes and incorporated herein fully by reference. This schedule may be modified by mutual agreement in writing.

- c. The City shall provide reasonable and customary building services, including but not limited to internet access, utilities, and custodial service.
- d. The City shall maintain and repair external and major functions of the building to include, but not limited to, air conditioning, heating, roof, parking lots, and lighting.
- e. There shall be no charge to TCCD for any of these services or for the use of the facilities.
- f. The City shall maintain the following insurance or ability to self-insure, at its sole cost and expense:
  - i. commercial general liability insurance applicable to the Recreation Center and Senior Center buildings which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000;
  - ii. causes of loss-special form (formerly "all-risk") property insurance covering any personal property of the City within the Recreation Center and Senior Center buildings in the amount of full replacement cost thereof;
  - iii. \$50,000 Bodily Injury per person, \$500,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and
  - iv. workers' compensation insurance as required by applicable statute.

The foregoing insurance and any other insurance carried by the City may be affected by a policy or policies of blanket insurance and shall be for the sole benefit of the City and under the City's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.

III. **TCCD** will provide the following services:

- a. Audio-visual equipment for instruction, as needed.
- b. Qualified and experienced instructors to teach Continuing Education and Credit courses.
- c. Use the facilities only for classes and related educational purposes. Any other use shall require the prior written consent of the City.
- d. Accept the building "as is", subject to the City's repair and maintenance

obligations set forth above.

- e. TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense:
  - i. commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000;
  - ii. causes of loss-special form (formerly "all-risk") property insurance covering any personal property of TCCD within the Recreation Center and Senior Center buildings in the amount of full replacement cost thereof;
  - iii. \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and
  - iv. workers' compensation insurance as required by applicable statute.

The foregoing insurance and any other insurance carried by TCCD may be affected by a policy or policies of blanket insurance and shall be for the sole benefit of TCCD and under TCCD's sole control. The City shall have no right or claim to any proceeds thereof or any rights thereunder.

Should either party elect to self-insure, that party shall provide the other with relevant endorsements demonstrating such party's ability to self-insure.

#### IV. **Clery Act Compliance**

TCCD is solely responsible for compliance with the requirements of 20 U.S.C. § 1092(f), also known as the "Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act" (the "Act"). For purposes of the Act, TCCD may provide training to City personnel free of charge to assist in collaborating with TCCD's duty to comply with the Act. Likewise, for purposes of the Act, City personnel are not campus security authorities and shall not be designated as such. TCCD may provide, at its own cost, campus security personnel, police, or other third party TCCD authorized campus security authorities for compliance with the Act during the times in which TCCD is in control of the campus. Accordingly, TCCD shall be responsible for violations of the safety and security-related regulations under the Act or any other rule or regulation enforced by the U.S. Department of Education while TCCD is in control of the campus.

- V. This MOU shall begin on January 1, 2016, and may be terminated at the end of the class term with the mutual agreement of both parties. Any agreed upon termination date will be calculated to ensure that all students enrolled in the program are given ample time to complete the program before the MOU is terminated.

**AUTHORIZED REPRESENTATIVES:**

**For: City of Saginaw**

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Gary Brinkley, Mayor  
City of Saginaw

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Date

**For: Tarrant County College**

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Lisa L. Benedetti,  
Dean of Humanities Division  
Tarrant County College Northwest Campus

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Date

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Elva LeBlanc, PhD., President  
Tarrant County College Northwest Campus

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Date

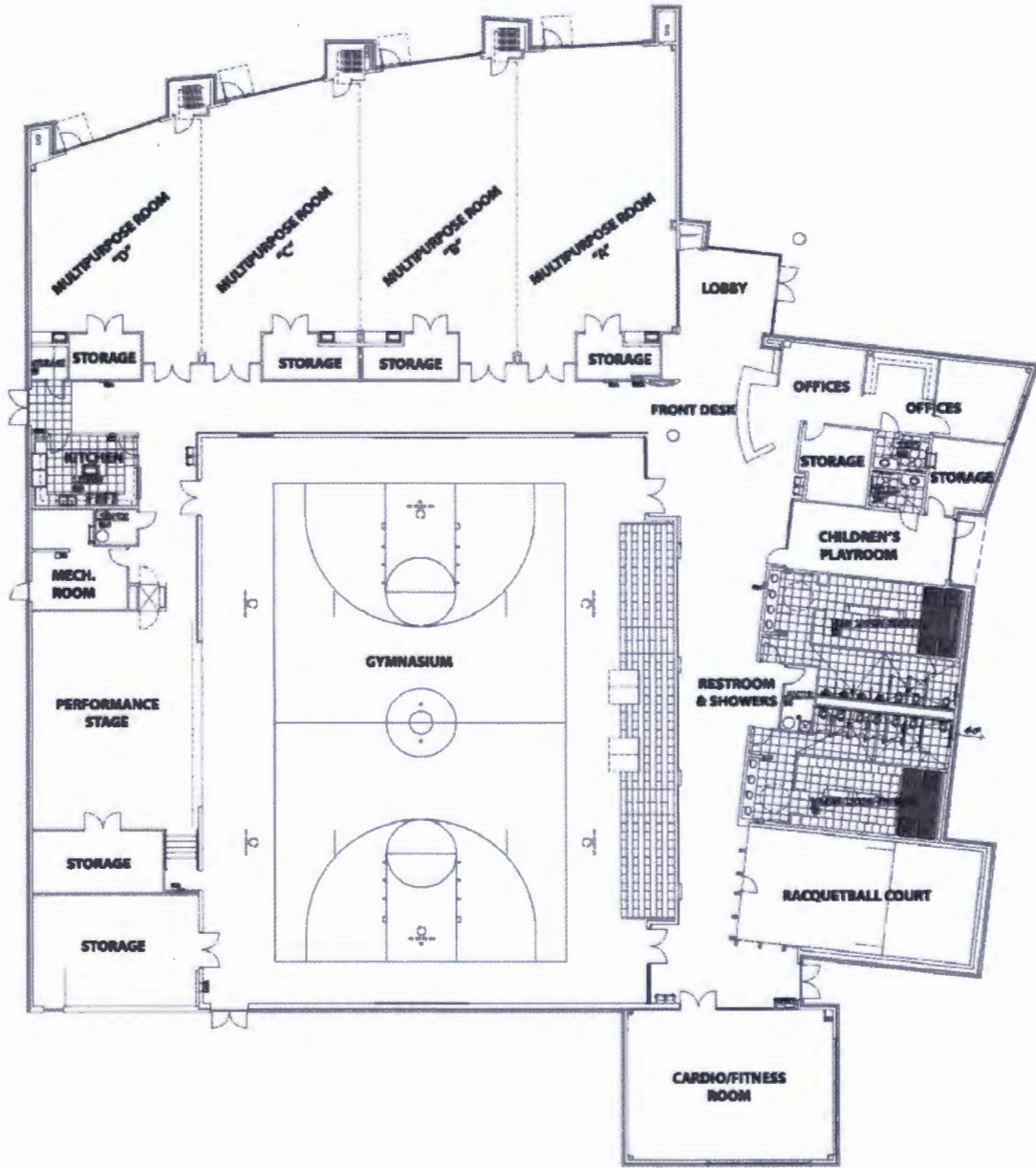
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Joy Gates-Black, Vice Chancellor of Student Success and  
Academic Affairs  
Tarrant County College

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Date

# Exhibit A





# Exhibit B

Architectural floor plan of a building, showing structural elements, rooms, and annotations. The drawing includes a title block with project details and a professional seal.

**PROJECT INFORMATION:**

- NO. 708 - COMMUNITY CENTER CENTER
- NO. 100 - 100 - 100 - 100
- NO. 100 - 100 - 100 - 100

**PROFESSIONAL INFORMATION:**

- NO. 100 - 100 - 100 - 100
- NO. 100 - 100 - 100 - 100

**SEAL:** [Professional Seal]

**NOTES:**

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**GENERAL NOTES:**

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**LEGEND:**

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