Regular Meeting-Board of Trustees
Midland College
November 17, 2026 4:00 pm
Gibson Board Room

AGENDA

Call to Order

Public Comments

Introduction of Men's Basketball Team – Coach Isaac Fontenot-Amedee

Pre-K and Education – Shelly Haney

Consent Agenda

A. Minutes of the Board Meeting on October 20th, 2026
B. Approval to Serve Alcoholic Beverages at Upcoming Events
C. Monthly Financial Reports through October 31st, 2026

Discussion Item

Annual Security Report – Chief Borgstedte

Action Items

A. Switches
B. Air Handlers
C. Turf for Baseball
D. Resuscitation Quality Improvement Subscription Program

President's Updates

A. Monthly Donation Report
B. Employment of Non-Contractual Full-Time Employees
C. Resignations and Retirements – Non-Contractual Full-Time Employees and Contractual Employees at the End of the Contract Term
D. TASB LEGAL Policy Update 52
E. Upcoming Events –Next Board Meeting December 15th, 2026
   Fall Commencement December 11th, 2026

Executive Session

The Board will convene into Executive Session under the provision of Texas Government Code §551.072 (Real Property). The Executive Session will not be open to the public.

Other Action Items

A. Consideration and Approval of Purchase and Sale Agreement with MISD Relating to Acquisition of the Boneyard Property

Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, subchapters D and E or Texas Government code §418.183(f). 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.

Regular Meeting-Board of Trustees
Midland College
November 17, 2026 4:00 pm
Gibson Board Room-Pevehouse Administration Building

COMMUNICATIONS TO THE BOARD

1. **Call to Order**

2. **Public Comments**

3. **Introduction of Men's Basketball Team – Coach Isaac Fontenot-Amedee**

4. **Pre-K and Education – Shelly Haney**

5. **Consent Agenda**
   A. Minutes of the Board Meeting on October 20th, 2026
   B. Approval to Serve Alcoholic Beverages at Upcoming Events
   C. Monthly Financial Reports through October 31st, 2026

6. **Discussion Item**
   Annual Security Report – Chief Borgstedte

7. **Action Items**
   A. Switches
   Administration recommends that the Board of Trustees authorize the purchase of IP camera network switching equipment, related licenses, support, power supplies, network modules, and accessories from Trace3 for a total amount of $158,815, through the Region 18 Purchasing Cooperative.

   B. Air Handlers
   Administration recommends that the Board of Trustees authorize the President to enter into an agreement with Trane U.S. Inc. for the turnkey replacement of three air handling units: AHU-3 and AHU-4 at the Student Center and AHU-5B1 at the Technology Center, for a total cost of $901,235. The purchase will be made utilizing OMNIA Racine Contract No. 3341.

   C. Turf for Baseball
   Administration recommends that the Board of Trustees authorize the President to enter into an agreement with Hellas Construction, Inc. for the replacement of the synthetic turf at the Midland College baseball infield, including related site improvements, for an amount not to exceed $382,448.

   The final purchase will be made through an applicable Texas Interlocal Purchasing System (TIPS) cooperative purchasing contract.

   D. Resuscitation Quality Improvement Subscription Program
   Administration recommends that the Board of Trustees authorize the purchase of Resuscitation Quality Improvement (RQI) training subscriptions from RQI Partners, LLC to provide customized resuscitation training for Midland Memorial Hospital employees through the College's participation in the Skills Development Fund (SDF) consortium grant.

   The purchase includes RQI Provider BLS, ALS, and PALS subscriptions, as well as RQI for Neonatal Resuscitation Program (NRP) training. The invoice reflects a 24-month contract term with the current annual subscription billing totaling $208,374.

8. **President's Updates**
   A. Monthly Donation Report
   Included from October 9, 2026 to November 10, 2026

   B. Employment of Non-Contractual Full-Time Employees
   For your information, the following resignations have been received and were approved

from the following full-time employees who held the position shown.

Lisa Hays	Administrative Assistant Applied Technology
Gitsy Moron Vasqez	Director-Business and Economic Development Center
Eric Whitley	Senior Programmer and Technology Analyst

For your information, the following retirements have been received and were approved from the following full-time employees who held the positions shown.

Lance Campbell Faculty Automotive Technology WRTTC

C. Resignations and Retirements – Non-Contractual Full-Time Employees and Contractual Employees at the End of the Contract Term
For your information, I have approved the full-time non-contractual employment of the following individuals in the positions shown.

Karla Marquez	Teacher Lab Instructor-HlGCC
Mireya Montoya	Coordinator Student Accounts
Katryna Moreno	Teacher Lab Instructor-HlGCC
Dustin Smith	Director Area Health Education

For your information, I have approved the full-time non-contractual employment changes of the following individual(s) to the positions shown.

Bella Goodman	Accountant
Alfonso Venegas	Admin Asst II Dean of Admissions, Advising and Retention

D. TASB LEGAL Policy Update 52
Explanatory Notes are included for your review.

E. Upcoming Events –Next Board Meeting December 15th, 2026
Fall Commencement December 11th, 2026

9. Executive Session
The Board will convene into Executive Session under the provision of Texas Government Code §551.072 (Real Property). The Executive Session will not be open to the public.

10. Other Action Items
A. Consideration and Approval of Purchase and Sale Agreement with MISD Relating to Acquisition of the Boneyard Property

11. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, subchapters D and E or Texas Government code §418.183(f). 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.

Regular Meeting Minutes
Board of Trustees
Midland College
October 20, 2026 4:00 pm

A regular meeting of the Board of Trustees of Midland College was held October 20, 2026, beginning at 4:00 p.m. in the Gibson Board Room at 3600 N. Garfield Midland, TX 79705.

Chair Steve Kiser called the meeting to order at 4:00 p.m. Other members present included Mr. Adrian Carrasco, Ms. Linda Cowden, Mr. Scott Kidwell and Mr. Jacobe Kendrick.

Those absent include Mrs. Charlene McBride, Mrs. Christine Foreman, Mr. Scott Lynch, and Mr. Mike Oestmann.

Public Comments
There were no public comments.

Human Resources Recognition Month – Jeff Chambers
Jeff Chambers took a moment to recognize employees in our Human Resources department and their dedication.

Consent Agenda
Ms. Cowden made a motion to approve the consent agenda. Mr. Kidwell seconded the motion which was approved unanimously.

A. Minutes of the Board Meeting on September 15th, 2026
B. Permission to Serve Alcoholic Beverages at Serve Midland Event on November 3rd, 2026
C. Monthly Financial Reports through September 30th, 2026

Action Items

A. Annual Purchasing Co-Operatives
Mr. Carrasco made a motion to authorize Midland College to utilize eligible cooperative purchasing programs and purchasing networks, as permitted by Texas law and College purchasing policies, as procurement vehicles when such contracts are determined to provide the best value, support operational efficiency, and meet competitive procurement requirements. Ms. Cowden seconded the motion which was carried unanimously.

The approved cooperative purchasing programs would include:
HCDE Choice Partners
OMNIA Partners
State of Texas Cooperative Purchasing Program
BuyBoard
Texas Department of Information Resources (DIR)
Texas Interlocal Purchasing System (TIPS/TAPS)
Texas Procurement and Support Services (TPASS)
Texas State Travel Management Program (TSTMP)
Region 18 Education Service Center (ESC)
Region 19 Education Service Center (Allied States Cooperative)
Region 16 Education Service Center (TexBuy)
Purchasing Association of Cooperative Entities (PACE)
U.S. General Services Administration (GSA) (limited use only)

B. TurnItIn Renewal
Ms. Cowden made a motion to authorize the President to execute the renewal agreement with Turnitin, LLC for continued access to the College's plagiarism detection, originality verification, grading, and academic integrity software services. The renewal will provide uninterrupted access to Turnitin Feedback Studio Enterprise and Turnitin Originality Enterprise through September 2, 2029. Mr. Carrasco seconded the motion which was carried unanimously.

C. Consideration and Approval of Purchase and Sale Agreement with MISD Relating to Acquisition of the Boneyard Property
This item is being tabled.

D. Administrator Agreements
Mr. Carrasco made a motion to approve the employment agreement for Victoria Edwards, Dean of Community Outreach and Engagement (Title Change). Notwithstanding said Board action, no agreement of employment shall be or become in effect unless and until signed by the President, on behalf of the College, and by said employee and delivered to the President.

Hector Govea, Director of Institutional Research, was added to this document in error. He will not be receiving an administrator employment agreement and should be added to Item B under President's Updates.

E. ACCT Voting Delegate
Mr. Carrasco made a motion for Scott Lynch to represent Midland College as the ACCT Voting Delegate. All those present were in favor.

President's Updates

A. Monthly Donation Report
From September 11, 2026 to October 14, 2026

B. Employment of Non-Contractual Full-Time Employees
For your information, Dr. Kennedy has approved the full-time non-contractual employment of the following individuals in the positions shown.

Janie Campos	Associate Director - Grant Accounting
William Cookman	Coordinator Reference/Library
Kimberly Gonzalez	Administrative Assistant Facilities and Grounds
Shannen Menix	Clerk Library
Ricky Randle	Grounds Working Foreman
Jamal Rankins	Manager - Residence Hall
Eliora Wilson	Specialist Admissions

For your information, Dr. Kennedy has approved the full-time non-contractual employment changes of the following individual(s) to the positions shown.

Frank Muniz	Coordinator Geology/Physics Laboratory

C. Resignations and Retirements– Full-Time Non-Contractual and Contractual Employees at the End of the Contract Term
For your information, the following resignations have been received and were approved from the following full-time employees who held the position shown.

Kaitlen Ahrlett	Assistant Teacher Pre-K Academy
Lance Campbell	Automotive Technology Faculty-WRTTC
Courtney Fairchild	Director Compliance and Operations
Lorena Garcia	Police Officer
Cynthia Hernandez	Accountant Fixed Assets
Karissa Kienast	Director Professional Learning
Selena Torres	Administrative Assistant II-Dean of Admissions, Advising and Retention

For your information, the following retirements have been received and were approved from the following full-time employees who held the positions shown.

Minerva Miranda	Teacher Lab Instructor HLGCC
Fulton Poston	Manager Residence Hall
Mary Williams	Faculty English

D. Midland College Tennis Association

E. Board Training Plan
Proposed Board Onboarding Training Plan enclosed.

F. Board Self-Evaluation

The Board of Trustees continues to rank themselves highly, between 4-5 on a 5-point scale. Continued priorities are communication between board-to-board, CTE, and community partnerships.

G. Annual Title IX – CEO Report

H. Upcoming Events –Next Board Meeting November 17th, 2026

Adjournment
The Board adjourned at 4:20 p.m.

DATED AND APPROVED THIS 17th DAY OF NOVEMBER, 2026.

_____
CHAIRPERSON, BOARD OF TRUSTEES
MIDLAND COMMUNITY COLLEGE TRUSTEES

ATTEST:

_____
SECRETARY, BOARD OF TRUSTEES
MIDLAND COMMUNITY COLLEGE DISTRICT

Midland College

Office of the President

Memo

To: Dr. Damon Kennedy, President

From: Jeff Chambers, Vice President of Administrative Services

Re: Request to Serve Alcoholic Beverages

Date: November 10, 2026

Approval is requested to serve alcoholic beverages at the annual employee Christmas party on December 4th, 2026.

MIDLAND COLLEGE IS AN EQUAL OPPORTUNITY EMPLOYER/EDUCATOR
Midland College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award certificates and associate and baccalaureate degrees Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Midland College

Midland College

Office of the President

Memo

To: Dr. Damon Kennedy, President

From: Jeff Chambers, Vice President of Administrative Services

Re: Request to Serve Alcoholic Beverages

Date: November 10, 2026

Approval is requested to serve alcoholic beverages at the CTE Groundbreaking Ceremony & Reception on December 9th, 2026.

3600 N. Garfield • Midland, Texas 79705-6399 • (432) 685-4520 • Fax (432) 685-4522 • www.midland.edu

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Midland College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award certificates and associate and baccalaureate degrees Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Midland College

Midland College
Comparative Year-To-Date Operating Revenues
October 31, 2026
(16.67% of Year Completed) Unaudited

	Fiscal Year 2025-2026			Fiscal Year 2026-2027		
Source of Funds	**Total Received**	**Actual thru October**	**Percent Received**	**Original Budget**	**Actual thru October**	**Percent Received**
State Appropriation	10,356,377	5,038,684	48.65%	10,206,653	5,093,391	49.90%
Ad Valorem Taxes	47,173,881	827,541	1.75%	49,763,815	192,587	0.39%
Tuition and Fees	13,435,831	7,090,861	52.78%	14,006,313	7,744,022	55.29%
Other Income	22,472,838 *	775,343	3.45%	4,798,275	405,716 *	8.46%
Auxiliary	1,397,284	580,219	41.52%	1,830,500	803,324	43.89%
Total Unrestricted and Auxiliary	**94,836,211**	**14,312,648**	**15.09%**	**80,605,556**	**14,239,040 ** **	**17.67%**
Restricted Funds	21,763,129	5,421,684	24.91%	18,725,807	5,016,524	26.79%
Total Revenue	**116,599,340**	**19,734,332**	**16.92%**	**99,331,363**	**19,255,564 ** **	**19.39%**

* See Drilling Revenue Received Report
** These represent unaudited financials and do not reflect all entries that are required to be made for the end of the year.

Midland College
Comparative Year-To-Date Operating Expenses
October 31, 2026
(16.67% of Year Completed) Unaudited

	Fiscal Year 2025-2026			Fiscal Year 2026-2027		
	Total Expended	**Actual thru October**	**Percent Expended**	**Original Budget**	**Actual thru October**	**Percent Expended**
Instruction	22,003,545	3,221,034	14.64%	23,186,240	2,817,556	12.15%
Public Service/Extension	4,886,430	618,278	12.65%	4,790,488	715,386	14.93%
Academic Support	7,075,525	1,652,332	23.35%	8,304,265	1,502,542	18.09%
Student Services	5,525,453	646,238	11.70%	6,214,203	872,471	14.04%
Institutional Expense	13,418,084	2,547,633	18.99%	18,836,917	2,572,025	13.65%
Physical Plant	18,336,794 *	2,742,731	14.96%	11,450,794	1,888,145 *	16.49%
Auxiliary	5,434,725	1,387,934	25.54%	6,180,686	1,422,453	23.01%
Transfers	1,505,516	773,311	51.37%	1,641,963	543,880	33.12%
Total Unrestricted and Auxiliary	**78,186,072**	**13,589,491**	17.38%	**80,605,556**	**12,334,458**	**15.30%**
Restricted Funds	23,049,244	7,780,144	33.75%	14,485,653	7,617,613	52.59%
Total Current Fund Expenses	**101,235,316**	**21,369,635**	**21.11%**	**95,091,209**	**19,952,071 ****	**20.98%**

* See Dorm Project Expenditure Report
** These represent unaudited financials and do not reflect all entries that are required to be made for the end of the year.

Midland College

Comparative Year-To-Date Operating Expenses

By Natural Expense Classification
Unrestricted and Auxiliary Funds Only
October 31, 2026
(16.67% of Year Completed) Unaudited

	Fiscal Year 2025-2026			Fiscal Year 2026-2027		
	Total Expended	**Actual thru October**	**Percent Expended**	**Amended Budget**	**Actual thru October**	**Percent Expended**
Salaries & Benefits						
Non-Faculty Salary-FT	21,233,166	2,599,395	12.24%	23,328,269	3,393,558	14.55%
Non-Faculty Salary-PT	1,097,717	122,540	11.16%	3,281,254	144,499	4.40%
Faculty & Lab Salaries-FT	11,776,588	1,856,835	15.77%	12,241,037	2,131,885	17.42%
Faculty & Lab Salaries-PT	5,281,640	718,656	13.61%	4,226,828	113,208	2.68%
Staff Benefits	9,232,019	1,252,162	13.56%	10,132,196	1,487,603	14.68%
Subtotal Salaries & Benefits	**48,621,130**	**6,549,588**	**13.47%**	**53,209,584**	**7,270,753**	**13.66%**
Contracted Services	4,107,779	645,211	15.71%	4,345,163	956,739	22.02%
Utilities	2,108,530	127,625	6.05%	1,945,400	261,161	13.42%
Supplies and Consumables	2,443,422	316,326	12.95%	2,366,075	177,463	7.50%
Other Operating	9,325,919	3,656,834	39.21%	13,553,036	1,890,718	13.95%
Travel & Professional Development	693,638	58,604	8.45%	953,494	29,964	3.14%
Equipment and Capital Outlay	8,086,848 *	845,156	10.45%	1,039,443	530,113 *	51.00%
Scholarships & Financial Aid (Unrestricted)	1,293,290	616,836	47.70%	1,551,398	673,667	43.42%
Debt Covenant and Other Transfers	1,505,516	773,311	51.37%	1,641,963	543,880	33.12%
Total Unrestricted and Auxiliary	**78,186,072**	**13,589,491**	**17.38%**	**80,605,556**	**12,334,458 ** **	**15.30%**

* See Dorm Project Expenditure Report
** These represent unaudited financials and do not reflect all entries that are required to be made for the end of the year.

Midland College
Approved Projects from Net Position Reported in Operating Expenses
October 31, 2026
(16.67% of Year Completed) Unaudited

	Fiscal Year 2026-2027			
	Final Approved	2024-2026 Actual	Actual thru October	Percent Expended
Dorm Renovation Project				
Reported within Physical Plant / Equipment & Capital Outlay	10,526,854	9,959,013	503,155 *	99.39%

Midland College
Net Position Estimate

Unrestricted Net Assets (Adjusted) 8-31-2025	**55,257,019**
Current Year Estimates	
Revenue	78,574,521
Expenditure	74,032,290
2025-2026 Year Estimated Addition/(Subtraction) to Net Assets	4,542,231
Expenditures Approved from Net Position	
O'Shaughnessy Remodel	790,987
Campus-wide Monitoring System	1,174,132
Estimated Net Assets (Adjusted) 8-31-2026	**57,834,131**
Reserve Requirement (50% of 26-27 Operating Budget)	40,302,778
Estimated Amount in Excess of Requirement	**17,531,353**
Applied Technology Project	
Revenue Received:	
Oli and Gas Revenue Received to Date	
Expenditures Committed to:	
Architect Services	3,021,829
Pre-Costruction Agreement	195,000
Amount Remaining	**(3,216,829)**

Midland College
Approved Purchase Orders $50,000 - $100,000
October 31, 2026
(16.67% of Year Completed) Unaudited

Purchas Order Number	Vendor	Description/Project	Amount	Date Approved	State Purchasing Method
No Purchase Orders to Report					

Purchase Request
Regular Board Meeting November 17, 2026
Consideration of Approval to Purchase Switches and Network Equipment
Amount: $158,815

PURCHASE RECOMMENDATION

Administration recommends that the Board of Trustees authorize the purchase of IP camera network switching equipment, related licenses, support, power supplies, network modules, and accessories from Trace3 for a total amount of $158,815, through the Region 18 Purchasing Cooperative.

BACKGROUND

The College's security camera system requires reliable network infrastructure to connect and support IP cameras throughout the campus. The proposed purchase will provide updated network switching equipment needed to support camera connectivity, power delivery, network capacity, and system reliability.

The proposal from Trace3 includes:

- Eight Cisco Catalyst 9300 48-port PoE+ switches;
- One Cisco Catalyst 9300 48-port multigigabit switch;
- One Cisco Catalyst 9200 48-port PoE+ switch;
- One Cisco Catalyst 9200 compact 12-port PoE+ switch;
- Three-year Cisco DNA Essentials and Advantage licenses;
- Manufacturer support for the proposed switches; and
- Network modules, optical modules, power supplies, stacking kits, cables, and related mounting accessories.

The equipment will provide Power over Ethernet connectivity and switching capacity for the College's IP camera network while supporting centralized network management and ongoing manufacturer support.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

$158,815 purchase will be provided from the College's Fund Balance.

ATTACHMENTS

Region 18 Cooperative Quote submitted

Trace3
8180 Lakeview Center
Odessa, TX 79765
Phone: 432-5617200
Fax:
Web: www.trace3.com

IP Camera Switching

IP Camera Switching	Quote #106441 v1

Prepared For:

MIDLAND COLLEGE
Charles Velasquez
3600 N. GARFIELD
MIDLAND, TX 79705

P: (432) 686-4824
E: velasquez@midland.edu

Ship To:

MIDLAND COLLEGE
Charles Velasquez
3600 N. GARFIELD
MIDLAND, TX 79705

P: (432) 686-4824
E: velasquez@midland.edu

Date Issued:	**11.10.2026**
Expires:	**12.10.2026**
Payment Terms:	**Net 30 Days**
Rep:	**CB Notley**
Email:	**cb.notley@trace3.com**
Phone:	**432-561-7216**

Ln#	Item	Description	Price	Qty	Ext. Price
1	SFP-10/25G-LR-S=	**10/25GBASE-LR SFP28 Module**	$998.00	4	$3,992.00
2	C9200CX-12P-2X2G-E	**Catalyst 9000 Compact Switch 12-Port PoE+, 240W, Essentials**	$1,720.00	1	$1,720.00
3	CON-SW-C920CXPO	**BAS NO RMA Catalyst 9000 Compact Switch 12-Port PoE+, 240W,**	$606.00	1	$606.00
4	C9200CX-DNAE12-3Y	**C9200CX Cisco DNA Essentials, 3Y Term License, 12P**	$202.00	1	$202.00
5	C9200-48P-E	**Catalyst 9200 48-port PoE+, Network Essentials**	$3,970.00	1	$3,970.00
6	CON-SW-C92048PE	**BAS NO RMA Catalyst 9200 48-port PoE+, Network Essentials**	$1,779.00	1	$1,779.00
7	PWR-C6-1KWAC/2	**1KW AC Config 6 Power Supply - Secondary Power Supply**	$1,587.00	1	$1,587.00
8	C9200-DNA-E-48-3Y	**C9200 Cisco DNA Essentials, 48-port - 3 Year Term License**	$743.00	1	$743.00
9	C9200-STACK-KIT	**Cisco Catalyst 9200 Stack Module**	$797.00	1	$797.00
10	STACK-T4-1M=	**1M Type 4 Stacking Cable**	$168.00	1	$168.00
11	STACK-T4-3M=	**3M Type 4 Stacking Cable**	$252.00	1	$252.00
12	STACK-T1-50CM=	**50CM Type 1 Stacking Cable**	$77.00	6	$462.00
13	STACK-T1-1M=	**1M Type 1 Stacking Cable**	$143.00	6	$858.00
14	STACK-T1-3M=	**3M Type 1 Stacking Cable**	$219.00	1	$219.00
15	CAB-SPWR-30CM=	**Catalyst Stack Power Cable 30 CM Spare**	$82.00	6	$492.00
16	CAB-SPWR-150CM=	**Catalyst Stack Power Cable 150 CM Spare**	$167.00	6	$1,002.00
17	C9300-NM-2Y=	**Catalyst 9300 2 x 25GE Network Module, spare**	$1,978.00	4	$7,912.00
18	C9300-48P-A	**Catalyst 9300 48-port PoE+, Network Advantage**	$8,226.00	8	$65,808.00
19	CON-SW-C93004PA	**BAS NO RMA Catalyst 9300 48-port PoE+, Network Advantage**	$2,742.00	8	$21,936.00

Trace3
8180 Lakeview Center
Odessa, TX 79765
Phone: 432-5617200
Fax:
Web: www.trace3.com

IP Camera Switching

Ln#	Item	Description	Price	Qty	Ext. Price
20	PWR-C1-1100WAC-UP	**Upgrade option 1100W AC 80+ platinum Config 1 Power Supply**	$444.00	8	$3,552.00
21	C9300-DNA-A-48-3Y	**C9300 DNA Advantage, 48-Port, 3 Year Term License**	$2,599.00	8	$20,792.00
22	C9300-48UXM-A	**Catalyst 9300 48-port(12 mGig, 36 2.5Gbps) Network Advantage**	$13,640.00	1	$13,640.00
23	CON-SW-C93A048M	**BAS NO RMA Catalyst 9300 48-port(12 mGig, 36 2.5Gbps) Networ**	$3,672.00	1	$3,672.00
24	C9300-DNA-A-48-3Y	**C9300 DNA Advantage, 48-Port, 3 Year Term License**	$2,599.00	1	$2,599.00
25	RACKMNT-19-CMPACT=	**19 in Rackmount for 9200CX switches**	$55.00	1	$55.00
R18-2026-03-000060					
				Subtotal:	**$158,815.00**

Quote Summary	Amount
	$158,815.00
Total:	**$158,815.00**

This Quote constitutes a written offer issued by the Trace3 entity listed herein (“Trace3”) to sell the above equipment and/or services to the client named herein (“Client”). This Quote is governed by either (i) the terms of the written agreement between Client and Trace3 governing Client’s purchases from Trace3 (if any), (ii) the applicable terms and conditions located at www.trace3.com/legal, or (iii) the terms and conditions of the contract vehicle referenced herein, and is further subject to the terms and conditions below; provided, to the extent the following terms and conditions conflict with, are preempted by, or are otherwise precluded by the terms of the contract vehicle referenced herein, such term shall be void and of no force or effect.

1. Trace3 will use commercially reasonable efforts to maintain quoted prices through the expiration date set forth above; provided, pricing may be changed by Trace3 immediately upon notice in the event of price changes from the applicable products distributor or manufacturer.
2. Quoted amounts for consumption-based purchases are estimates only and Client will pay Trace3 any additional amounts due based on actual consumption during the applicable billing period.
3. Unless specifically itemized, quoted amounts exclude shipping and sales taxes, which will be charged on all shipments and invoiced to Client. Client is responsible for submitting exemption certificates for sales tax-exempt purchases.
4. Acceptance of this Quote is expressly limited to the terms set forth herein. Client may accept this Quote by executing it below or issuing a purchase order. Any pre-printed or other terms and conditions included with or in Client’s purchase order will have no effect whatsoever and are rejected by Trace3. If Client requires a purchase order to be provided to Trace3 to enable invoicing and Client fails to deliver a purchase order prior to shipment of the applicable products (including electronic delivery, where applicable), Client’s execution of the Quote will constitute Client’s approval for Trace3 to invoice Client.
5. Upon acceptance of this Quote, Client agrees to purchase and pay Trace3 for the quoted items above and Client acknowledges that all product, software, and OEM support and maintenance purchases are final unless cancellation or return is pre-approved by Trace3 and the applicable OEM.
6. Use of the equipment and/or services referenced above is subject to the applicable end-user license agreement of the manufacturer.

Trace3
8180 Lakeview Center
Odessa, TX 79765
Phone: 432-5617200
Fax:
Web: www.trace3.com

IP Camera Switching

Acceptance	
MIDLAND COLLEGE	
Signature / Name	Initials
Date	
PO Number	

Purchase Request
Regular Board Meeting November 17, 2026
Consideration of Approval to Purchase Air Handling Units
Amount: $901,235

PURCHASE RECOMMENDATION

Administration recommends that the Board of Trustees authorize the President to enter into an agreement with Trane U.S. Inc. for the turnkey replacement of three air handling units: AHU-3 and AHU-4 at the Student Center and AHU-5B1 at the Technology Center, for a total cost of $901,235. The purchase will be made utilizing OMNIA Racine Contract No. 3341.

BACKGROUND

The existing AHU-3 and AHU-4 serving the Student Center and AHU-5B1 serving the Technology Center are planned for replacement as part of the College's ongoing major renovation and facility improvement program. The replacement of these units will modernize critical HVAC infrastructure and is expected to improve system reliability, energy efficiency, indoor air quality, and temperature and humidity control.

The proposal from Trane U.S. Inc. provides a turnkey solution that includes demolition and disposal of the existing air handlers; furnishing, assembly, and installation of the new equipment; reconnection of hydronic piping, electrical wiring, and controls; controls programming and monitoring devices; equipment supports; pre- and post-installation airflow testing; and equipment startup.

The proposed pricing is $290,140 for AHU-3, $299,480 for AHU-4, and $311,615 for AHU-5B1, for a combined project cost of $901,235.

The purchase will be made through OMNIA Partners under OMNIA Racine Contract No. 3341, providing the College with an established cooperative purchasing vehicle for the project.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

$901,235 project will be provided from the College's Major Renovations funds.

ATTACHMENTS

Omnia Cooperative Quote submitted

Trane Turnkey Proposal

Turnkey Proposal For:
Midland College

Local Trane Office:
Trane U.S. Inc.
8308 Upland Avenue
Lubbock, TX 79404

Local Trane Representative:
Rusty Reeves
Office Phone: (940) 550-5840

Proposal ID: 8637663
COOP Quote Number: L5-02-10640-26-001
COOP or Federal Contract ID: OMNIA Racine #3341

Date: November 4th, 2026



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Midland College reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Midland College to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Midland College should expect from this project are highlighted below.

- Improved indoor air quality with modern filtration features.
- Increased energy efficiency that lowers long-term operating costs.
- Enhanced reliability and reduced risk of unexpected downtime
- Better temperature and humidity control for improved occupant comfort.
- Extended equipment lifespan through modern, high-efficiency design.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is $1,207,394.00 USD. This investment will provide Midland College with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Midland College for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Rusty Reeves
Trane U.S. Inc.

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Prepared For:
Midland College

Date:
November 4th, 2026

Job Name:
Midland College AHU Replacements 2027

Proposal ID:
8637663

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:
TACLA23802C

Proposal Expiration Date:
30 Days

Scope of Work

Turnkey Installation of AHU Equipment

1) Installation of four new air-handling units. Two units (AHU-5B1 and AHU-5B2) located at the Technology center and two units (AHU#3 and AHU#4) located at the Student Center.
2) Demolition of existing air handlers and disposal of all parts off site.
3) Assembly of new units on site (three units will ship in two sections and fourth will be knockdown unit).
4) Disconnect and reconnect hydronic piping, valves and electrical wiring.
5) Disconnect and reconnect unit controls conduits, wiring and devices. Install new devices to monitor the following:
    a. Supply and return air temperatures.
    b. Monitor fans status
    c. Monitor Air flow.
6) Controls scope includes programming air handling units' operation sequence and graphics.
7) Removal and re-installation of double door mullions to allow equipment access to mechanical rooms.
8) Installation of new beams to support new air handling units. New beams to be laid on floor and anchored.
9) Performing pre-and-post-installation air flow readings (at the unit level) to confirm new units are performing up to standard.
10) New equipment start-up.

Equipment Scope of Work

Item	Tag(s)	Qty	Description
A1	AHU-3	1	Indoor Air Handling Unit
A2	AHU-4	1	Indoor Air Handling Unit
A3	AHU-5B1	1	Indoor Air Handling Unit
A4	AHU-5B2	1	Indoor Air Handling Unit

Product Data (AHU-5B1 and 5B2):
Multizone Indoor Air Handling Unit
2" double wall construction
R13 injection with foam insulation
460/3-unit voltage

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2” MERV 8 Front load filter – one set
Chilled water-cooling coil
Hot water heating coil
ECM supply fans
Modulating multizone dampers
1 year replacement parts and labor warranty
Factory startup

Product Data (AHU-3 and 4):
Multi-zone VAV Indoor Air Handling Unit – AHU-3 only
Multizone Indoor Air Handling Unit – AHU-4 only
2” double wall construction
R13 injection with foam insulation
208/3-unit voltage
2” MERV 8 Front load filter – one set
Chilled water-cooling coil
ECM supply fans
Modulating multizone dampers – AHU-4 only
1 year replacement parts and labor warranty
Factory startup

Project Inclusions:

1. Trane shall provide all necessary supervision, labor, payroll taxes, insurances, material, and ancillary equipment to ensure a complete installation for the system retrofits as described for this project.
2. Trane will take precautions due to the nature of the work activities being performed to protect adjacent surfaces, floors, walls, desks, etc.
3. All work sequences to comply and coordinate with facilities staff member, department heads and supervisors.
4. Trane will provide and maintain a schedule of the project throughout the duration of the work.
5. Trane will provide the necessary manufacturer’s warranty documentation for the materials and equipment installed under this package of work.
6. Trane shall comply with applicable state and local building codes when performing the work on this project.
7. Trane will coordinate with those code authorities that have jurisdiction for permitting inspections and final acceptance.
8. Trane shall comply with OSHA regulations when performing work on the project.
9. Trane shall comply with manufacturers’ guidelines when performing equipment installation.
10. Customer agrees to perform the removal of stored materials, furniture or any obstacles from the areas where work is to be performed, in advance of the work performed by Trane under this agreement.
11. Customer agrees to perform the removal and or relocation of furnishings from the offices, classrooms, labs, or other occupied spaces where work is to be performed, in advance of the work to be performed by Trane’s coordinated work schedule under this agreement, on an ongoing basis.
12. Customer agrees to the acceptance of portions of the work as they become completed because the customer agrees that they will receive beneficial use of those enhanced, upgraded, remodeled, or improved facilities during the remaining period of construction.
    a. This implies a formal process of walking the enhanced, upgraded, remodeled, or improved facilities. Identification of deficient items, jointly creating a punch list, Trane making the remedy of those punch list items prior to acceptance by the customer.
    b. Customer agrees that it will not unduly withhold acceptance of properly completed portions of the work.
    c. Trane commits to providing a detailed warranty matrix at the conclusion of the project to ensure that all parties agree on the warranty dates for different work items within different buildings.
13. Customer agrees to provide access to the areas of work in a timely manner to facilitate the progress of the work.
14. Trane will ensure that obvious defects in the work or work that does not meet the standards of acceptable construction practice will be remedied prior to final acceptance of the project.
15. Trane will require all construction staff working on the customer premises to wear the proper personal protective equipment (PPE) including but not limited to hardhats, safety glasses, reflective safety vests

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with the company name, gloves, protective footwear, hearing protection, etc. as appropriate for the work being performed.
16. Because customer must maintain normal operations; parking, material staging, and clean-up will be a constraint. Parking spaces will be identified for Trane contractor parking and parking permits will be issued to Trane for contractor parking.
17. Trane is responsible for daily clean-up and disposal of construction debris, packaging materials, pallets, personal trash, or other trash. This construction activity generated trash will be placed in a dumpster provided by Trane.
18. No construction debris will be placed in Customer receptacles or containers.
19. Eating, consuming fluids, or smoking will only be allowed in areas designated by customer.
20. Contractor & Subcontractor employees will not be permitted to smoke, eat, or consume fluids in the work zones.
21. Does not include anything not specifically detailed within this proposal.
22. Proposal does not include day to day work with Third-Party Commissioning Agent unless specified by proposal.
23. Trane will require customer personnel to shut down and start-up any systems that require this in order to perform the work.
24. Customer to make provisions for a material laydown area close to the project site for contractor material staging. Fencing to protect this laydown area is the responsibility of Trane.
25. Source panels shutdowns to be coordinated with the customer to replace new units electrical breakers. These shutdowns are expected to be during normal operating hours. This to be coordinated with the customer.
26. The replacement of the air handling units is expected to be during normal operating hours. This to be coordinated with the customer.

Project Exclusions & Clarifications:

1. Any engineering services, structural engineering or structural verification is excluded unless noted in the scope of work.
2. Texas State Sales, Use or Remodel Taxes are excluded. Our understanding is the customer is tax exempt.
3. After hours security detail or cost for such a detail is excluded.
4. Temporary heating, cooling or electrical power generation equipment or installation is excluded.
5. Demolition, repair, modification or installation of the following systems or system components such as but not limited to, security camera systems, door access control systems, Ethernet cabling, IT networking or Wi-Fi systems, routers, or other systems not specifically part of this installation are excluded.
6. Replacement of floor covering is excluded.
7. Trane excludes bringing existing non-compliant code issues up to current codes unless specifically related to the equipment or materials being installed under this agreement.
8. Trane excludes any work related to fire sprinkler or fire alarm systems.
9. Trane excludes the installation and/or integration of smoke detectors, including any associated wiring or raceways. The existing detectors are assumed to be in good working condition.
10. Trane will require customer personnel to shut down and start-up any systems that require this in order to perform the work.
11. Trane excludes the integration and associated wiring of Fire / fire-smoke and control dampers.
12. Trane excludes the integration of addressable fire alarm devices into an existing or new fire alarm control panel (FACP). Customer is expected to contract this scope directly.
13. Trane excludes furnishing or installing addressable fire alarm devices as part of this program of work.
14. Trane excludes the repair, replacement or rebuilding of customer equipment that is not listed in the equipment lists provided in this document.
15. Trane excludes the removal, remediation, or handling of hazardous or contaminated soils, paints, coatings, adhesives, or other materials as part of this program of work. If suspicious materials are discovered, they will be identified and presented to the customer representative for testing.
16. Trane excludes the correction, repair or remediation of existing code compliance issues uncovered or existing at the facility that are outside the scope of this project work.
17. The cost to provide temporary cooling, heating, or power for the execution of this work or during the execution of this work is excluded

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18. Work required to correct, bring into compliance, or mitigate ADA (American with Disabilities Act) requirements is excluded.
19. Trane excludes Maintenance Bond for this work.
20. This proposal does not include the replacement of chilled water or hot water valves. Proposal assumes existing valves are in good working condition.
21. This proposal does not include the replacement of any zone actuators. Proposal assumes existing actuators are in good working condition.
22. This proposal does not include water treatment cleaning, passivation and/or restoration.

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Pricing and Acceptance

Midland College

Price

Total Net Price *(excluding sales tax)* ..... $1,207,394.00 USD

Select one or more of the following:

- ☐ AHU-3 - $290,140.00 USD
- ☐ AHU-4 - $299,480.00 USD
- ☐ AHU-5B1 - $311,615.00 USD
- ☐ AHU-5B2 - $315,430.00 USD
- ☐ All four air handling units (AHU-3, 4, 5B1 & 5B2) - $1,207,394.00

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Respectfully submitted,

Rusty Reeves
Trane U.S. Inc.
Office Phone: (940) 550-5840

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ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Rusty Reeves	Cell: (940) 550-5840 Proposal Date: November 4th, 2026
CUSTOMER ACCEPTANCE Midland College	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

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TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work
"Trane" or "Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.
1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions, and the final Proposal price ("Proposal Price"). If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.
3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. Pricing and Taxes.
a. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code**. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.
5. Exclusions from Work. Company's obligation is limited to the Work as written and defined under the scope of Work and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company in accordance with the Change of Work process defined hereunder.
6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. Payment. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** Upon execution hereof, the amount set for in the Proposal (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due.; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point, and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
10. Completion. When Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

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a. Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

(1) A lump sum agreed to by Customer and Trane;
(2) Unit prices set forth in this Agreement or subsequently agreed to; or
(3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

(1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
(2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
(3) the costs of renting machinery and equipment, except hand tools;
(4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
(5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses, and inspections are not included in the Proposal, Company will invoice Customer for such costs.

13. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

14. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, contract time, or both.

15. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

16. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal, or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

19. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in

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connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

21. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services, and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

22. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

23. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material, and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

24. Insurance.

a. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers' Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

b. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than $5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

26. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments, or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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27. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

29. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

30. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

31. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10 (0326)
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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
   "Equipment" shall have the meaning set forth in the Agreement.
   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third-Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third-Party Systems. Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

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11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026
Supersedes November 2023v2

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Confidential and Proprietary Information of Trane U.S. Inc..

Purchase Request
Regular Board Meeting November 17, 2026
Consideration of Approval to Purchase Baseball Infield Turf
Amount: $382,448

PURCHASE RECOMMENDATION

Administration recommends that the Board of Trustees authorize the President to enter into an agreement with Hellas Construction, Inc. for the replacement of the synthetic turf at the Midland College baseball infield**,** including related site improvements, for an amount not to exceed $382,448.

The final purchase will be made through an applicable Texas Interlocal Purchasing System (TIPS) cooperative purchasing contract.

BACKGROUND

The existing synthetic turf at the Midland College baseball infield is proposed for replacement to maintain the condition, safety, and long-term functionality of the College's athletic facilities.

The proposed project includes removal and disposal of the existing infield synthetic turf, fine grading of the existing aggregate, installation of approximately 29,109 square feet of maxFLO+ 15mm shock pad and PIVOT synthetic turf, baseball lines and markings, Midland College branding, wear panels at high-use areas, and a 12-year manufacturer's warranty.

The proposal also provides for replacement of approximately 688 linear feet of perimeter turf nailer and, if necessary, relocation of the existing foul poles to provide proper field alignment.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

$382,448 will be provided from the College's Oil and Gas Revenue.

ATTACHMENTS

TIPS Cooperative Quote submitted

September 29, 2026 (Revised COOP November 11, 2026)

Jeff Chambers
Vice President of Administrative Services
Midland College
jchambers@midland.edu
432-685-4529

RE: Midland College – Baseball Infield Proposal
Baseball Infield Synthetic Turf Replacement

Hellas Construction, Inc. is pleased to provide this Scope of Work and Proposal for the above referenced project. Purchase via TIPS 260201 Synthetic Turf or Natural Sports Fields, Grounds, Courts, and Tracks Goods and Services contract.

General Conditions
Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout, and staking for Hellas scope of work.
3. Provide performance and payment bonds.
4. Provide, prior to construction, all required submittals.
5. Provide, prior to construction, synthetic turf shop drawings.
6. Provide final punch-out and clean-up of the completed project.

Owner Responsibilities

1. Provide on-site location for laydown are for Hellas materials.
2. Provide clear unobstructed and exclusive access to the baseball field area for the duration of construction.
3. Contract for materials and soils testing with third-party professional.
4. Pay for all construction permits and utility impact fees generated by construction improvements.
5. Provide as-built plans of the exiting fields and other improvements.

BASE BUDGET PROPOSAL – Infield Synthetic Turf Replacement
Hellas scope of work:

Mobilization | Staging

1. Locate all public utilities through 811 system.

2. Establish a laydown area adjacent to the baseball field.
3. Install security fence to block off Hellas laydown area. The existing ballfield fencing will serve as the security fence for the construction work.

Infield Synthetic Turf Replacement

Hellas scope of work:

Demolition

1. Preserve and protect the existing base anchors and bases, home plate, and pitching rubber.
2. Remove the existing synthetic turf at the infield area, haul offsite for proper disposal.

Site Work

1. *Grading* – Fine grade existing finish aggregate to proper planarity.
2. *Shock Pad* – Provide and install ±29,109 square feet of ***max****FLO+* **15mm** expanded polypropylene shock pad.
3. *Synthetic Turf* - Provide and install ±29,109 square feet of ***PIVOT™*** **100 oz.** blended fiber (parallel XPS, monofilament, thatch) synthetic turf system with the noted installation options listed below.
   - Field Mound turf ***PIVOT™*** **120 oz.**
   - Baseball lines and markings per the attached rendering.
   - MC Logo behind home plate.
   - Two (2) sets of wear panels at the bases, batter's and catcher's boxes and pitcher's landing area. Install one (1) set and provide the owner with one (1) spare set.
   - Gmax testing
   - Provide 12-year manufacturer warranty.

   After synthetic turf installation is complete, Hellas *will provide an operation and maintenance orientation for care of the turf field.*
4. *Close Out*
   a. Remove the security fence at the laydown area.
   b. Install hydroseed at disturbed grass areas abutting the infield synthetic turf.

Budget Proposal for Baseball Infield Synthetic Turf Replacement $364,124.00

This proposal assumes that the existing drainage aggregate and pipe system under the baseball infield turf is fully functional and will not need any repairs or modifications.

Alternate 1 - Perimeter Turf Nailer Replacement

1. *Demolition* – Remove ±688 lineal feet of existing turf nailer, haul offsite for proper disposal.
2. *Nailer* – Provide and install ±688 lineal feet of ***EcoNailer™*** recycled plastic 2" x 4" nailer at turf perimeter.

Alternate 1 - Perimeter Turf Nailer Replacement $9,947.00

Alternate 2 – Move Existing Foul Poles if Necessary for Correct Field Alignment

1. *Demolition* – Remove the existing foul poles and foundations. Haul off existing foundations.
2. *Installation*

a. Construct two new foul pole concrete foundations.
b. Install existing foul poles on new concrete foundations.

Alternate 2 - Move Existing Foul Poles ***$8,377.00***

SUMMARY PROPOSAL

Baseball Infield Synthetic Turf Replacement	
Synthetic Turf Replacement with ***max***FLO+ **15mm** ***& PIVOT™ 100 oz.***	$364,124.00
Alt 1 - Add for Turf Nailer Replacement	$9,947.00
Alt 2 - Add to Move Existing Foul Poles if Necessary	$8,377.00
Total Budget Proposal	***$382,448.00***

Pricing valid for 30 days from the date of this proposal - subject to cancelation after 45 days.

EXCLUSIONS

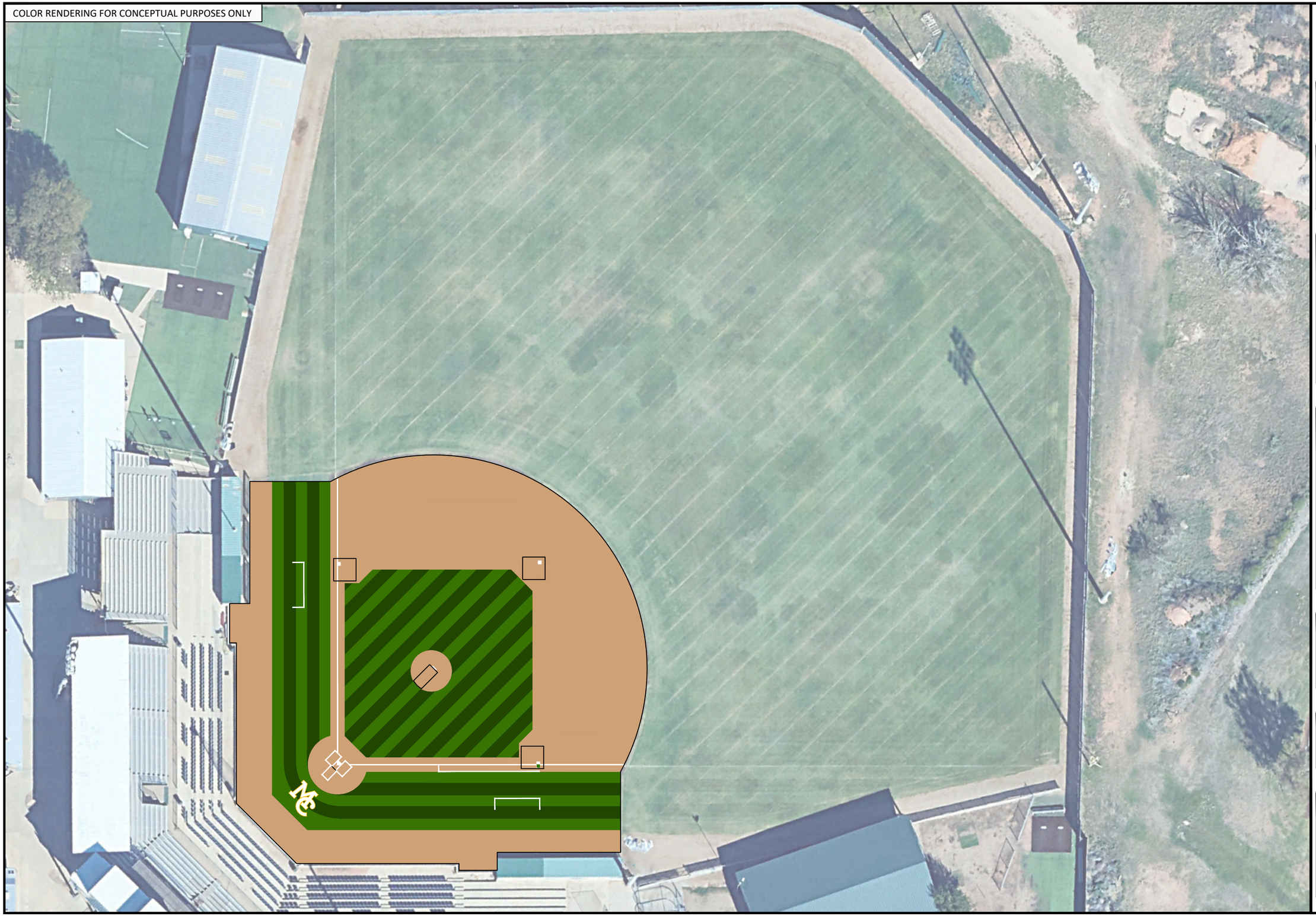
1. Any item of work not specifically listed above.
2. Utility relocation of any kind to allow for proposed scope of work construction.
3. Poor subgrade soils – Hellas will proof roll subgrade to check for subgrade soil stability. Any failing subgrade remediation will be negotiated between the owner and contractor.
4. Geotechnical Investigation.
5. Rock excavation or haul off.
6. Any embankment or processing of imported soils.
7. Any concrete work outside the scope of this proposal.
8. Any electrical work.
9. Any new fence installation.
10. Engineering.
11. Supply or installation of perimeter safety fencing.
12. Site security.
13. Any Allowances or Contingencies.
14. Taxes.
15. Permits.
16. Prevailing wages.
17. Any permits or fees, including any utility impact fees generated by construction improvements.
18. The owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. The contractor is NOT responsible for damage due to typical construction traffic ingress / egress to the construction site.
19. The owner to supply a secure laydown area for Hellas materials.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Please contact this office should you have any questions regarding this quotation. **Hellas Construction, Inc.** looks forward to the award of this project and is eager to work with you.

Jack Adams
Vice President - Estimating

COLOR RENDERING FOR CONCEPTUAL PURPOSES ONLY



TENCATE
tencate-americas.com

OWNER:
Midland College
Christensen Stadium
4300 N Lamesa Rd, Midland, TX 79705
(432) 685-5562

PROJECT:
SYNTHETIC TURF BASEBALL FIELD

PROJECT LOCATION:
MIDLAND, TEXAS

COMMENTS:
All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of TenCate.
Drawing scale accurate ONLY when printed on 11x17 paper. For visual purposes only, actual color may vary.

DRAWN BY:
01 - J. DEL RIO

DATE:
NOVEMBER 5, 2026

REVISION:
11 OPT A

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1

© 2026

SCALE: 1:40

0 20 40 60

Purchase Request
Regular Board Meeting November 17, 2026
Consideration of Approval to Purchase Resuscitation Quality Improvement
Amount: $208,374

PURCHASE RECOMMENDATION

Administration recommends that the Board of Trustees authorize the purchase of Resuscitation Quality Improvement (RQI) training subscriptions from RQI Partners, LLC to provide customized resuscitation training for Midland Memorial Hospital employees through the College's participation in the Skills Development Fund (SDF) consortium grant.

The purchase includes RQI Provider BLS, ALS, and PALS subscriptions, as well as RQI for Neonatal Resuscitation Program (NRP) training. The invoice reflects a 24-month contract term with the current annual subscription billing totaling $208,374.

BACKGROUND

The Permian Basin Workforce Development Board (PBWDB) is a grantee of a Skills Development Fund consortium grant administered by the Texas Workforce Commission, with Midland College serving as one of the participating public colleges providing customized job training to participating employers. Midland Memorial Hospital requested participation in the grant to support required annual resuscitation training.

RQI Partners, LLC provides the specialized resuscitation training program identified by Midland Memorial Hospital for delivery under the grant. The purchase includes subscriptions supporting up to 1,500 RQI Provider BLS participants, 450 ALS participants, 300 PALS participants, and 300 NRP Essentials participants, along with additional subscriptions and NRP device options identified in the proposal.

The College has also received a notarized sole-source affidavit from RQI Partners, LLC identifying RQI Healthcare Provider ALS and PALS subscriptions, RQI for NRP Essentials Provider 9th Edition subscriptions, and RQI for NRP Advanced Endorsement 9th Edition as sole-source products. This documentation supports the College's procurement of the specified program without a competitive solicitation, subject to the College's applicable purchasing requirements.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

Funding for the $208,374 purchase will be provided through the Skills Development Fund (SDF) grant administered by the Texas Workforce Commission through the Permian Basin Workforce Development Board. Midland College will pay for and deliver the RQI training for Midland Memorial Hospital as an SDF grant participant and will bill the grant for the training costs and applicable administrative costs.

ATTACHMENTS

Quote submitted

RQI Partners
INVOICE

RQI Partners, LLC

RQI Partners
P.O. Box 841213
Dallas, TX 75284-1213

OCT 12 2026

Customer: CUS00651

Sold To:
Midland Memorial Hospital
400 ROSALIND REDFERN
GROVER PKWY

MIDLAND TX 79701

Ship To:
Midland Memorial Hospital
400 Rosalind Redfern Grover Pkwy

Midland TX 79701

Page Number 1
Invoice: Inv44736
Invoice Date: 10/09/2026

RQI (Resuscitation Quality Improvement) Subscription Program to assist in the continuous improvement of resuscitation skills provided by healthcare workers.

Contract Term: 24 Months
Current Billing: Annual RQI Subscriptions & RQI for NRP Oct 2026 - Sept 2027
Service Period: 10/01/2026 - 09/30/2028
Customer P.O.:

Line	Description	Item	UM	Qty	Price	Extended Price
1	RQI Provider PALS	25-3502	Each	25	$76.80000	$1,920.00
2	RQI Provider ALS	25-3501	Each	25	$72.96000	$1,824.00
3	RQI Provider BLS	25-3500	Each	100	$70.40000	$7,040.00
4	RQI for NRP T-Piece Device Option	25-3581	Each	15	$8.82000	$132.30
5	RQI for NRP Essentials Provider - 9th Edition	25-3580	Each	15	$105.84000	$1,587.60
6	RQI for NRP T-Piece Device Option	25-3581	Each	300	$8.82000	$2,646.00
7	RQI for NRP Essentials Provider - 9th Edition	25-3580	Each	300	$105.84000	$31,752.00
8	RQI Provider PALS	25-3502	Each	300	$76.80000	$23,040.00
9	RQI Provider ALS	25-3501	Each	450	$72.96000	$32,832.00
10	RQI Provider BLS	25-3500	Each	1500	$70.40000	$105,600.00
					Subtotal	$208,373.90
					Sales Tax	$0.00
					Total	$208,373.90

ACH/Wire Funds to:	Mail Checks to:
Bank of America Merrill Lynch Account Number: 488061561171 Routing Number ACH/EFT: 111000025 Routing Number DOM. WIRES: 026009593 SWIFT Code INTL WIRES: BOFAUS3N (BOFAUS6S if incoming wire is in foreign currency)	RQI Partners, LLC (DAL) P.O. Box 841213 Dallas, TX 75284-1213

Terms: N30

Net Due Date: 11/08/2026

Jeannessa Zerm

SOLE SOURCE AFFIDAVIT

Sole Source vendors need to complete this form in its entirety, have it notarized, and email to the Midland College Purchasing Department - ap@midland.edu prior to any purchase being made.

A sole source purchase can be made without the benefit of a competitive process when there are **no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

To comply with the State of Texas definition of a sole source provider, the vendor must satisfy one of the following requirements as defined in the Texas Education Code, Subchapter B., Sec. 44. 031.(j) Without complying with Subsection (a), the Board of Trustees of a school district may purchase an item that is available from only one source including:

(1) an item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly:
(2) a film, manuscript, or book;
(3) a utility service, including electricity, gas, or water, and
(4) a captive replacement part or component for equipment

(k) The exceptions provided by Subsection (j) do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

We have carefully reviewed the Texas Education Code, Subchapter B., Sec. 44.031 (listed above) and hereby certify that we meet and comply with Section (j) and (k) of the aforementioned code for the sale of:
RQI Healthcare Provider, ALS, PALS Subscriptions; RQI for NRP Essentials Provider - 9th Edition Subscriptions, RQI for NRP Advanced Endorsement - 9th Edition.
(attach additional sheet(s) if necessary to list all items)

In addition, we certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Company RQI Partners, LLC

Address 7272 Greenville Avenue, Suite P2020, Dallas, Texas

Telephone No. Fax No. N/A

Email Address Dale.Bulman@rqipartners.com

Authorized Signature /Title _____ Contracts Attorney

SUBSCRIBED AND SWORN to before me on this 6th day of May 20 26

Notary Public, State of New York

Printed Name Victoria LaCasse

VICTORIA LACASSE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA6366126
Qualified in Dutchess County
Commission Expires October 23, 20 29

(Seal) Commission Expiration Date 10/23/29

Midland College and Midland College Foundation Donations
October 9, 2026 to November 10, 2026

CTE Capital Campaign	$1,113,250.00
Baseball Program	$35,678.00
Chap Athletic Club Membership	$6,350.00
Monta Jo and Ted C. Johnson Athletic Endowment Fund	$5,500.00
Friends of the Series	$2,750.00
Employee Monthly Payroll Deductions	$1,335.08
Various Donations - $1,500 donation or less	$130.00
Grant	
Rea Charitable Trust	$75,000.00
Scholarships	
Jay Hendricks Endowed Scholarship	$25,000.00
Southwestern Petroleum Short Course Scholarship	$10,000.00
Chili Cook-Off/Chap Champion Scholarship	$1,344.00
Mariachi Scholarship	$500.00
Scholars' Dollars	$450.00
Various Donations - $1,500 donation or less	$30.00
Total Donations	**$1,277,317.08**

Midland College

Office of the President

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Damon Kennedy, President

DATE: November 17, 2026

SUBJECT: Employment of Non-Contractual Full-Time Employees

For your information, I have approved the full-time non-contractual employment of the following individuals in the positions shown.

Karla Marquez	Teacher Lab Instructor-HLGCC
Mireya Montoya	Coordinator Student Accounts
Katryna Moreno	Teacher Lab Instructor-HLGCC
Dustin Smith	Director Area Health Education

For your information, I have approved the full-time non-contractual employment changes of the following individual(s) to the positions shown.

Bella Goodman	Accountant
Alfonso Venegas	Admin Asst II Dean of Admissions, Advising and Retention

MIDLAND COLLEGE IS AN EQUAL OPPORTUNITY EMPLOYER/EDUCATOR.
Midland College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award certificates and associate and baccalaureate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Midland College.

Midland College

Office of the President

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Damon Kennedy, President

DATE: November 17, 2026

SUBJECT: Resignations & Retirements
Full-Time Non-Contractual Employees and Contractual Employees at the End of the Contract Term

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For your information, the following resignations have been received and were approved from the following full-time employees who held the position shown.

Lisa Hays	Administrative Assistant Applied Technology
Gitsy Moron Vasqez	Director-Business and Economic Development Center
Eric Whitley	Senior Programmer and Technology Analyst

For your information, the following retirements have been received and were approved from the following full-time employees who held the positions shown.

Lance Campbell	Faculty Automotive Technology WRTTC

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Explanatory Notes

Community College Policy Reference Manual Update 52

Community College Policy Reference Manual

ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

Revisions to legal frameworks incorporate clarification of existing materials and new materials arising from the 89th Regular Legislative Session, as well as amendments to rules from the Coordinating Board and other state and federal agencies.

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 89th Regular Legislative Session. All referenced bills have already gone into effect unless otherwise noted.

A18(INTRO) INTRODUCTION

The introduction has been revised to reflect the reorganization of the CCPRM, including the removal of exhibits that are now available in the new Community College Legal and Policy Resource Library (CCLPRL). The CCLPRL is a compilation of model documents, policy development tips, training videos and materials, and other resources intended to support community college board and administrative operations. Community College Policy Updating Services subscribers may subscribe to the CCLPRL. For more information, please contact your college's policy consultant.

A25(INDEX) CROSS-INDEX

Enhanced search capabilities and changing trends in how individuals search for and access information have prompted deletion of the cross-index.

ACC(LEGAL) GEOGRAPHIC BOUNDARIES AND SERVICE AREAS: BRANCH CAMPUSES

Revisions to this legal framework reflect the repeal and replacement of Coordinating Board rules related to the process of establishing a branch campus.

BBBB(LEGAL) ELECTIONS: POST-ELECTION PROCEDURES

At Officer's Statement and Oath of Office, a reference to an exhibit has been removed as part of the reorganization of the CCPRM and replaced with references to content previously located in the exhibit.

BBBB(EXHIBIT) ELECTIONS: POST-ELECTION PROCEDURES

This exhibit has been deleted and its contents moved to the CCLPRL as part of the reorganization of the CCPRM. If you have questions, please contact your college's policy consultant.

BBBD(LEGAL) ELECTIONS: ETHICS

Revisions to this legal framework reflect amendments to rules from the Texas Ethics Commission related to reporting campaign contributions and expenditures and Political Advertising.

A reference to an exhibit has been removed as part of the reorganization of the CCPRM.

BBC(LEGAL) BOARD MEMBERS: VACANCIES AND REMOVAL FROM OFFICE

This legal framework has been updated at Filling a Vacancy to clarify the requirements for appointing a board member to fill a vacancy in a single-member district.

Additional revisions have been made for clarity.

Explanatory Notes

Community College Policy Reference Manual Update 52

Community College Policy Reference Manual

BBD(LEGAL) BOARD MEMBERS: ORIENTATION AND TRAINING

Revisions incorporate a newly adopted requirement from the Coordinating Board that board members submit a sworn statement to the Coordinating Board upon completion of the required Training for new board members.

The link to certified cybersecurity trainings has been updated to reflect the transfer of rules related to cybersecurity from the Texas Department of Information Resources (DIR) to the Texas Cyber Command (TXCC). TXCC considers community colleges to be state agencies for purposes of Texas Government Code Chapter 2063 and the associated regulations.

At Artificial Intelligence Training, revisions incorporate the artificial intelligence (AI) training provisions from HB 3512. Language has been added to clarify that the requirements of Texas Government Code Chapter 2054 only apply to community colleges as necessary to comply with information security standards. A link has also been added to DIR information on AI training.

Additional revisions have been made for clarity.

BBFA(LEGAL) ETHICS: CONFLICT OF INTEREST DISCLOSURES

At Conflicts Disclosure Statement – Definitions and Affidavit Disclosing Interest in Property, references to exhibits have been removed as part of the reorganization of the CCPRM.

Additional revisions have been made for clarity.

BBFA(EXHIBIT) ETHICS: CONFLICT OF INTEREST DISCLOSURES

This exhibit has been deleted and its contents moved to the CCLPRL as part of the reorganization of the CCPRM. If you have questions, please contact your college's policy consultant.

BI(LEGAL) REPORTS

The list has been amended to incorporate SB 1964, which addresses requirements for community colleges that use a heightened scrutiny artificial intelligence system.

The requirement to notify the Coordinating Board of certain off-campus educational sites has been added to incorporate newly adopted Coordinating Board rules related to off-campus instruction.

Additional revisions incorporate amendments to Coordinating Board rules related to requirements for undergraduate degree program plans.

The submission of contact information of a transfer liaison has been added to incorporate newly adopted Coordinating Board requirements.

CAAA(LEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE

Revisions to this legal framework incorporate the adoption of new Coordinating Board rules related to community college funding calculations.

CAI(LEGAL) APPROPRIATIONS AND REVENUE SOURCES: AD VALOREM TAXES

Revisions incorporate the repeal and replacement of Coordinating Board rules intended to clarify and streamline the processes to establish a Branch Campus Maintenance Tax.

CDA(LEGAL) ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS

At Integrated Fiscal Reporting System, a citation has been updated to reflect the repeal and relocation of Coordinating Board rules related to the reporting of tuition and fee financial data.

Explanatory Notes

Community College Policy Reference Manual Update 52

Community College Policy Reference Manual

CFE(LEGAL) PURCHASING AND ACQUISITION: VENDOR RELATIONS

At Definitions, references to an exhibit have been removed to reflect that it was moved to TASB College eLaw as part of the reorganization of the CCPRM.

CGE(LEGAL) SAFETY PROGRAM: MEDICAL TREATMENT

Revisions incorporate amendments to Texas Department of State Health Services rules made in response to changes to the Texas Education Code and Texas Health and Safety Code from SB 163 and SB 1619. The rules address the development and implementation of policies related to the Administration of Epinephrine.

CGFA(LEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

Revisions incorporate amendments to rules from the Texas Commission on Law Enforcement (TCOLE) related to certain requirements applicable to a Law Enforcement Agency and Agency Chief Administrator Responsibilities.

Citations have been updated throughout the policy.

CHC(LEGAL) SITE MANAGEMENT: TRAFFIC AND PARKING CONTROLS

At Transportation Network Companies, citations have been updated.

CHE(LEGAL) SITE MANAGEMENT: MAIL AND DELIVERY

At Political Advertising, a citation has been updated to incorporate the repeal and replacement of Texas Ethics Commission rules related to reporting of political contributions and expenditures.

CKE(LEGAL) INSURANCE AND ANNUITIES MANAGEMENT: WORKERS' COMPENSATION

At Ombudsman Program and First Responder Liaison, links to required notices from the Office of Injured Employee Counsel have been updated.

CM(LEGAL) FACILITIES CONSTRUCTION

At Required Workers' Compensation Coverage, language previously located at CM(EXHIBIT) has been incorporated into this legal framework as part of the reorganization of the CCPRM.

CM(EXHIBIT) FACILITIES CONSTRUCTION

This exhibit has been deleted and its contents moved to legal framework CM(LEGAL) as part of the reorganization of the CCPRM. If you have questions, please contact your college's policy consultant.

CR(LEGAL) TECHNOLOGY RESOURCES

This legal framework has been updated to extend the deadlines to implement the requirements for Web and Mobile Accessibility adopted by the U.S. Department of Justice. A related website link was also updated.

The deadline for compliance with the requirements varies based on the population size of the entity and whether the entity may be considered a special district government. The Department of Justice has not opined on the type of entity it considers Texas community colleges to be and instead stated that a college should document the reasoning behind its determination regarding which deadline applies. TASB Community College Services is available to answer questions about the application of the provisions at your college. We recommend that the college review its documentation with the college's attorney.

Explanatory Notes

Community College Policy Reference Manual Update 52

Community College Policy Reference Manual

CRA(LEGAL) **TECHNOLOGY RESOURCES: WEBSITE POSTINGS**

The list of Required Internet Postings has been updated to incorporate recently adopted requirements from the Coordinating Board related to transfer liaisons.

CRB(LEGAL) **TECHNOLOGY RESOURCES: ARTIFICIAL INTELLIGENCE**

Revisions incorporate SB 1964, which amended Texas Government Code Chapter 2054 to require DIR to establish regulations related to artificial intelligence use by state agencies and the rules adopted by DIR addressing the requirements. DIR considers community colleges to be state agencies for purposes of Chapter 2054 and the associated regulations.

Cross references to BBD and DK have been added for more information about AI training.

CS(LEGAL) **INFORMATION SECURITY**

Citations have been updated throughout this legal framework to reflect the transfer of rules related to cybersecurity from DIR to the TXCC.

DAA(LEGAL) **EMPLOYMENT OBJECTIVES: EQUAL EMPLOYMENT OPPORTUNITY**

At Title VI – Discrimination on the Basis of Race, Color, or National Origin, revisions incorporate reference to the prohibition of discrimination on the basis of race, color, or national origin in violation of Title VI of the Civil Rights Act of 1964.

DBA(LEGAL) **EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CREDENTIALS AND RECORDS**

Revisions incorporate amendments to TCOLE rules related to the Responsibilities of an Agency Chief Administrator, including the requirement to report a member who does not meet the Minimum Standards for Enrollment or Licensure.

DBD(EXHIBIT) **EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CONFLICT OF INTEREST**

This exhibit has been deleted and its contents moved to TASB College eLaw as part of the reorganization of the CCPRM. If you have questions, please contact your college's policy consultant.

DBE(LEGAL) **EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: NEPOTISM**

References to exhibits have been removed at Consanguinity and Abstention as part of the reorganization of the CCPRM.

DBE(EXHIBIT) **EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: NEPOTISM**

This exhibit has been deleted and its contents moved to the CCLPRL as part of the reorganization of the CCPRM. If you have questions, please contact your college's policy consultant.

DEB(LEGAL) **COMPENSATION AND BENEFITS: FRINGE BENEFITS**

At Survivor Benefits, citations have been updated to reflect Employees Retirement System of Texas (ERS) rules related to hazardous profession death benefits.

DH(LEGAL) **EMPLOYEE STANDARDS OF CONDUCT**

At Drug and Alcohol Abuse Program – Federal Drug-Free Workplace Act, a reference to an exhibit has been removed as part of the reorganization of the CCPRM.

Explanatory Notes

Community College Policy Reference Manual Update 52

Community College Policy Reference Manual

At Responsibilities of an Agency Chief Administrator, a citation was updated to reflect recent amendments to TCOLE rules.

Cross references have also been added throughout this legal framework to provide additional information related to certain legal requirements.

DI(LEGAL) EMPLOYEE WELFARE

Language related to the federally required Drug and Alcohol Abuse Program – Federal Drug-Free Workplace Act and the Reporting Workplace Violence Notice from the Texas Workforce Commission has been incorporated into this legal framework to provide additional information about legal requirements related to employee welfare.

DI(EXHIBIT) EMPLOYEE WELFARE

This exhibit has been deleted and its contents moved to the CCLPRL as part of the reorganization of the CCPRM. If you have questions, please contact your college's policy consultant.

DK(LEGAL) PROFESSIONAL DEVELOPMENT

Revisions to this legal framework incorporate new minimum standards from the Texas Workforce Commission Civil Rights Division related to the content of compliance employment discrimination training.

Additional revisions update references to DIR to the Texas Cyber Command, including a link to certified cybersecurity training programs, in response to statutory changes made by the 89th legislature.

At Artificial Intelligence Training, revisions incorporate the AI training provisions from HB 3512 and newly adopted DIR rules on heightened scrutiny AI systems. Language has been added to clarify that the requirements of Texas Government Code Chapter 2054 only apply to community colleges as necessary to comply with information security standards. A link has also been added to DIR information on AI training.

Additional changes have been made for clarity.

EBA(LEGAL) ALTERNATE METHODS OF INSTRUCTION: DISTANCE EDUCATION

A definition of Distance Education Course has been added to incorporate amendments to federal regulations from the U.S. Department of Education (ED).

Additional changes have been made for clarity.

EBB(LEGAL) ALTERNATE METHODS OF INSTRUCTION: OFF CAMPUS INSTRUCTION

This legal framework has been revised throughout to incorporate the repeal and replacement of Coordinating Board rules related to off-campus instruction.

Additional changes have been made for clarity.

EFB(LEGAL) CURRICULUM DESIGN: DEGREES AND CERTIFICATES

Revisions to this legal framework incorporate Coordinating Board amendments related to applications for new degree programs along with the repeal and replacement of rules related to degree plan requirements and reporting requirements.

F(LEGAL) STUDENTS

Codes have been created and reorganized to incorporate recent revisions to policies related to tuition and fees.

Explanatory Notes

Community College Policy Reference Manual Update 52

Community College Policy Reference Manual

FA(LEGAL) EQUAL EDUCATIONAL OPPORTUNITY

At Section IV: Discrimination on the Basis of Race, Color, or National Origin, this legal framework has been revised to incorporate amendments to ED rules implementing Title VI of the Civil Rights Act.

FAB(LEGAL) EQUAL EDUCATIONAL OPPORTUNITY: SERVICE ANIMALS

At Fair Housing Act Assistance Animal, revisions incorporate the recission of guidance from the U.S. Department of Housing and Urban Development related to support animals.

FB(LEGAL) ADMISSIONS

This legal framework has been revised to incorporate amendments to Coordinating Board rules related to requirements for Common Admission Application Forms.

Additional changes have been made for clarity.

FD(LEGAL) TUITION AND FEES

Language from this legal framework has been moved to the appropriate new policy code to correspond with the reorganization of policies related to Tuition and Fees.

A cross reference has been removed as part of the reorganization of the CCPRM.

FD(EXHIBIT) TUITION AND FEES

This exhibit has been deleted and its contents moved to legal framework FDB(LEGAL) as part of the reorganization of the CCPRM. If you have questions, please contact your college's policy consultant.

FDB(LEGAL) TUITION AND FEES: EXEMPTIONS AND WAIVERS

Language from FD has been moved to this legal framework, which covers Exemptions and Waivers.

Language previously located at FD(EXHIBIT) has been incorporated into this legal framework as part of the reorganization of the CCPRM.

FDC(LEGAL) TUITION AND FEES: COLLECTION AND PAYMENT

Language from FD has been moved to this legal framework, which covers Collection and Payment of tuition and fees.

FEA(LEGAL) FINANCING EDUCATION: FINANCIAL AID AND SCHOLARSHIPS

Revisions incorporate amendments to Coordinating Board rules related to the responsibilities of institutions participating in state financial aid programs, including the requirement to designate certain Required Employees.

FFC(LEGAL) STUDENT WELFARE: STUDENT-SUPPORT SERVICES

Revisions to this legal framework incorporate recently adopted Coordinating Board rules addressing requirements for a Transfer Liaison.

FJ(LEGAL) STUDENT RECORDS

At Access, Disclosure, and Amendment, language previously located at FJ(EXHIBIT) has been incorporated into this legal framework, and a cross reference has been removed as part of the reorganization of the CCPRM.

Additional changes have been made for clarity.

Explanatory Notes

Community College Policy Reference Manual Update 52

Community College Policy Reference Manual

FJ(EXHIBIT) STUDENT RECORDS

This exhibit has been deleted and its contents moved to legal framework FJ(LEGAL) as part of the reorganization of the CCPRM. If you have questions, please contact your college's policy consultant.

FLBE(LEGAL) STUDENT CONDUCT: ALCOHOL AND DRUG USE

A reference to an exhibit has been removed at Notice Regarding Steroids as part of the reorganization of the CCPRM.

FLBE(EXHIBIT) STUDENT CONDUCT: ALCOHOL AND DRUG USE

This exhibit has been deleted and its contents moved to the CCLPRL as part of the reorganization of the CCPRM. If you have questions, please contact your college's policy consultant.

G(LEGAL) COMMUNITY AND GOVERNMENTAL RELATIONS

The table of contents has been updated to incorporate a new legal framework addressing charges for providing copies of information.

GCA(LEGAL) PUBLIC INFORMATION PROGRAM: ACCESS TO INFORMATION

SB 1964 requires state agencies, including community colleges, that use a heightened scrutiny artificial intelligence system to conduct an AI Impact Assessment, which is confidential and not subject to disclosure under the Texas Public Information Act (PIA).

GCB(LEGAL) PUBLIC INFORMATION PROGRAM: REQUESTS FOR INFORMATION

References to exhibits have been updated at Requests Requiring Programming and Manipulation and Attorney General's Rules to reference legal framework GCBA as part of the reorganization of the CCPRM.

GCB(EXHIBIT) PUBLIC INFORMATION PROGRAM: REQUESTS FOR INFORMATION

This exhibit has been deleted and its contents moved to new legal framework GCBA as part of the reorganization of the CCPRM. If you have questions, please contact your college's policy consultant.

GCBA(LEGAL) REQUESTS FOR INFORMATION: CHARGES FOR COPIES OF INFORMATION

Language from GCB(EXHIBIT) related to charges for providing copies of information has been added to this legal framework as part of the reorganization of the CCPRM.

GH(LEGAL) RELATIONS WITH SCHOOLS AND DISTRICTS

Revisions to this legal framework incorporate amendments to Coordinating Board rules related to Funding under the Financial Aid for Swift Transfer (FAST) program.

At Instructional Partnerships with Secondary Schools and Home Schools, additional revisions incorporate amendments to Coordinating Board rules related to requirements for the provision of dual credit with students who attend a home school.

HONOR THE PAST
REIMAGINE
THE FUTURE

Upcoming Events

11/20 Friday	Lady Chaps Basketball v. Lamar Community College	6:00p Chap Center
11/21 Saturday	Lady Chaps Basketball vs Grayson College	2:00p Chap Center
11/25-27 Wed-Fri	Midland College Campus Closed for Thanksgiving Break	All Campuses
11/27 Friday	Chaps Basketball v Grayson College	5:00p Chap Center
12/3 Thursday	Holiday Evening	Allison Fine Arts Building
12/4 Friday	Lady Chaps Basketball vs Eastern Arizona College	4:00p Chap Center
12/4 Friday	Midland College Annual Employee Holiday Party	6:30-8:30p F. Marie Hall Academic Bldg.
12/11 Friday	Fall 2026 Graduation	6:00-8:00p Chap Center
12/17 Tuesday	Midland College Board of Trustees Meeting	4:00p Gibson Board Room
12/17-1/3 Thur.-Sun.	Midland College Campus Closed for Christmas Break	All Campuses
1/1 Friday	Chaps Basketball v Strength 'n Motion	3:00p Chap Center
1/4 Monday	Lady Chaps Basketball vs Clarendon College	5:45p Chap Center
1/4 Monday	Chaps Basketball vs Clarendon College	7:30p Chap Center