

December 4, 2013

Mary Lynne Stratta
City Secretary
City of Bryan, Texas
P.O. Box 1000
Bryan, TX 77805

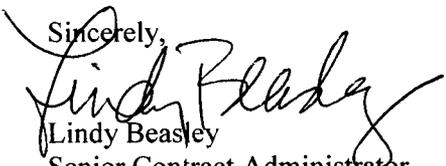
Re: *Memorandum of Agreement by and between Texas A&M University and City of Bryan, Texas*

Dear Ms. Stratta,

Enclosed please find partially executed duplicate originals of a Memorandum of Agreement between Texas A&M University and City of Bryan, Texas. Please have the originals signed on behalf of City of Bryan, Texas and then return (1) original to my attention at the following address:

Lindy Beasley
Texas A&M University
Department of Contract Administration
1182 TAMU
750 Agronomy Road, Suite 3401
College Station, Texas 77843-1182

Should you have questions please do not hesitate to contact me. Your attention to this matter is appreciated.

Sincerely,

Lindy Beasley
Senior Contract Administrator

W/enclosures

750 Agronomy Road Suite 3401
MS 1182
College Station, TX 77843-1182

Tel. 979.845.0099 Fax. 979.862.7130
<http://finance.tamu.edu/contracts>

MEMORANDUM OF AGREEMENT
by and between
TEXAS A&M UNIVERSITY
and
CITY OF BRYAN, TEXAS

THIS Memorandum of Agreement (“Agreement”) is effective as of the first day of October, 2013, by and between **TEXAS A&M UNIVERSITY**, (hereafter “**TAMU**”), a member of The Texas A&M University System, an agency of the State of Texas, for the benefit of Easterwood Airport, and **CITY OF BRYAN, TEXAS**, (hereafter “**BRYAN**”), a political subdivision of the State of Texas.

WHEREAS, TAMU provides the services necessary to enable local citizens to travel by private aircraft or scheduled commercial airliner, and maintains and operates the facilities at Easterwood Airport, including but not limited to the terminal, runway and all associated safety facilities and functions, for general and commercial aviation; and

WHEREAS, BRYAN finds it beneficial for **BRYAN** to support **TAMU**’s furnishing of such air travel service for the citizens of Bryan, Texas through its operation of Easterwood Airport.

NOW, THEREFORE, in consideration of the mutual rights, obligations and covenants contained in this Agreement, **TAMU** and **BRYAN** agree as follows:

SECTION I
TERM OF AGREEMENT

1.01 This Agreement will commence on October 1, 2013 and will expire on September 30, 2014.

SECTION II
PAYMENT

2.01 **BRYAN**, agrees to pay to **TAMU** SIXTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$65,400) as **BRYAN**’s share of the total contribution of \$261,600. The total contribution is shared equally by **BRYAN**, City of College Station, Texas,

Brazos County, Texas and **TAMU**. This contribution is to help fund the cost of the daily airport operations as required by FAA for the safety of all aircraft and passengers landing and departing Easterwood Airport. **BRYAN** agrees to pay out of current revenues, the full amount due within thirty (30) days of receiving an invoice from **TAMU**.

2.02 **TAMU** acknowledges the fee fairly compensates it for the services and functions it is to provide pursuant to this Agreement.

SECTION III TERMINATION

3.01 **TAMU** and **BRYAN** may unilaterally terminate this Agreement, at any time and for any reason, by giving the other sixty (60) calendar days prior written notice delivered pursuant to Section 4.01 of this Agreement.

SECTION IV NOTICES

4.01 Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. **TAMU** and **BRYAN** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMU: Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, Texas 77843-1182
(979) 845-0099 (Telephone)

BRYAN: The City of Bryan
300 South Texas Avenue
Bryan, Texas 77803
(979) 209-5150 (Telephone)

**SECTION V
MISCELLANEOUS**

- 5.01** Contractual Agreement: TAMU and BRYAN expressly acknowledge this Agreement is intended and should be construed as a contract by and between TAMU and BRYAN. Nothing in this Agreement is intended to create an agency relationship, partnership, joint venture, or any other such relationship.
- 5.02** Severability: Failure by TAMU or BRYAN to insist on strict performance of any requirement of this Agreement will not be construed as a waiver or relinquishment of such requirement in future instances, but such requirement will continue and remain in full force and effect.
- 5.03** Appropriation of Funds: All obligations of TAMU are subject to the appropriation of sufficient funds for such obligations by the Legislature of the State of Texas. Failure by the Legislature to appropriate funds to TAMU sufficient to continue to perform under this Agreement, relieves TAMU from the obligation to perform during the period of nonappropriation.
- 5.04** Successors and Assign: This Agreement is binding upon TAMU and BRYAN and their respective successors in office or interest and assigns. This section is not to be construed as authorizing assignment by TAMU or BRYAN without the express written consent of the other party.
- 5.05** State Agency: BRYAN expressly understands TAMU is an agency of the State of Texas, and nothing in this Agreement is intended to be, or should be construed as a waiver or relinquishment by TAMU of its rights to claim such exemptions, privileges and immunities as provided by law to an agency of the State.
- 5.06** Governing Law: This Agreement is construed under and in accordance with the laws of the State of Texas and is performable in Brazos County, Texas. In addition, by statute, mandatory venue for all legal proceedings against TAMU is to be in the county in which the principal office of the governing officer is located. At execution of this Agreement, such county is Brazos County, Texas.
- 5.07** Dispute Resolution: Any dispute between BRYAN and TAMU regarding this Agreement will be governed by Alternative Dispute Resolution for Use by Governmental Bodies, Chapter 2009, *Texas Government Code*, and any applicable Model Rules promulgated by the Office of the Attorney General and/or the State Office of Administrative Hearing of

the State of Texas. Any notice of dispute tendered by **BRYAN** should be addressed to the University Contracts Officer of **TAMU**.

5.08 Amendment or Modification: This Agreement may be modified or amended in writing by the mutual consent of the parties with modification being attached to and incorporated in this Agreement by this reference for all purposes.

EXECUTED in duplicate originals this _____ day of _____, 2013, by **TAMU**.

“TAMU”
TEXAS A&M UNIVERSITY

By: 

REX E. JANNE
University Contracts Officer

EXECUTED in duplicate originals this _____ day of _____, 2013, by **BRYAN**.

ATTEST:

“BRYAN”
CITY OF BRYAN, TEXAS

Name: _____
Title: City Secretary

Name: _____
Title: Mayor

APPROVED AS TO FORM:

Name: _____
Title: City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **REX E. JANNE**, University Contracts Officer, Texas A&M University, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of December, 2013.

Lori M. Mervish
Notary Public, State of Texas
My Commission Expires: May 10, 2017



STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Mayor, City of Bryan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2013.

Notary Public, State of Texas
My Commission Expires: _____