

**BRAZOS COUNTY PUBLIC HEALTH DISTRICT
COOPERATIVE AGREEMENT**

This Agreement is entered into as of October 1, 2009, by and between the Cities of Bryan, Texas; College Station, Texas; and Brazos County, Texas.

WHEREAS, by Cooperative Agreement dated August 31, 1984, the Cities of Bryan, Texas, College Station, Texas and the County of Brazos, State of Texas (hereinafter referred to collectively as the "Parties") created the Brazos County Health District, commonly known as the Brazos County Health Department, pursuant to the Texas Health and Safety Code §121.041; and

WHEREAS, the Members govern the District through a "Cooperative Agreement;" and

WHEREAS, the Cooperative Agreement was last revised and readopted by the Members in 1995; and

WHEREAS, the Members have determined that the Cooperative Agreement again needs to be amended and restated to reflect current practices and to clarify certain provisions.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that for and in consideration of mutual benefits herein expressed, the receipt of sufficiency is hereby acknowledged, the Members of the District do hereby amend and restate the Cooperative Agreement providing for the operation and maintenance of the Brazos County Health District in accordance with the following:

I. DEFINITIONS

ACT means the Local Public Health Reorganization Act; Texas Health and Safety Code, Chapter 121.

BOARD MEMBER means a person appointed by a District Member to serve on the Board of Health.

DIRECTOR means the chief administrative officer of the Brazos County Health District.

DISTRICT MEMBER means a municipality, a county, or other governmental entity which is a full participant in the Health District. Unless otherwise specifically stated herein, the use of the term District Member refers to the class of members defined as a Full District Member.

HEALTH AUTHORITY means the physician who is to administer state and local laws relating to public health.

HEALTH DISTRICT (hereinafter sometimes referred to as the "District") means the Brazos County Health District created hereby and established under Subchapter E, Chapter 121, Texas

Health and Safety Code to perform any public health function that any of its District Members may perform, unless otherwise restricted by law.

BRAZOS COUNTY BOARD OF HEALTH (hereinafter sometimes referred to as “Board” or “Board of Health”) means the Brazos County Health District’s administrative board of directors appointed by the District Members to govern the operation of the District.

PHYSICIAN means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

PUBLIC HEALTH SERVICES means those services provided by or performed by the Health District, including but not limited to, laboratory services, clerical services, community health services, environmental health services, educational services and accounting.

II. HEALTH DISTRICT

2.1. **Establishment.** This Agreement continues the operation of a public health district heretofore established pursuant to Chapter 121 of the Texas Health and Safety Code, Subchapter E Public Health Districts. The health district is known as the Brazos County Health District (hereinafter “Health District”).

2.2. **Membership.** The Health District shall have two classes of members: Full District Members and Limited Members. Full District Membership is open to Brazos County, Texas and municipalities located in Brazos County, Texas. Limited Membership is open to school districts and institutions of higher education located in Brazos County, Texas. Full District Members shall have voting rights as more fully described in Section 3.6 hereof. Limited Members shall have the right to send one representative to Board of Health meetings and participate in any discussions at said meetings. Limited Members shall not have the right to vote.

2.2.1. **Full membership.** At the time of the Amendment and Restatement of this Agreement, the following governmental entities are admitted as Full District Members:

Brazos County, Texas
City of Bryan, Texas
City of College Station, Texas

2.2.2. **Subsequent admission.** Any governmental entity located in Brazos County, including a school district and institution of higher education, may apply for membership in the Health District. The governing body of each Full District Member shall review the application, and the applicant shall be admitted to the Health District on the same terms available to other existing District Members in a particular class of members, if a majority of the governing body of each Full District Member approves the application.

2.2.2.1. Municipalities, if approved as provided herein, shall be admitted as Full District Members. Before a municipality admitted as a Full District Member after the effective date of this Agreement may exercise any right or privilege

under this Agreement, the municipality must file with the Health District a resolution of its governing body authorizing the execution (by an appropriate municipal official), and agreeing to be bound by the terms of this Agreement. A newly-admitted municipality, together with the existing District Members shall execute an addendum which shall become a part of this Agreement.

2.2.2.2. School districts and institutions of higher education, if approved as provided herein, may only be admitted as Limited Members. Before a school district or institution of higher education, admitted as a Limited District Member after the effective date of this Agreement, may exercise any right or privilege under this Agreement, the school district or institution of higher education must file with the Health District a resolution of its school Board of Trustees or Board of Regents authorizing the execution (by an appropriate official) and agreeing to be bound by the terms of this Agreement. A newly-admitted school district or institution of higher education, together with the existing District Members, shall execute an addendum which shall become a part of this Agreement.

2.3 **Expulsion and Withdrawal of District Member.**

2.3.1 **Withdrawal.** Any District Member may withdraw from the District upon the unanimous vote of such withdrawing District Member's governing body. Notwithstanding the above, any District Member shall be deemed to have withdrawn upon the failure of the District's governing body to appropriate funds for the Health District. Should a District Member be deemed to have withdrawn as stated above, the District shall give written Notice of such withdrawal to the County Judge or City Manager, as appropriate, with an opportunity to cure such failure to contribute within thirty (30) days of the date of such Notice.

2.3.2 **Expulsion.** A District Member may be expelled upon the unanimous vote of the Board and the governing bodies of all District Members (exclusive of the District Member to be expelled).

2.3.3 **Contribution.** Should a District Member withdraw or be expelled during a District fiscal year, such withdrawing or expelled District Member shall be bound and is hereby obligated to pay in full that District Member's contribution for the year of withdrawal or expulsion.

III. BOARD OF HEALTH

3.1 **Creation.** The administrative public health board, known as the Brazos County Board of Health (herein referred to as the "Health Board" or "Board" or "Board of Health") heretofore established under the prior Cooperative Agreement and in accordance with Section 121.046 of the Act shall serve as the administrative health board governing the District.

3.2 **Duties.** The Board of Health may perform any function relating to the operation of the Health District that is provided for under this Agreement. The Board of Health shall adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the

health and safety of the public. The Board of Health shall advise the District Director and the District Members on matters of public health, and retain ultimate authority for public health matters within the Health District. The Board of Health may not adopt a rule that is not specifically authorized by State law, conflicts with a State law, or conflicts with a District Member ordinance or County order. Each Board Member shall be responsible for presenting and advocating on its behalf the District's contribution request through the budget process of the District Member the Board Member represents. The Board of Health shall determine the kinds and frequencies of reports, other than as stated herein, to be prepared by the District on an annual basis.

3.3 **Composition.** The Board shall consist of two representatives from each of the Full District Members and one representative for each Limited Member. Each city council and the Commissioners Court will select two of its citizens, who may, but need not be an employee or an elected official of the appointing District Member. If the District Director is not a Physician, the Health Authority shall be an ex-officio representative on the Health Board.

3.4 **Term.** Board Members will serve two years except any Board Member currently serving shall complete his current term and any consecutive term for which he is eligible. Each Board Member may be reappointed for four consecutive terms. In order to maintain continuity on the Board, each District Member agrees to stagger the appointment of its two duly appointed Board Members. For purposes of implementing this process on the date of this Amended and Restated Agreement, each District Member may, if necessary, shorten or lengthen by one year the term of one of its currently sitting Board Members.

3.5. **Qualification.** The Board Members shall serve subject to the following terms and conditions:

3.5.1 **Residence.** Each Board Member must have resided in the geographical area within the jurisdiction of the governmental entities which are District Members for a period of three (3) years prior to his appointment.

3.5.2 **No Compensation.** Board Members shall serve without compensation.

3.5.3 **Attendance.** Attendance at Board Meetings is required. Failure to attend four consecutive Board meetings without a valid reason will be grounds for automatic removal of a Board Member. Except for automatic removal specified herein, any action to remove a Board Member shall be undertaken by the District Member appointing such Representative. The District Member considering removal shall be the sole judge of the reason it chooses to remove its representative.

3.5.4 **Vacancies.** In the event of a vacancy for any reason for the unexpired term of any Board Member, the vacancy shall be filled by appointment of the District Member which originally appointed the Board Member who no longer serves. A District Member filling a vacancy shall fill that vacancy in the same manner and method provided for in the original appointment. Board Members appointed to fill an unexpired term shall serve until the end of the unexpired term.

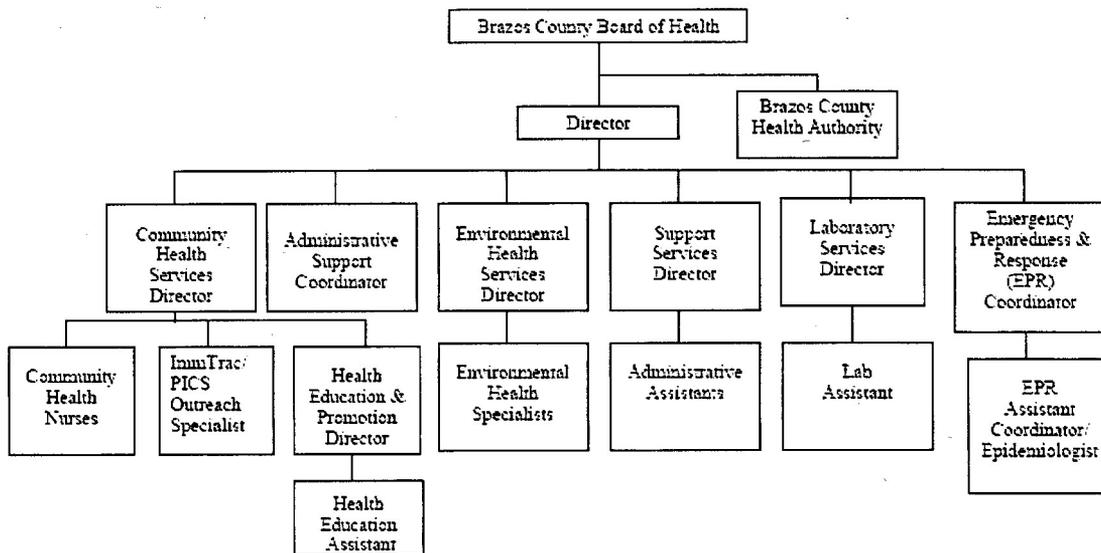
- 3.6 **Meeting Procedures.** The Board of Health may adopt rules of conduct and procedure not in conflict with this Agreement.
- 3.6.1 **Officers.** The Board of Health shall annually at the final meeting of the fiscal year elect a chairperson from the ranks of Board Members. The District Director shall serve as secretary to the Board. The Board may appoint such other officers as it may deem necessary.
- 3.6.2 **Quorum.** A quorum for meetings of the Board of Health shall be equal to at least three (3) Board Members representing at least two (2) District Members. Ex-Officio members of the Board shall not be counted for purposes of determining a quorum.
- 3.6.3 **Voting.** The two representatives selected to represent one District Member shall have but one vote between them on all issues brought before the Board. In the event one of the two representatives from one District Member is unable to attend a Board meeting, the representative present may cast that District Member's vote without the need of obtaining a proxy from the non-attending Board Member. Limited Members' representatives and any person sitting on the Board in an ex-officio capacity shall have no vote.
- 3.6.4 **Meetings.** The Board of Health shall meet at least quarterly on a date determined by the Board, and may hold special meetings when called by the Chairperson. The Chairperson, or in his/her absence his designee, shall call a special meeting of the Board when requested to do so by two or more Board Members, other than Ex-Officio Board members.
- 3.6.5 **Notice.** The Board of Health shall comply with the notice and open meeting requirements of the Texas Open Meetings Act (currently Tex. Government Code Section 551.001 et seq.). The District Director shall give notice of all meetings of the Board of Health to each Board Member and the governing body of each District Member at least five (5) business days prior to each meeting, and shall post notice of a meeting at least seventy-two (72) hours before a meeting in a public place at the main office of the Health District, unless an emergency as defined by Section 551.045 of the Open Meetings Act exists, in which case two-hour notice shall suffice.
- 3.6.6 **Action by the Board.** The Board of Health shall take action by a simple majority of the total votes cast by the Board Members at a properly-called meeting at which a quorum is present, unless a greater percentage is required to take some specific action under this Agreement.
- 3.6.7 **Parliamentary Rules.** Except for specific standing rules that may be adopted by the Board, "Robert's Rules of Order" as set forth in the latest edition of Robert's Rules of Order Newly Revised, will be followed at all meetings of the Board.

3.7 **Director Board Membership.** The Director shall serve as an ex-officio non-voting member of the Board.

IV. ORGANIZATION

4.1 The Brazos County Health District shall be organized, subject to amendment by the Board from time to time, as diagramed below:

Brazos County Health District
Organizational Chart



4.2 **Director Appointment.** The Director shall serve as the chief administrative officer of the Health District. The procedure for the selection of the Director shall be as follows:

- a. The Director of the Brazos County Health District shall be appointed by the District Members upon recommendation by the Board of Health.
- b. If the Director is a licensed Physician, he shall also serve as the “Health Authority” for the District and will perform all duties as specified in the Act, and shall be subject to all the requirements and rules hereof.
- c. If the Director is not a licensed Physician, he shall appoint a qualified licensed Physician to serve as the “Health Authority” for the District subject to the approval of the Board Members. The Health Authority shall serve as an ex-officio Board Member.

4.3 **Duties of the Director.** The duties and responsibilities of the Director shall include, but not be limited to, the following:

- a. The Director shall be the chief administrative officer of the Health District.
- b. The Director shall be responsible for the preparation of all budget proposals and budget requests for the District. The Director shall submit an annual proposed budget to the Board of Health which in turn shall submit such budget to the financial departments of each District Member.
- c. The Director shall be responsible for all purchasing for the District and Board and shall conduct the same in the authorized and legal manner provided herein.
- d. The Director shall provide to all Board Members and the governing body of each District Member notice of all meetings of the Health Board as provided herein.
- e. The Director shall perform all other duties and functions imposed on him as Director by the Board of Health or applicable state, federal and local laws, ordinances or regulations as they now read or as they are amended.
- f. The Director shall be an ex-officio (non-voting) member on the Board of Health, and serve as secretary to the Board. The Director shall record or take minutes of each meeting of the Board.
- g. The Director shall assume responsibility for applying for and administering grants from the Federal and State government, as well as private sources.
- h. The Director shall be responsible for the preparation and submittal to the Board of Health of all statistical reports and the procurement and submittal of all Independent Auditor's Reports of Financial Statements.

4.4 **Compensation of Director.** The Health Board shall annually set the compensation of the Director (and Health Authority where necessary) when it approves the Health District budget.

4.5 **Removal of Director.** The Director may be removed from office by the unanimous vote of the Board Members for lack of satisfactory discharge of duties, alcoholism, drug abuse, and conviction of a felony, misappropriation of funds or property, embezzlement, physical or mental impairment (disability) which permanently prevents satisfactory discharge of duties.

4.6 **Chief Financial Officer.** The Brazos County Auditor shall serve as the Chief Financial Officer of the District, subject to the Brazos County Auditor's consent, and at the Brazos County Auditor's discretion, with the approval of the District Judges (as that term is defined in Subchapter A, Chapter 84 of the Texas Local Government Code).

V. FINANCES

5.1 **Budget.** The District Director shall each year submit a proposed budget for the District's fiscal year, which shall be from October 1st to September 30th, to the Board of Health for its consideration. The budget shall be prepared in a format consistent with governmental accounting principles as promulgated by the Governmental Accounting Standards Board. The Board of Health shall each fiscal year approve a preliminary budget for the Health District for the upcoming fiscal year by May 30th. The budget approved by the Board of Health shall be sufficient to provide for the payment of expenses necessary for the operation of the Health District including the following items: (1) staff salaries; (2) supplies; (3) suitable office space; (4) health and clinic centers; (5) health service and facilities; (6) maintenance; (7) travel and education costs; and (8) other necessary costs for the operation of the District. The budget shall also show all known or anticipated sources of revenue and the proposed contribution amount of each District Member based upon the formula outlined in Paragraph 5.6 hereof. Upon the approval of the Board of Health, the preliminary budget shall be submitted, no later than June 1st by the Board Members, to the governing body of their respective District Members for approval. The Board of Health shall approve a final budget during the month of September to be effective October 1st. A public hearing on the final budget shall be held on the same day set for the meeting of the Board of Health to approve such final budget. The Board shall only amend the budget in the same manner that it adopted the original budget.

5.2 **Approval of Expenditures.** The Director has the authority to approve all expenditures less than or equal to \$5,000.00 as long as the expenditure does not require an amendment to the District budget. No expenditures will be approved unless there are adequate budgeted funds within the appropriate category to support the expenditure. All budgeted expenditures greater than \$5,000.00 will be approved by the Board Chairman or his or her designee and brought to the Board for formal review and approval at the next Board meeting after such expenditure is made. All contracts and grants, except those of a nonfinancial nature and certain State contracts, as set forth in the District's Budget and Expenditure Authorization Policy Statement, shall be brought before the Health Board for its approval. The Board Chairman shall execute all District contracts, except those of a non-financial nature and certain State contracts, as provided above, which shall be executed by the Director.

5.3 **Statistical Report.** A Statistical Report which shall include a statistical summary of the Health District's activities in the most recent fiscal year, and such other matters deemed appropriate by the Board of Health shall be prepared and presented to the Board at its quarterly meetings.

5.4. **Annual Audit.** The Board shall authorize the hiring of a qualified firm or individual, licensed to practice as a certified public accountant or firm by the State Board of Public Accountancy, to audit the financial records of the Health District and prepare financial statements in accordance with Governmental Accounting & Financial Reporting Standards (GAFR) published by GASB. A copy of the most recent Independent Auditor's Report of Financial Statements shall be sent to the governing body of each of the District Members no later than May 31st of the year following the year covered by such report.

5.5 **Accounts**. The District's accounts shall be maintained in a separate fund within the financial system of Brazos County. All income to the District will be maintained in appropriate accounts in accordance with Generally Accepted Accounting Principles. Appropriate records of all income and disbursements from these accounts will be kept by the District. Summary records shall be reviewed and approved by the Board quarterly. No appropriation of money from these accounts shall be made unless unanimously approved by the Board.

5.6 **District Member Contributions**. Each District Member shall annually budget for and contribute its proportionate share of funding as described below to the District to be held in the accounts described in Paragraph 5.5 above. Contributions are payable monthly but in no event less often than quarterly. The District Members agree that funding for District Members shall be equal to one-third (1/3) of the budgeted cash amounts of the District for the next fiscal year. Brazos County shall, until agreed otherwise in writing, contribute in addition to its one-third of the budget amount, the current District's physical facilities including utilities and janitorial services, auditing services, accounting services, purchasing services and human resources services, and inclusion of District employees in the County's retirement, health insurance and worker's compensation programs and provide general liability and errors and omissions liability insurance coverage pursuant to the County's then current insurance policy insuring against risks and claims arising out of the operation of the District, without charge to the District.

5.7 **Fund Balance**. All unencumbered funds at the close of a fiscal year shall be deposited into the District's Fund Balance to be designated for use for public health services mutually beneficial to each District Member or shall be used to reduce budget contributions of the District Members in the following fiscal year. No appropriation of money for such later use shall be made unless unanimously approved by all District Members. All payments made to the District shall be from current revenues of each District Member.

5.8 **Invoice**. Premised upon the approval of the Budget by the Board and the governing body of each District Member of its contribution amount for the next succeeding year, the Director shall send an invoice to the appropriate financial department of each District Member, setting forth the cash contribution due and owing for that budget year. Each District Member's contribution shall be paid monthly or at the District Member's election, quarterly.

VI. DISSOLUTION

6.1 **Events Initiating Dissolution**. The District shall dissolve and its affairs shall be wound up on the first to occur of the following:

- a. the written consent of all District Members;
- b. the failure of a District Member to make its annual contribution unless the business of the District is continued by the consent of all remaining District Members;
- c. failure of District to fulfill its legal requirements in order to maintain its affiliation with the Texas Department of State Health Services.

6.2 **Liquidation Process.** On dissolution of the District, the Director shall act as liquidator. The Director shall proceed diligently to wind up the affairs of the District and make final distributions as provided herein. The costs of liquidation shall be borne as a District expense and shall be paid out of the District's available accounts as described in Paragraph 5.5 above. Until final distribution, the Director shall continue to operate the District properties with all of the power and authority of the Director. The steps required to liquidate the District are as follows:

6.2.1 **Accounting.** As promptly as possible after an event of dissolution and again after final liquidation, the Director shall cause a proper accounting to be made by a recognized firm of certified public accountants of the District's assets, liabilities, and operations through the last day of the calendar month in which the event of dissolution occurs or the final liquidation is completed, as applicable.

6.2.2 **Notice.** The Director shall cause the notice of such dissolution to be mailed to each known creditor of the District.

6.2.3 **Liabilities.** The Director shall pay, satisfy or discharge from District funds all of the debts, liabilities and obligations of the District (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the Director may reasonably determine). To the extent the District's liabilities exceed its assets, the District Members shall, in equal shares, contribute an amount sufficient to discharge such liabilities.

6.2.4 **Assets Remaining.** All remaining assets, if any, of the District shall be distributed to the District Members as follows:

6.2.4.1 **In Kind Contributions.** All assets which were originally received by the District as in-kind contributions and which are still in the possession of the District at the time of final distributions shall be returned to the contributing District Member.

6.2.4.2 **Sale.** All remaining property and assets shall be distributed equitably among the District Members pursuant to terms of a written mutual agreement. A dollar value representing the value of property received by each Member through the distribution process in this subparagraph 6.2.4.2 (the "Individual Deduction Amount") shall be allocated to each party. If the District Members are unable to negotiate an agreement for the equitable distribution of all or any of the remaining property, such remaining property shall be sold by sealed bid or auction in accordance with applicable laws. The proceeds of such sale and/or auction will be distributed equitably among the District Members as follows: the total value of proceeds received from sale and/or auction shall be added to the total value of property distributed to the parties under this subparagraph 6.2.4.2 (the "Total Gross Value"); the Total Gross Value shall be divided by the number of District Members participating at the time of dissolution (the "Individual Gross Amount Due"); each District Member shall

be paid (or reimburse, as appropriate) the difference between the Individual Gross Amount Due and such party's Individual Deduction Amount.

6.2.4.3 Surplus Property. To the extent allowed by applicable laws governing the disposal of surplus property, the parties may agree to donate items of personal property to authorized entities.

6.2.5 In-Kind Contributions. All distributions in kind to the District Members, as set forth in Paragraph 6.2.4.2 above, shall be made subject to the assumption of liability of each recipient Member for costs, expenses, and liabilities associated with such asset theretofore incurred or for which the District has committed prior to the date of distribution. The distribution of cash and/or property to a District Member in accordance with the provisions of this section constitutes a complete distribution to the District Member of all the District's property and constitutes a compromise to which all District Members do hereby consent.

6.2.6 Applicable Law. All actions shall be exercised in accord with existing local, state, and federal law, rules and regulations as they pertain to the termination of personnel, property and the responsibility to provide for services.

VII. MISCELLANEOUS

7.1. Effective date. This Agreement, as amended and restated, is effective when approved by the governing body of all District Members, and signed by the appropriate officer of each governing body.

7.2. Entire agreement; modifications severability. This Agreement supersedes all prior Agreements relating to the subject matter herein and contains the entire understanding of the parties hereto relating to the subject matter contained herein. This Agreement may not be modified or amended without a written agreement approved by the governing bodies of each of the District Members. The section headings herein are for convenience and reference, and are not intended to define or limit the scope of any condition, term, or provision of this Agreement. If any provision of this Agreement is held to be invalid for any reason, the remainder of the Agreement shall continue in full effect.

7.3. Governing law and venue. This Agreement is governed by the laws of the State of Texas and the Federal government, and should be construed to carry out the intent of the *Local Public Health Reorganization Act*, Chapter 121 of the Texas Health and Safety Code. This Agreement is expressly made subject to the Charters, ordinances, or orders of all District Member entities existing as of the effective date of this Agreement. This Agreement is performable in Brazos County, Texas, and the parties hereto agree that any action brought to enforce or interpret this Agreement shall be brought in Brazos County, Texas.

7.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No District member shall assign or subcontract this Agreement or any right, duty, or obligation hereunder, in whole or in part, without the express written consent of the remaining District Members.

7.5. **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2009.

ATTEST:

CITY OF BRYAN

MARY LYNNE STRATTA, City Secretary

By: _____
MARK CONLEE, Mayor

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

JANIS HAMPTON, City Attorney

DAVID WATKINS, City Manager

ATTEST:

CITY OF COLLEGE STATION

CONNIE HOOKS, City Secretary

By: _____
BEN WHITE, Mayor

APPROVED:

APPROVED:

HARVEY CARGILL, City Attorney

GLENN BROWN, City Manager

ATTEST:

BRAZOS COUNTY, TEXAS

KAREN MCQUEEN, County Clerk

By: _____
RANDY SIMS, County Judge

7.5. **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 8th day of Feb., 2009. 2010 (one)

ATTEST:

Mary Stratton
MARY LYNNE STRATTA, City Secretary

CITY OF BRYAN

By: Mark Conlee
MARK CONLEE, Mayor

APPROVED AS TO FORM:

Jan Hampton
JANIS HAMPTON, City Attorney

APPROVED AS TO SUBSTANCE:

David Watkins
DAVID WATKINS, City Manager

ATTEST:

CONNIE HOOKS, City Secretary

CITY OF COLLEGE STATION

By: _____
BEN WHITE, Mayor

APPROVED:

HARVEY CARGILL, City Attorney

APPROVED:

GLENN BROWN, City Manager

ATTEST:

KAREN MCQUEEN, County Clerk

BRAZOS COUNTY, TEXAS

By: _____
RANDY SIMS, County Judge

7.5. **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 30th day of January, 2009.

ATTEST:

CITY OF BRYAN

MARY LYNNE STRATTA, City Secretary

By: _____
MARK CONLEE, Mayor

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

JANIS HAMPTON, City Attorney

DAVID WATKINS, City Manager

ATTEST:

CITY OF COLLEGE STATION

CONNIE HOOKS, City Secretary

By: _____
BEN WHITE, Mayor

APPROVED:

APPROVED:

HARVEY CARGILL, City Attorney

GLENN BROWN, City Manager

ATTEST:

BRAZOS COUNTY, TEXAS

Karen McQueen

KAREN MCQUEEN, County Clerk

By: Randy Sims

RANDY SIMS, County Judge

7.5. **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 12th day of February, 2009.

ATTEST:

CITY OF BRYAN

MARY LYNNE STRATTA, City Secretary

By: _____
MARK CONLEE, Mayor

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

JANIS HAMPTON, City Attorney

DAVID WATKINS, City Manager

ATTEST:

CITY OF COLLEGE STATION

Connie Hooks

CONNIE HOOKS, City Secretary

By: Ben White

BEN WHITE, Mayor

APPROVED:

APPROVED:

Carla A Robinson

HARVEY CARGILL, City Attorney

Glenn Brown

GLENN BROWN, City Manager

ATTEST:

BRAZOS COUNTY, TEXAS

KAREN MCQUEEN, County Clerk

By: _____
RANDY SIMS, County Judge

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 12th day of February,
2010, by Ben White, in the capacity as Mayor of the City of College Station, a
Texas home-rule municipal corporation, on behalf of said corporation.



Notary Public in and for
the State of Texas

