

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: August 27, 2013		DATE SUBMITTED: August 12, 2013	
DEPARTMENT OF ORIGIN: Police		SUBMITTED BY: Eric Buske	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Law Enforcement Assistance Interlocal Agreement. (2013)			
SUMMARY STATEMENT: Request for the Mayor to execute an Interlocal Agreement between Texas A&M University, Blinn College, Brazos County, the City of College Station, Texas and the City of Bryan, Texas. The Parties to this Agreement are authorized by the Interlocal Cooperation Act in accordance with the Texas Government Code, Chapter 791, for the performance of the governmental function of providing Law Enforcement Services.			
STAFF ANALYSIS AND RECOMMENDATION: In the event of a disaster, crisis or major incident in the community it is critical for the safety of citizens that local law enforcement work together to ensure the safety and wellbeing of everyone. By entering into this Interlocal Agreement, the Chief Law Enforcement Officer may request or provide law enforcement resources to/from the other included parties.			
The Bryan Police Department recommends approving and executing the Law Enforcement Assistance Interlocal Agreement between Texas A&M University, Blinn College, Brazos County, the City of College Station, and the City of Bryan.			
OPTIONS (In Suggested Order of Staff Preference):			
1) Approve and sign the Interlocal Agreement.			
2) Do not approve and provide guidance to Staff.			
ATTACHMENTS:			
1. Proposed Interlocal Agreement between Texas A&M University, Blinn College, Brazos County, the City of College Station, Texas and the City of Bryan, Texas.			
FUNDING SOURCE: Parties to the Interlocal Agreement are funded by their individual annual budgets. Reimbursement can be sought in some circumstances from the State and Federal Government, in which case Bryan Police would utilize Kronos and police reports to track expenses to be submitted for reimbursement.			
APPROVALS: Hugh R. Walker, 08/13/2013			
APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 08-13-2013			
APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 08-19-2013			

**INTERLOCAL AGREEMENT
LAW ENFORCEMENT ASSISTANCE**

THIS INTERLOCAL AGREEMENT is hereby made and entered into this _____ day of _____, 2013, by and between the TEXAS A&M UNIVERSITY (the "University"), the BLINN COLLEGE (the "College"), the COUNTY OF BRAZOS, TEXAS ("Brazos County"), the CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation ("College Station"), the CITY OF BRYAN, TEXAS, a home rule municipal corporation ("Bryan"), each acting by and through its duly authorized agents (referred to collectively as the ("Parties"));

WHEREAS, the Parties to this Agreement are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint Agreement for the performance of the governmental function of providing Law Enforcement Services; and

WHEREAS, the Texas A&M University Police Department exercises primary jurisdiction within the territorial limits of the main university campus located within the incorporated limits of the City of College Station and within those areas owned by the Texas A&M University System which lie outside the territorial limits of the main university campus. The Texas A&M University Police Department shares concurrent jurisdiction within the territorial limits of Brazos County.

WHEREAS, the Blinn College Police Department exercises primary jurisdiction within the territorial limits of the main college campus located within the incorporated limits of the City of Bryan and within those areas owned by the Blinn College System which lie outside the territorial limits of the main college campus.

WHEREAS, the Brazos County Sheriff's Office exercises primary jurisdiction within the unincorporated territorial limits of Brazos County and those areas owned by Brazos County within the incorporated limits of the City of Bryan and the City of College Station. The Brazos County Sheriff's Office shares concurrent jurisdiction within the territorial limits of the City of Bryan and the City of College Station and exercises secondary jurisdiction within the territorial limits of those cities.

WHEREAS, the Brazos County Constables territorial limits are established by their respective precinct boundaries. The Brazos County Constables share concurrent jurisdiction within the territorial limits of Brazos County, the City of Bryan, and the City of College Station and exercise secondary jurisdiction within the territorial limits of Brazos County, the City of College Station, and the City of Bryan.

WHEREAS, the Bryan Police Department exercises primary jurisdiction within the incorporated limits of the City of Bryan and within those areas owned by the City of Bryan which lie outside the territorial limits of that city.

WHEREAS, the College Station Police Department exercises primary jurisdiction within the incorporated limits of the City of College Station and within those areas owned by the City of College Station which lie outside the territorial limits of that city.

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants made herein by the University, the College, Brazos County, College Station, and Bryan, the sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby mutually agree as follows:

I. DEFINITIONS

The following terms shall have the following meanings when used in the Agreement:

- (a) “Law Enforcement Officer” means any peace officer, as described in Article 2.12 of the Texas Code of Criminal Procedure who has been commissioned under the laws of the State of Texas.
- (b) “Law Enforcement Personnel” means any full time or part time employee(s), including Law Enforcement Officers, who work for a law enforcement agency of one of the Parties hereto.
- (c) “Chief Law Enforcement Officer” means the Sheriff, Constable, Chief of Police, or Director of University or College Police of the respective Parties. This term also applies to any person designated by the Chief Law Enforcement Officer to act on their behalf in regards to this Agreement.
- (d) “Presiding Officer” means the Mayor, County Judge, or other officer of the respective Parties authorized to declare a state of civil emergency.
- (e) “Requesting Agency” means the Party, or law enforcement agency thereof, that is requesting assistance from another Party, or law enforcement agency thereof.
- (f) “Provider Agency” means the Party, or law enforcement agency thereof, that is providing assistance the Requesting Party, or law enforcement agency thereof.

II. AGREEMENT

The Parties expressly agree this Agreement is intended to be and should be construed as a contractual document.

III. PURPOSE

The purpose of this Agreement is to authorize the Parties to cooperate in the performance of police protection and detention services, including but not limited to the investigation of criminal

activity and enforcement of the laws of the State of Texas, and the provision of additional law enforcement personnel and equipment to protect health, life and property.

IV. CONDITIONS FOR ASSIGNMENT / ASSISTANCE

The Parties agree to assign law enforcement personnel and equipment to perform law enforcement duties, including law enforcement protection and detention services, outside their respective territorial limits and jurisdictions, subject to the determination of availability of Law enforcement Personnel and discretion as to participation when:

- (a) The Chief Law Enforcement Officer of the Requesting Agency has requested assistance through the Chief Law Enforcement Officer of the Provider Agency; and
- (b) The Chief Law Enforcement Officer of the Provider Agency has determined, in their sole discretion, that sufficient law enforcement personnel and equipment are available for the specific assignment and that the health, safety, or welfare of the Provider Agency's citizens would not be endangered by dispatching law enforcement personnel or equipment outside of the Provider Agency's jurisdictional limits.

V. REQUESTING INFORMATION

Any request for aid under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested, the specific location to which the equipment and personnel are to be dispatched, and a reasonable estimate of the length of time the assistance will be needed. However, the amount and type of equipment and number of personnel to be furnished shall be determined by and in the sole discretion of the Chief Law Enforcement Officer of the Provider Agency.

VI. COMMUNICATIONS

Communications between law enforcement personnel responding pursuant to this Agreement shall be determined by the Requesting Agency's officer in tactical control of the situation. When practical, the primary means of communication shall be by telephone or two way radio communications either mobile to mobile or mobile to base with the Requesting Agency providing communication center coordination.

VII. REPORTING / QUALIFICATIONS / DURATION OF ASSIGNMENT

Upon assignment to the Requesting Agency, law enforcement personnel of the Provider Agency shall report to the Requesting Agency's officer in tactical control at the location to which they have been assigned, and shall be under the command of the Requesting Agency's Chief Law Enforcement Officer, with all the powers of a regular law enforcement officer of the Requesting Agency, as fully as though he/she were within the jurisdictional limits of the governmental entity where he/she is regularly employed, and his/her qualifications as a law enforcement officer where regularly employed shall constitute his/her qualifications for such

officer within the jurisdictional limits of the Requesting Agency, and no other oath, bond, or compensation need be made. Additionally, such law enforcement personnel shall have the same investigative authority as if they were investigating criminal activity within the jurisdictional limits of the government for which they are regularly employed.

Law Enforcement Personnel of the Provider Agency will be released by the Requesting Agency when their services are no longer needed.

While in the service of the Requesting Agency, Law Enforcement Personnel of the Provider Agency shall be deemed Law Enforcement Personnel of the Requesting Agency, regardless whether they are compensated for such service by the Provider Agency.

VIII. ASSIGNMENTS / JOB DUTIES

Law Enforcement Personnel of the Provider Agency shall perform duties as directed.

When the need exists, Law Enforcement Personnel of the Provider Agency may be assigned to processing and transporting arrestees from the scene of incidents to designated detention facilities. If temporary detention facilities are necessary and are deemed inadequate by design, continuous supervision shall be provided for until permanent facilities are located.

If Law Enforcement Personnel assigned to a Requesting Agency are directed or requested to do any illegal act, each such employee shall be entitled to decline or refuse to act.

IX. WITHDRAWAL FROM PARTICIPATION

Notwithstanding any other provisions contained herein, Law Enforcement Personnel assigned to the Requesting Agency shall remain under the ultimate command of the Provider Agency. Consequently, the Chief Law Enforcement Officer of the Provider Agency may at any time, in their sole discretion, withdraw the Provider Agency's personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement.

X. COMPENSATION

Any law enforcement personnel who is assigned, designated, or ordered by the Chief Law Enforcement Officer of the Provider Agency to perform duties pursuant to this Agreement, is entitled to receive the same wage, salary, pension, and all other compensation and all other rights for such service, including but not limited to injury or death benefits, and workers compensation benefits, the same as though the service had been rendered within the jurisdictional limits of the Provider Agency. Such Law Enforcement Personnel are also entitled to payment for any reasonable expenses incurred for travel, food, or lodging while on duty outside the jurisdictional limits of the Provider Agency.

All wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses shall be paid by the Provider Agency in the same manner as though the service had been rendered within the jurisdictional limits of the

Provider Agency. The Requesting Agency shall reimburse the Provider Agency after the payment is made and reimbursement is requested.

XI. CIVIL LAWSUITS

In the event that any person performing criminal investigation and law enforcement, law enforcement protection, or detention services pursuant to this Agreement shall be cited as a Party to any civil lawsuit, state or federal, arising out of the performance of those services, he/she shall be entitled to the same benefits that he/she would be entitled to receive if such civil action has arisen out of his duties as a member of the Provider Agency and in the jurisdiction of the Provider Agency.

Third-party claims against the Parties shall be governed by the Texas Tort Claims Act or other appropriate statutes, ordinances, or laws of the State of Texas.

Each Party to this Agreement agrees that if legal action is brought under this Agreement, exclusive venue shall be in Brazos County, Texas.

XII. INDEMNITY / RELEASE

As otherwise provide for under paragraph XI (Civil Lawsuits) and to the extent permitted by the laws of the State of Texas, and without waiving governmental immunity or the limitations as to damages under the Texas Tort Claims Act, the Parties each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person or damage to any property, arising out of or in connection with the work performed under this Agreement. The Parties hereby agree that each Party will remain solely responsible for the legal defense and any civil liability due to the actions of a Law Enforcement Officer or other personnel regularly employed by the Party. Nothing herein shall be construed as a waiver of any legal defense of any nature to any claim against a Party or an agent, officer or employee of a Party.

The Requesting Agency assumes full responsibility for the services to be performed hereunder, and hereby releases, relinquishes, and discharges the Provider Agency, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the services, personnel, or equipment provided by the Provider Agency under this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Provider Agency, its officers, agents, and employees, or any third party.

XIII. RESERVATION OF IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from any activity conducted pursuant to this Agreement.

XIV. EXPENDING FUNDS

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall be liable for failure to expend funds to provide aid hereunder.

XV. VALIDITY

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

XVI. EXECUTION / EFFECTIVE DATE / TERM AND TERMINATION

This Agreement shall become effective immediately upon execution by all the Parties hereto with the initial term of this Agreement commencing on the effective date and ending on the succeeding September 30th. Thereafter, this Agreement shall automatically renew for nine (9) successive one (1) year periods, each commencing on October 1st and expiring on September 30th of the following year. Any Party wishing not to renew shall provide written notice to all Parties at least thirty (30) days prior to any annual renewal date during the term of this Agreement.

Notwithstanding the above, any Party to this Agreement may terminate its participation in this Agreement by providing thirty (30) days written notice as provided herein to the Presiding Officer of every other Party. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

XVII. MODIFICATION

This Agreement may only be amended, modified, or revised by the mutual agreement of the Parties hereto in writing.

This instrument contains all commitments and agreements of the Parties, and oral and written commitments not contained herein shall have no force or effect to alter any terms or conditions of this Agreement.

XVIII. ORIGINAL DOCUMENTS

It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

XIX. WAIVER

The failure of either Party to insist, in one or more instances, on strict performance of any of the requirements of this Agreement will not be construed as a waiver or relinquishment of such requirements in future instances, but such requirements will continue and remain in full force and effect.

XX. SEVERABILITY

If one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement and the Agreement shall be construed as if the invalid, illegal, or unenforceable term or provision had never been contained in it.

XXI. NOTICES

Any notices, approval, consent, or communication by one Party to another must be in writing and may be by personal delivery or registered or certified United States Mail, properly addressed to the respective Parties as follows:

BRAZOS COUNTY:

Sheriff
Chris Kirk
Brazos County Sheriff's Department
300 East 29th Street, Suite 105
Bryan, Texas, 77803

Tele: (979) 361-4148
E-Mail: chriskirk@highsheriff.com
Fax: (979) 361-4170

Constable
Jeff Reeves
Office of the Constable, Precinct 1
12845 FM 2154, Suite 140
College Station, Texas, 77845

Tele: (979) 695-0030
E-Mail: jreeves@brazoscountytexas.gov
Fax: (979) 695-0324

Constable
Donald Lampo
Office of the Constable, Precinct 2
300 East 26th Street, Suite 109B
Bryan, Texas, 77803

Tele: (979) 361-4477
E-Mail: dlampo@co.brazos.tx.us
Fax: (979) 361-4455

Constable
Rick Starnes
Office of the Constable, Precinct 3
1500 George Bush Drive
College Station, Texas, 77845

Tele: (979) 694-7900
E-Mail: rstarnes@brazoscountytexas.gov
Fax: (979) 694-7902

Constable
Isaac Butler
Office of the Constable, Precinct 4
206 N. Washington Avenue
Bryan, Texas, 77803

Tele: (979) 361-4266
E-Mail: ibutler@co.brazos.tx.us
Fax: (979) 361-4200

with copy to:

County Judge
Duane Peters
Brazos County
300 East 29th Street, Suite 114
Bryan, Texas 77803

Tele: (979) 361-4102
E-Mail: dpeters@brazoscountytexas.gov
Fax: (979) 823-6593

TEXAS A&M UNIVERSITY:

Interim Chief of Police TAMU Police
Mike Ragan
Texas A&M University Police Department
1231 TAMU
1111 Research Parkway
College Station, Texas, 77843

Tele: (979) 845-8898
E-Mail: mragan@tamu.edu
Fax: (979) 862-8109

with copy to:

President
R. Bowen Loftin
Texas A&M University
8th Floor Rudder Tower
College Station, Texas 77843

Tele: (979) 845-2217
E-Mail: rbloftin@tamu.edu
Fax: (979) 845-5027

BLINN COLLEGE:

Captain Blinn College Police
Bill May
Blinn College
2423 Blinn Blvd.
P.O. Box 6030
Bryan, Texas 77805

Tele: (979) 209-7418
E-Mail: bmay@blinn.edu
Fax: (979) 209-7448

with copy to:

President
Ted Raspiller
Blinn College
2423 Blinn Blvd.
P. O. Box 6030
Bryan, Texas 77805

Tele: (979) 830-4112
E-Mail: ted.raspiller@blinn.edu
Fax:

COLLEGE STATION:

Chief of Police
Jeff Capps
College Station Police Department
2611 Texas Avenue S.
College Station, Texas 77840

with copy to:

Interim City Manager
Kathy Merrill
City Of College Station
1101 Texas Avenue South.
College Station, Texas 77840

Additional Contact Information:

Tele: (979) 764-3605
E-Mail: jcapps@cstx.gov
Fax (409) 764-3468

Tele: (979) 764-3510
E-Mail: kmerrill@cstx.gov
Fax: (979) 764-6377

BRYAN:

Chief of Police
Eric Buske
Department
301 South Texas Avenue
Bryan, Texas 77803

with copy to:

City Manager
Kean Register
300 South Texas Avenue
Bryan, Texas 77803

Tele: (979) 209-5387
E-Mail: ebuske@bryantx.gov
Fax: (979) 209-5388

Tele: (979) 209-5100
E-Mail: kregister@bryantx.gov
Fax: (979) 209-5106

XXII. INTERLOCAL COOPERATION ACT

The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Interlocal Cooperation Act and that the payments as enumerated herein fairly compensates the performing Parties for the services and functions performed under this Agreement. The Parties hereto further expressly acknowledge and agree that payment for services and functions under this Agreement shall be paid from current revenues available to the paying party. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges and immunities as may be provided by law.

XXIII. HEADINGS

The article headings in this Agreement are used for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

XXIV. JURISDICTION

This Agreement is construed under and in accordance with the laws of the State of Texas and is performable in Brazos County, Texas.

XXV. WARRANTY

The Agreement has been officially authorized by the governing or controlling body of each Party and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

XXVI. SUPERCESSION AND PREEMPTION

Upon execution of this Agreement by all Parties hereto, this Agreement shall preempt and supersede that certain INTERLOCAL AGREEMENT EMERGENCY LAW ENFORCEMENT ASSISTANCE contract made and entered into on October 2, 2008, also between the Parties hereto.

EXECUTED this the _____ day of _____, 2013 by
Brazos County.

COUNTY OF BRAZOS

By: _____

Duane Peters
Brazos County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

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 **DUANE PETERS**, County Judge of Brazos County, Texas, 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 _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
the **Brazos County Sheriff's Department**.

COUNTY OF BRAZOS

By: _____

CHRIS KIRK
Brazos County Sheriff

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

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 **CHRIS KIRK**, Sheriff of Brazos County, Texas, 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 _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
the **Office of the Constable, Precinct 1.**

COUNTY OF BRAZOS

By: _____

JEFF REEVES
Brazos County Constable Precinct 1

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

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 **JEFF REEVES**, Constable, Precinct 1, Brazos County, Texas, 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 _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
the **Office of the Constable, Precinct 2.**

COUNTY OF BRAZOS

By: _____

DONALD LAMPO
Brazos County Constable Precinct 2

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

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 **DONALD LAMPO**, Constable, Precinct 2, Brazos County, Texas, 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 _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
the **Office of the Constable, Precinct 3.**

COUNTY OF BRAZOS

By: _____

RICK STARNES
Brazos County Constable Precinct 3

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

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 **RICK STARNES**, Constable, Precinct 3, Brazos County, Texas, 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 _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
the **Office of the Constable, Precinct 4.**

COUNTY OF BRAZOS

By: _____

ISAAC BUTLER
Brazos County Constable Precinct 4

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

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 **ISAAC BUTLER**, Constable, Precinct 4, Brazos County, Texas, 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 _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
Texas A&M University.

TEXAS A&M UNIVERSITY

By: _____

DEAN K. ENDLER
Interim University Contracts Officer

ATTEST:

APPROVED AS TO FORM:

Secretary

Attorney

ACKNOWLEDGEMENT

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 **DEAN K. ENDLER**, Interim University Contracts Officer of Texas A&M University, College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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 _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
Blinn College.

BLINN COLLEGE

By: _____
TED RASPILLER
President

ATTEST:

APPROVED AS TO FORM:

Secretary

Attorney

ACKNOWLEDGEMENT

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 **TED RASPILLER**, President of Blinn College, Bryan, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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 _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
College Station.

CITY OF COLLEGE STATION

By: _____

NANCY BERRY
Mayor, City of College Station

ATTEST:

APPROVED AS TO FORM:

Sherry Mashburn
City Secretary

Carla Robinson
City Attorney

ACKNOWLEDGEMENT

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 **NANCY BERRY**, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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 _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
BRYAN.

CITY OF BRYAN

By: _____

JASON P. BIENSKI
Mayor, City of Bryan

ATTEST:

APPROVED AS TO FORM:

Mary Lynne Stratta
City Secretary

Janis K. Hampton
City Attorney

ACKNOWLEDGEMENT

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 **JASON BIENSKI**, Mayor of Bryan, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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
_____, A.D. 2013

Notary Public, State of Texas
My Commission Expires: _____

