

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF WACO
AND McLENNAN COUNTY JUNIOR COLLEGE DISTRICT
FOR PARTIAL TIF FUNDING OF THE
PROJECT AT 1300 COLLEGE DRIVE, WACO, TEXAS**

This MEMORANDUM OF AGREEMENT (hereinafter “Agreement”) is entered into to be effective as of the ____ day of ____, 2023 (the “Effective Date”) by and between McLENNAN COUNTY JUNIOR COLLEGE DISTRICT, (hereinafter referred to as “MCC”, or “Contractor”) and the CITY OF WACO (hereinafter referred to as “City”) on the date set forth by the signature of the last party to execute this Agreement.

RECITALS

WHEREAS, the City has designated a certain area as Reinvestment Zone Number Four for Tax Increment Financing (hereinafter “TIF”) and has adopted the Project and Financing Plan for TIF to provide partial public financing of projects for public improvements and enhanced infrastructure within the TIF; and

WHEREAS, on _____, 2023, through Resolution No. 2023-_____, the City Council authorized a Memorandum of Agreement with MCC to provide partial TIF funding in the amounts set forth below not to exceed \$1,210,536.00 to assist with improvements associated with the redevelopment and construction of the former Cameron Summer Home into Cameron Hall and Courtyard mixed use office, entertainment, and education facility at 1300 College Drive, Waco, Texas, that will have a total completion value of \$6,052,681.00,

NOW, THEREFORE, for the promises and considerations set forth herein, the parties to this Agreement agree as follows:

**I.
DEFINITIONS**

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, policy, regulation, permit, interpretation, certificate or order of any governmental authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City codes and ordinances, including zoning ordinances.

“MCAD” means McLennan County Appraisal District.

“Project” means the redevelopment and construction of former Cameron Summer Home into Cameron Hall and Courtyard mixed use office, entertainment, and education facility at 1300 College Drive, Waco, Texas.

“Project Commencement” means MCC (i) has obtained all necessary building permits, (ii) has obtained all City plan approval required by the City’s codes and ordinances and this Agreement, and (iii) has broken ground on construction.

“Project Completion” means that: a) the Project has received a certificate of occupancy; b) all requirements of Section 2.4 have been met; and c) MCC and/or the contractor(s) that MCC hires, or causes to be hired, to construct the Project have been paid or otherwise satisfied and have consented to such final payment.

“Property” means the real property and improvements located at the property off of Scottish Trail adjacent to Park Lot 1 at 1300 College Drive, Waco, Texas, which at the time of execution of this Agreement, is identified by MCAD as Property ID Number 182835.

“Projected Value” means Project’s final value of all Property, buildings, and improvements after Project Completion, of SIX MILLION, FIFTY-TWO THOUSAND, SIX HUNDRED EIGHTY-ONE DOLLARS (\$6,052,681.00).

“TIF-Eligible” means those expenses or improvements that comply with the requirements of Chapter 311 of the TIF Act.

“TIF-Eligible Expense” means a Project expense related to the following –improvements: demolition of the existing structure, site preparation and foundation, structural steel installation, roofing, metal framing, HVAC, plumbing, electrical, irrigation, landscaping, and historic courtyard restoration at, near, and adjacent to the Project, and as is more particularly described in Section 2.4 and more particularly shown in MCC’s TIF Funding Application, attached hereto and incorporated herein as **Exhibit “A,”** and the TIF Board Presentation.

“TIF Funds” means the funds paid by the City pursuant to the Agreement, which shall not exceed a total amount of One Million, Two Hundred, Ten Thousand, Five Hundred and Thirty-Six Dollars (\$1,210,536.00).

II. **MCC COMMITMENTS**

2.1 Project Commencement. MCC shall commence the Project (i.e., Project Commencement shall occur) on or before June 6, 2023, unless the Project Commencement date is extended as provided herein.

2.2 Project Completion. MCC shall complete the entire Project (i.e., Project Completion shall occur) on or before March 1, 2024, unless the Project Completion date is extended as provided herein.

2.3 Extension of Project Commencement and/or Project Completion dates. If MCC determines that the Project will not timely commence or be completed within the timeframe set forth herein, MCC must provide written notice to the City no later than thirty (30) days before the

applicable date, stating the reasons for the Project's delay and request a new Project Commencement or Project Completion date.

2.3.1 The City Manager is authorized to issue a letter to extend the Project Commencement Date for up to an additional one hundred eighty (180) days. Extension of the Project Commencement date shall not extend the Project Completion Date or the Term of the Agreement. Extensions by City Manager will not be unreasonably withheld.

2.3.2 The City Manager is authorized to issue a letter to extend the Project Completion date and the terms of this Agreement for up to an additional one hundred eighty (180) days. If more than one hundred eighty (180) days is requested, approval of such extension must be given by the City Council of the City of Waco. Any extension of the Project Completion Date shall extend the Term of the Agreement by the extended period of time. Extensions by City Manager will not be unreasonably withheld.

2.4 **Requirements of Project.** MCC shall complete the Project and all public improvements at, near, and adjacent to the Project in compliance with:

2.4.1 All details, representations, renderings, drawings and specifications in the TIF Application, subject to reasonable and necessary revisions, which is attached as **Exhibit A**, including the depictions/elevations and the site plan;

2.4.2 All Applicable Law; and

2.4.3 All requirements of utility companies that will be affected by or involved in the Project.

2.5 **Progress Reports and Verification.** MCC will provide updates to the City on the progress of the Project and public/private improvements work upon receipt of a reasonable request from the City. Within 60 days of Project Completion, MCC shall submit to the City:

2.5.1 Supporting invoices and documentation verifying Project Completion; and

2.5.2 Documentation verifying expenses and identifying each expenditure for which reimbursement is requested as a TIF-Eligible Expense as provided herein.

2.6 **Total Project Costs and Scope.** MCC shall complete the Project Projected Value with a minimum of \$1,210,536.00 being TIF-Eligible improvements as determined in good faith by City staff after Project Completion.

2.7 **Payment of Taxes.** MCC agrees to pay ad valorem taxes and assessments, if any, (unless otherwise exempted or abated) it owes to the City prior to such taxes and/or assessments becoming delinquent.

2.8 **City Right of Audit.** During the term of this Agreement, the City has the right to audit all of MCC's invoices related to this Project to determine the actual amount of TIF-Eligible Expenses incurred and paid in connection with this Project. If the total actual TIF-Eligible Expenses incurred

and paid in connection with the Project are less than the maximum amounts (as defined above), then the TIF Funds hereunder shall be reduced proportionately. For example, if the total actual TIF-Eligible Expenses incurred and paid in connection with the Project are only 90% of the amount requested by MCC and approved by the City and/or the TIF Board, the TIF Funds paid to MCC will be reduced by 10%. If TIF Funds have already been disbursed, then within sixty (60) days after notice from the City, MCC shall repay the portion of such funds for which it is not eligible to receive payment hereunder. Additionally, the City has the right to audit all of MCC's invoices related to the private improvement expenses for the Project to determine the actual amount of the total Project costs incurred and paid by MCC.

2.9 Performance Bonds, Payment Bonds and Maintenance Bonds. The City, MCC, and the general contractor hired by MCC shall enter into a “Three Party Contract for Public Improvements” (“**Three Party Contract**”) that will require the general contractor to furnish the City of Waco (a.) a Performance Bond (b.) a Payment Bond, and (c.) a Maintenance Bond (collectively “**the Bonds**”) each in the amount of the contract price for work before beginning work on the public improvements; and (d.) insurance that complies with Section VII. “Insurance and Indemnification” of this agreement. MCC shall furnish original proof of the Bonds and insurance to the City’s Public Works Department, each of which is clearly labeled with the contract name and City department; and also furnish original proof of the Bonds and insurance to the Economic Development Department.

2.9.1 Performance Bond. The Performance Bond shall be solely for the protection of the City of Waco and MCC. The Performance Bond shall be made in favor of the City and MCC.

2.9.2 Payment Bond. The Payment Bond shall be solely for the protection of all persons, firms and corporations who may furnish materials or perform labor to construct and/or install the public improvements. The Payment Bond shall be made in favor of the City, MCC and all persons, firms or corporations who may furnish materials or perform labor to construct and/or install the public improvements.

2.9.3 Maintenance Bond. The Maintenance Bond in the amount of the contract price for work shall be made in favor of the City and MCC for a period of one (1) year from the date of acceptance of the public improvements by the City. The Maintenance Bond shall be executed by an approved surety company authorized to do business in the State of Texas. Furnishing original proof of the Maintenance Bond to the Public Works Department is a condition of payment under this Agreement.

2.10 Complimentary Items for the City. Each year during the Term of the Agreement, MCC shall provide to the City, free of charge to the City, use of any meeting space or the courtyard for four days. The City will choose the days, provided the requested days are not in conflict with events then scheduled by MCC at the time of notice by the City.

III.
CITY OF WACO COMMITMENTS

3.1 **TIF Funding.** City agrees to provide TIF Funds of an amount as set forth herein not to exceed One Million, Two Hundred, Ten Thousand, Five Hundred and Thirty-Six Dollars \$1,210,536.00, to MCC to reimburse a portion of MCC's costs for TIF-Eligible Expenses, contingent on adherence to all terms of this Agreement by MCC. City Manager acting in good faith has final authority to determine which Project costs are eligible for reimbursement.

3.2 **Payment Schedule of TIF Funds.** Subject to Section 3.3, the TIF Funds will be disbursed as follows:

3.2.1 An amount not to exceed \$242,107.20 ("First Payment") no sooner than 60 days after Project Completion and upon verification of the Project Expenses, including TIF-Eligible Expenses, pursuant to Section 2.5.

3.2.2 An amount not to exceed \$242,107.20 ("Second Payment") on the date that is three hundred sixty-five (365) days after the date on which the First Payment is made to MCC by the City.

3.2.3 An amount not to exceed \$242,107.20 ("Third Payment") on the date that is three hundred sixty-five (365) days after the date on which the Second Payment is made to MCC by the City.

3.2.4 An amount not to exceed \$242,107.20 ("Fourth Payment") on the date that is three hundred sixty-five (365) days after the date on which the Third Payment is made to MCC by the City.

3.2.5 An amount not to exceed \$242,107.20 ("Final Payment") on the date that is three hundred sixty-five (365) days after the date on which the Fourth Payment is made to MCC by the City.

3.3 **Payments Subject to Available Funds.** The payment of TIF Funds to MCC is subject to available funds in the Reinvestment Zone Number Four for Tax Increment Financing Tax Increment Fund in each fiscal year. Any deficit not included in the scheduled payment shall roll to the next subsequent fiscal year's payment. If funds are not available in the Tax Increment Fund in any fiscal year, the City shall reimburse MCC with simple interest rate and penalty (10% simple interest rate) per year from available funds in the Tax Increment Fund in the current year and the deficit shall be reimbursed to MCC in the next fiscal year's payment, providing that funds are available. The City shall endeavor to manage the Tax Increment Fund in a manner to enable the payments herein set forth.

IV. NONCOMPLIANCE

4.1 Failure to Meet Project Commencement or Project Completion Date. Subject to Sections 2.1-2.3, if MCC cannot fulfill its commitments as set forth in this Agreement, MCC must submit a letter to the City outlining the reasons that it has failed to meet the Project Commencement Date and/or Project Completion Date. If MCC states that the Project and/or the public improvements will not be completed, or MCC does not complete/commence the Project and/or the public improvements within the timeframes set forth in this Agreement or within any applicable extension of time given by City, City may give written notice to MCC that City's obligation to provide TIF Funding under this Agreement will be modified or terminated.

4.2 Greater than 25% Reduction of Total Project Costs. If the City's good faith review of invoices and/or audit of the total Project costs reveal that MCC did not actually expend at least \$4,539,510.00 (said amount being 75% of the Project Costs), then the City is not obligated to pay any of the TIF Funds for the Project and is released from any and all of its commitments under Section 3 of this Agreement. If TIF Funds have already been disbursed, then within sixty (60) days' notice from the City, MCC shall repay the portion of the TIF incentive funds for which it is no longer eligible to receive payment.

4.3 Restriction on Transfer to Tax-Exempt Entities. The City understands that the MCC is a non-profit entity. During the Term of this Agreement, except as may be required by law, no sale, transfer, or other conveyance of any real property within the Project Area, as described in **Exhibit "A"** and **Exhibit "B"** may be made to another entity that claims exemption, or is exempt, from real property taxes for all or part of the real property in the Project Area (a "Restricted Entity") without the prior written approval of the City. In the event that MCC seeks to transfer any property in the Project area to a Restricted Entity during the Term of the Agreement, such transfer may only occur upon the prior written approval of the City and upon the prior execution of a separate agreement between the purchasing Restricted Entity and the City. This requirement shall be a covenant running with the land and shall be enforceable, as applicable, during the Term of the Agreement as if the purchaser, transferee, or possessor of the real property were originally a party to and bound by this Agreement. MCC agrees to execute a "Memorandum of Unrecorded Agreement" or similar document for filing with the official public records of the McLennan County Clerk memorializing this covenant to give notice to any subsequent purchaser, transferee, or possessor of the Property.

4.4 Noncompliance with Other Contract Provisions. After written notice and a thirty (30) day chance to cure, the City may also suspend or terminate this Agreement, in whole or in part, if MCC materially fails to comply with any material term of this Agreement, or with any Applicable Law. If MCC is noncompliant, then City may declare MCC ineligible for any further participation

in the City's contracts; and, City may withhold payment of TIF Funds until such time as MCC is found to be in compliance by City or is otherwise adjudicated to be in compliance with this Agreement; and/or City may use other lawful remedies.

V. TERM

The term of this Agreement runs through March 1, 2034, or ten (10) years after the extended Project Completion date, if applicable.

VI. UNDOCUMENTED WORKERS

6.1 MCC acknowledges that effective September 1, 2007, the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. ***MCC hereby certifies that MCC, and any branches, division, or departments of MCC, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that MCC, or any branch division, or department of MCC, is convicted of a violation under § U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens) and such violation occurs during the Term of this Agreement:***

- ***If such conviction occurs during the Term of this Agreement, this Agreement shall terminate contemporaneously upon such conviction (subject to any appellate rights that may lawfully be available to and exercised by MCC) and MCC shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of TIF funding received by MCC hereunder, if any, plus Simple Interest at a rate of five percent (5%) per annum: or***
- ***If such conviction occurs during the first year after expiration or termination of this Agreement, subject to any appellate rights that may lawfully be available to and exercised by MCC, MCC shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of TIF funding received by MCC hereunder, if any, plus Simple Interest at a rate of five percent (5%) per annum.***

For the purpose of this Section, “Simple Interest” is defined as a rate of interest applied only to an original value, in this case the aggregate amount of TIF funding. This rate of interest can be applied each year, but will only apply to the aggregate amount of TIF funding and is not applied to interest calculated. For example, if the aggregate amount of TIF funding is \$10,000 and it is required to be paid back with five percent (5%) interest five years later, the total amount would be \$10,000 + [5 x (\$10,000 x 0.05)], which is \$12,500.00.

VII. INSURANCE AND INDEMNIFICATION

A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles, a contractor shall require that each contractor that installs public improvements on City property, in the City right-of-way, or in the City easement comply with the provisions of this Agreement and each contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General Liability Including: <ul style="list-style-type: none"> • Premises/Operations • Independent Contractors • Products Liability/Completed Operations • Personal & Advertising Injury • Broad form property damage, to include fire legal liability 	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ol style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles 	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).

Term of Policy. With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of seven (7) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

Modification of Insurance Requirement. The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Management Consultant or designee, based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

Proof of Insurance Required and When to Submit.

Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

Who Submits and When to Submit. Contractor must furnish proof of insurance that covers the legal entity “McLennan County Junior College District” to the City’s Economic Development Department which is clearly labeled with the contract name and City department. This proof must be furnished and accepted by the City BEFORE contractor commences performance on the project. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City’s Risk Management Consultant shall have authority to waive this requirement. **The contractor(s) that MCC hires to construct the public improvements shall also furnish proof of insurance to the City’s Risk Management Consultant in accordance with the Three-Party Contract referenced in Section 2.09 of this Agreement BEFORE work on the public improvements begins.**

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an “Other Insurance” clause shall not apply to the City where the City is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by the broker of record and must be signed and include the agent information including the agent’s name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City’s Economic Development Department by U.S. Postal Service to City of Waco, ATTN: Economic Development Department, P.O. Box 2570, Waco, Texas 76702-2570.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City’s Economic Development Department. The contractor understands that it is the contractor’s sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of

the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

INDEMNIFICATION.

A CONTRACTOR EXECUTING A CONTRACT WITH THE CITY AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND TO THE EXTENT PERMITTED BY LAW AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, THEIR EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY, AND SOME OTHER THIRD PARTY.

Employee Litigation: In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.

VIII. **MISCELLANEOUS**

8.1 **Article and Section Headings.** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 **Venue and Choice of Law.** Texas law shall govern interpretation of this Agreement and all disputes hereunder. The Agreement is to be performed in McLennan County, Texas, and venue for any dispute between the parties shall be fixed in a court of competent jurisdiction in McLennan County, Texas.

8.3 **Signature Authority.** The persons executing this Agreement are authorized to sign this Agreement on behalf of the party for which they sign and have the express power to bind the parties for which they sign.

8.4 **Notice.** Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail or other reliable courier to the addresses listed below. A party may, by written notification to the other party, change the address for notices to the party under this Agreement.

Notice to the City of Waco shall be sent to:

City Manager's Office
Economic Development – TIF
P.O. Box 2570
Waco, Texas 76702-2570

Notice to MCC shall be sent to:

McLennan Community College
Attention: President
1400 College Drive
Waco, Texas 76708
E-mail: jmckown@mclennan.edu

8.5 **Waiver.** No waiver by either party of any provision of this Agreement shall be effective unless in writing and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

8.6 **Assignment.** No party may assign this Agreement without the prior written approval of the other party .

8.7 **Agreement and Binding Authority.** This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

8.8 **Amendments.** This Agreement can be supplemented and/or amended only by a dated written document executed by both parties.

8.9 **Partial Invalidity.** If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.10 **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

8.11 **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

(execution block on the next page)

EXECUTED this _____ day of _____, 2023.

McLennan County Junior College District

By: _____
Dr. Johnette McKown, President

ATTEST:

City of Waco, Texas

By: _____
Bradley Ford
City Manager

ATTEST:

Michelle Hicks, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Jennifer Richie, City Attorney