# BRAZORIA COUNTY ECONONIC DEVELOPMENT PLAN AGREEMENT

This Agreement for a county-wide public/private economic development plan, made pursuant to Texas Local Government Code §381.004(c)(1) and (3), is made and entered into by and between BRAZORIA COUNTY, TEXAS ("County") and the ECONOMIC DEVELOPMENT ALLIANCE FOR BRAZORIA COUNTY ("Alliance") formerly known as BRAZORIA COUNTY PARTNERSHIP, INC., a Texas nonprofit corporation domiciled in or near Angleton, Brazoria County, Texas.

#### I. PURPOSE

The Alliance has for its purpose pursuing through a county-wide cooperative effort between the public and private sectors of the county the promotion of the common interest of the people throughout Brazoria County, by marketing and promoting Brazoria County to encourage new businesses to establish and operate commercial and manufacturing facilities as well as other industrial activities to broaden its tax base, provide additional and better employment, expand tourism and commerce, and increase the economic strength and stability of the county.

### II. ORGANIZATION

- 2.1 The Alliance finds and determines that to be successful in its purpose, the Alliance activities must be adequately funded, and that it is desirable, productive and economical to work toward this goal through a unified county-wide effort that invites public/private participation and assures representation to all communities and geographic areas within Brazoria County. In furtherance of that goal, the partnership hereby establishes criteria to assure that participation in the Alliance and management of its business will be representative of all areas of the county.
- 2.2 Management of the Alliance, vested with the control of the day-to-day operations of the Alliance, shall be the person who occupies the position of chief executive officer of the Alliance.
- 2.3 The Alliance is a Texas nonprofit corporation having expertise in the field of economic development, whose purpose is to accomplish the objectives and purposes as set forth in paragraph I, above.
- 2.4 The Alliance shall be domiciled in and maintain its principle office in or near Angleton, Texas.
- 2.5 The Alliance is and shall be governed by the board of directors composed of Trustee level members of the Alliance.
- 2.6 The Alliance shall adopt and maintain in force Bylaws subject to approval of the membership. The directors shall all be Trustee level members as defined by the Bylaws of the Alliance.
- 2.7 By virtue of its funding effort set out in paragraph IV below, a member of the Brazoria County Commissioners Court shall act as a Trustee member of the Alliance. This representative as a Trustee shall be determined by the Brazoria County Commissioners Court.

## III. ADMINISTRATION

3.1 The Alliance shall be responsible for developing and administering a comprehensive economic development program for all of Brazoria County, on behalf of all of the Members, for the solicitation of industrial, business and commercial prospects for location in Brazoria County or in a municipality located therein. The program will include,

but not be limited to, marketing and promoting Brazoria County, tourism, site selection and analysis services for new business and industry seeking a location in Brazoria County, assistance to existing businesses seeking to expand in Brazoria County, dissemination of the demographic information about Brazoria County to prospective new business and industry, and enabling Brazoria County to compete more successfully for new business and industry.

- 3.2 The Alliance may employ a chief executive officer qualified as an economic development executive, together with such supporting staff as may be authorized from time to time by the Executive Committee. Such persons shall be employees of the Alliance and the terms of employment, including wages and benefits shall be determined by the Alliance.
- 3.3 The Trustees of the Alliance may by majority vote appoint Trustees to an executive committee composed of four or more members. The Trustees shall designate which member of the committee shall be the chair, vice chair, secretary and treasurer. The Executive Committee shall be charged with the duties of supervising the CEO of the Alliance in its daily operation and conduct of business of the Alliance, as provided by the Bylaws of the Alliance.

# IV. FUNDING

Membership investment shall be determined as set forth in the Bylaws of the Alliance and may be adjusted as needed by a vote of the membership. Funds received from tax abatement application fees and from the annual contribution by tax-abated property owners, described in Section 2(h)(8) of the Brazoria County Tax Abatement Guidelines and Criteria, shall be dedicated to the Alliance by the Brazoria County Commissioners Court. Further the Court may approve additional annual funding. Funding may also come from, contributions from local businesses and industry, membership dues from members of the Alliance, from municipalities or political subdivisions, and fund-raising events and activities. The Alliance may also establish contracts for funding with municipalities to receive economic development services.

### V. TERM

The Brazoria County Economic Development Plan Agreement shall be effective for a term of two years commencing on March 22, 2025 and continuing through March 21, 2027. This agreement may be terminated by any party any time, with or without cause, upon not less than thirty (30) days written notice.

EXECUTED in multiple counterparts by the undersigned parties on this the  $\frac{13^{th}}{10^{th}}$  day of  $\frac{10^{th}}{10^{th}}$ , 2025.

BRAZORIA COUNTY

L.M. "Matt" Sebesta, J. Brazoria County Judge

THE ECONOMIC DEVELOPMENT ALLIANCE

FOR BRAZORIA COUNTY

Patti Worfe, PCEL

Alliance President and CEO