

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
GREATER BRAZOS PARTNERSHIP**

THIS FUNDING AGREEMENT (“Agreement”) is effective October 1, 2025 by and between **BRAZOS COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as “County”), and the **GREATER BRAZOS PARTNERSHIP**, a Texas non-profit corporation (hereinafter referred to as “GBP”).

RECITALS:

WHEREAS, the Commissioners Court of Brazos County desires to stimulate business and commercial activity in the County; and

WHEREAS, the County wishes to contract with GBP as its agent pursuant to TEX. LOC. GOV'T CODE ANN. §381.004 to administer the County's program for local economic development (herein the Brazos County Economic Development Program); and

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens and promote the general public welfare; and

WHEREAS, it is important to the County to attract and expand business, commercial and industrial enterprise in order to accomplish this purpose; and

WHEREAS, GBP is an agency with specific expertise in the field of economic development and administering governmental economic development guidelines; and

WHEREAS, the County has determined that this Agreement is for the personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code.

THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and GBP agree as follows:

AGREEMENT:

ARTICLE 1

Qualifications of the GBP

- 1.1 The GBP represents that:
- (a) The GBP is a non-profit entity that is authorized and experienced in the administration and furtherance of economic development programs in all or a portion of the County;
 - (b) The GBP has expertise and skills to attract new businesses to the County, to encourage the expansion of existing businesses in the County, or to retain existing businesses in the County, pursuant to the County's economic development guidelines and Chapters 311, 312 and Sections 381.003 and 381.004 of the Texas Local Government Code;
 - (c) The GBP shall cooperate with and use the services of the Texas Economic Development & Tourism Office.

ARTICLE 2

Statement of Work

- 2.1 Agency is responsible for promoting and facilitating activities that enhance the economic base of Brazos County through attraction, creation, expansion and retention of business and industry.
- 2.2 Attending Events. The County Judge or their designees shall have the right to attend Agency events or promotional programs as representatives of the County at no additional cost to the County.

ARTICLE 3

Definitions

- 3.1 "County" means County of Brazos, State of Texas.
- 3.2 "Agency" means the Brazos Valley Economic Development Corporation, a Texas Non-Profit Corporation.

- 3.3 “Program Projects” means uses of the Incentive Funds, or a portion thereof, as approved by the County, to provide incentives or assistance to businesses/employers which results in the public purpose of economic development, diversification, expansion, and employment opportunities,
- 3.4 “Program Standards” means standards that an employer/business must meet to qualify for Incentive Funds.
- 3.5 “Financial records” means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements, and audit reports.
- 3.6 “Project Performance Standards” means individual performance terms and requirements established by agreement between the County and any employer/business to receive Incentive Funds.

ARTICLE 4

Term

- 4.1 The term of this Agreement is for one (1) year, being effective as of October 1, 2025, and ending on September 30, 2026, (the “Present Term”), unless earlier terminated as provided herein.
- 4.2 Either party may terminate this Agreement on sixty (60) days prior written notice to the others.
- 4.3 Upon receipt of any termination, the County agrees to continue funding a project recruited by the GBP that had been previously approved by the County as evidenced by a tax incentive agreement approved by the Brazos County Commissioners Court.

ARTICLE 5

Administration Services

- 5.1 GBP agrees to provide all administrative services necessary to administer the County’s Economic Development Program and program standards set forth herein.
- 5.2 Pursuant to the authority granted in Chapter 381 of the Texas Local Government Code, the administrative services to be provided include, but are not limited to:
- (a) corresponding with and negotiating with potential or existing business/employers for Program Projects that will develop, diversify and/or expand the Brazos County economy, develop or expand transportation or

commerce in the State, and/or serve the purpose of eliminating unemployment in Brazos County.

- (b) establishing Project Performance Standards for each Program Project that are consistent with the County directive;
- (c) obtaining contracts between the County and businesses/employers for Program Projects whereby the business/employer agrees to meet the County's Project Performance Standards, and which provide assurances that the County's Project Performance Standards will be met; and
- (d) compliance with all requirements of this Agreement.

ARTICLE 6

Payment

6.1 The GBP shall receive the sum of Three Hundred Fifty Thousand and No/100 Dollars **(\$350,000.00)** as compensation for the administrative services to be provided hereunder (herein the "Administration Funds"). County shall pay such sum on a monthly basis by paying the GBP one-twelfth (1/12) of the total sum referenced above. **Payment will be remitted upon receipt of invoice. Invoice shall be submitted to the accountspayable@brazoscountytexas.gov email address.**

ARTICLE 7

Accounting, Records, and Reports

- 7.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee timesheets, and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the County's accounting practices.
- 7.2 **Written Records.** Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. County's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.
- 7.3 **Access to Records.** Agency shall provide the County reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Agency understands and accepts that all such financial records and any other records relating to this

Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

- 7.4 **Quarterly Reports.** Agency shall submit the following to the County on a quarterly basis as provided in this Agreement:
- a) Financial Activity Report
 - b) Narrative Summary of Activity Report
 - c) Performance Measure Report
 - Agency shall respond promptly to any request from the County Judge or his designee, for additional information relating to the activities performed under this Agreement.
- 7.5 **Reports.** The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the County within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).
- 7.6 **Financial Audit.** A copy of the Agency financial audit shall be made available to County no later than thirty (30) days following Agency's receipt of same.
- 7.7 **Monitoring Review.** The County shall conduct a monitoring review of the Agency as deemed necessary by the County to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. County shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.
- 7.7 **Independent Audit.** If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the GBP annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the GBP.
- 7.8 **Presentation.** Agency shall make an annual incentives compliance report presentation to the Commissioners Court between October 1st and October 31st of each calendar year. Agency shall also present to the Commissioners Court as requested by the County Judge or his designee.

ARTICLE 8 Agency Board of Directors

- 8.1 **Agendas.** Agency shall provide the County with an agenda of all monthly Executive and special Board meetings five (5) days before the meeting with

information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the County of a special meeting.

- 8.2 **Minutes.** Agency shall submit minutes of each monthly Executive Board meeting and Advisory Board meeting to the County. Minutes shall be submitted along with the Quarterly Reports to the County.
- 8.3 **Appointees.** Appointees to the GBP Board on behalf of the County shall be outlined in the Agency bylaws.

ARTICLE 9 Miscellaneous Terms

- 9.1 **Notice.** Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail, or another reliable courier.

Notice to the County shall be sent to:

Kyle Kacal, Acting County Judge
Brazos County Administration Bldg.
200 S. Texas Ave., Suite 310
Bryan, Texas 77803

Notice to the GBP shall be sent to:

Greater Brazos Partnership
1716 Briarcrest Dr. Suite 714
Bryan, Texas 77802

- 9.2 **Severability.** In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.
- 9.3 **Amendment.** During the term of this Agreement, if certain areas need further clarification or revision, the parties will work in good faith to arrive at written memorandums or understandings regarding those areas. Any amendment of this Agreement must be in writing and executed by a duly authorized representative of each party.
- 9.4 **Assignment.** This Agreement cannot be assigned or performed by subcontractors except with the written consent of both parties.
- 9.5 **Not Joint Venture: Independent Contractor.** The parties agree that this is not a joint venture, partnership or employee-employer relationship and that neither party

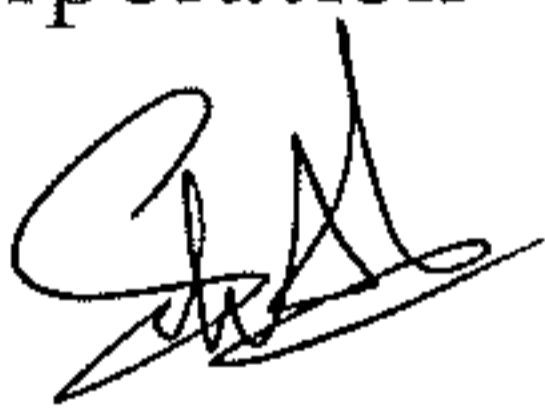
shall have the authority to bind or incur liability to the other without the other's prior written permission. Furthermore, the GBP shall be considered an independent contractor agent for the sole and limited purpose only of administering the County's economic development guidelines and program project standards pursuant to the grants of authority given the County under Chapter 311, 312 and 381 of the Texas Local Government Code.

- 9.6 **Applicability of Texas Law.** The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law.
- 9.7 **Venue.** The place of performance of this Agreement is Brazos County, Texas, and all consideration payable hereunder and things to be done pursuant hereto shall be deemed to be payable and performable in Brazos County, Texas. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Brazos County, Texas.
- 9.8 **Entire 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 successors, agents, and assigns.
- 9.9 **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. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

BRAZOS COUNTY, TEXAS

GREATER BRAZOS
PARTNERSHIP, a Texas non-
profit corporation

By: _____
Kyle Kacal, Acting County Judge

By: 
Salman Khan, Interim President/CEO

Attest:

By: _____
Karen McQueen, County Clerk

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>. The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

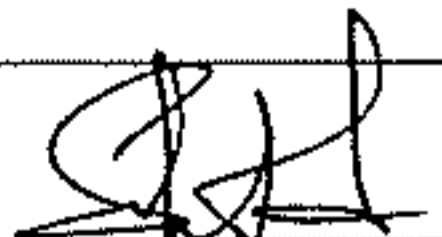
Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Greater Brazos Partnership

Authorized Company Representative: Salman Khan

Address: 714 - 1716 Briarcrest Drive, Bryan, TX, 77802

Signature: 

Date: Sept 22, 2025

Contract #: 26-027

	FY26 Budget
Income	
4100 Brazos County - OP	350,000
4101 City of Bryan - OP	350,000
4102 City of College Station - OP	350,000
4103 TAMU Partnership	350,000
4104 Invest Greater Brazos	325,000
4111 IGB Event Sponsorship	25,000
4119 PERC	
4124 Executive Luncheon	
4185 TCE - Mkt	40,000
4190 TEES Texas Defense Aerospace Manufacturing DOD Award	25,000
4190 TEES Advanced Robotics Manufacturing Workforce Award	25,000
4200 Interest Income - Operating	80,000
Total Income	1,920,000
Code	FY26 Budget
Conference and Training	
President/CEO	8,000
VP Economic Development	8,000
Training for employees - \$2500 per employee	0
TOTAL Conference and Training	16,000
Technology	
Photocopier - Ubeo	8,000
IT Agreement -	21,000
Tech Equipment	20,000
IT Subscriptions	45,040
TOTAL Technology	94,040
Professional Services	
Bruchez & Goss	8,000
Seidel Schroeder	15,000
TDC	26,040
G&A	5,000
Hance Scarborough	90,000
Ryan	12,000
Business Insurance	2,000
Other Insurances	4,000
Drift (or other provider) Website maintenance	2,000
TOTAL Professional Services	164,040

Office Expenses	
WIFI - Internet	1,200
Supplies	7,000
Rent - GCE (includes taxes)	69,000
Office repairs and maintenance	0
Office sprucing	1,500
Telephone	2,100
Shipping	1,100
Printing	7,002
Postage	1,000
ED Suite	
TOTAL OFFICE EXPENSES	89,902
Administrative Cost	
Salaries	754,876
Admin payroll fee	16,100
Contractor Fee - Jillian Ryan	132,000
FY25 Healthcare stipend	10,000
Payroll Taxes	62,163
Health Insurance	40,344
Life Insurance + Dental + Vision	5,790
Retirement Expense	58,650
Background check	8,386
TOTAL Administrative Cost	1,088,309
Business Development / Marketing	
Business Development	130,000
IGB Prospecting	10,000
BR&E Program	
RFI Responses	
Sites Visits	60000
Domestic and International Business Trips	40,000
International Mission Trip	
Business Conference	
Advertising/Sponsorship	23000
IGB + Advisory (4 IGB Breakfast + 4 Advisory Meetings)	27574
TOTAL Business Development / Marketing	290,574
Community Service Contracts	
SBDC Match Funds	111,000
PERC -	30,000
Texas A&M New Ventures Competition	15,000

<i>Midway to the Future</i>	<i>0</i>
TOTAL Community Service Contracts	156,000
Professional Membership Dues	
<i>THBI - TEDC - TXEDC - IEDC - Site Selector Guild</i>	<i>20,420</i>
TOTAL Professional Membership Dues	20,420
Subscriptions	
<i>WSJ - Business Journals - National Observer - Sites of Texas - Tex Ags</i>	<i>715.00</i>
TOTAL Subscriptions	715.00
	1,920,000