

**CITY OF BOERNE AND BOERNE KENDALL COUNTY ECONOMIC
DEVELOPMENT CORPORATION AGREEMENT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KENDALL §

This Agreement made effective the 13th day of January, 2026, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, and the BOERNE KENDALL COUNTY ECONOMIC DEVELOPMENT CORPORATION ("BKCEDC"), an independent 501(c)(6) nonprofit organization (collectively referred to as the "Parties"). The purpose of this Agreement is to establish a collaborative partnership that enhances the strategic goals of the City by leveraging BKCEDC's unique role in economic development while maintaining alignment with the City's managed growth philosophy and master plans.

WHEREAS, the City, by authority of its general governmental powers reserved under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of funds for programs of the BKCEDC; and

WHEREAS, the BKCEDC's mission is to foster economic growth, diversification, and community resilience in Kendall County and the City of Boerne; and

WHEREAS, the City's strategic goals emphasize quality development, managed growth, and alignment with the City's master plans and community values;

WHEREAS, the City recognizes BKCEDC as a valuable resource for marketing, information dissemination, and initial project introductions within the region; and

WHEREAS, the City and BKCEDC agree that their roles should complement, not compete, in promoting economic development.

WHEREAS, the BKCEDC is a Public/Private Partnership sponsored by the County of Kendall, City of Boerne and private investors whose purpose will be enhanced by public funds; and

WHEREAS, the City Council has found and determined that the above mission, goals, projects and functions of the BKCEDC accomplish a valuable and important public purpose for the citizens of Boerne and surrounding areas.

NOW THEREFORE:

The parties hereto agree as follows:

1. **PURPOSE AND SCOPE:** This Agreement defines the collaborative role of the BKCEDC in supporting the City's economic development strategy, focusing on:
 - a. Providing market insights and demographic data aligned with the City's goals.
 - b. Facilitating introductions to potential business projects that align with the City's master plan.
 - c. Marketing the City of Boerne as a destination for quality businesses in identified target industries.
 - d. Enhancing collaboration between private stakeholders and public entities to ensure alignment with Boerne's strategic priorities.
2. **STRATEGIC COLLABORATION AND ROLE OF BKCEDC**
 - a. **Facilitator Role:**
 - i. BKCEDC shall serve as a connector and facilitator, introducing prospective businesses and projects to the City and ensuring alignment with the City's zoning,

regulatory requirements, and master plan priorities before transitioning responsibility to the City.

- ii. BKCEDC will not engage in negotiations for projects or lobby against City development regulations on behalf of others but will provide necessary data and context to support the City's decision-making processes.

b. Industry-Specific Focus:

- i. BKCEDC marketing and recruitment efforts shall prioritize industries outlined in the City's economic development master plan, including but not limited to: biosciences, advanced technology, small-medium corporate headquarters, and agriculture-tech.
- ii. BKCEDC shall avoid efforts that conflict with the City's managed-growth philosophy or exacerbate infrastructure stress.

c. Infrastructure Alignment:

- i. BKCEDC shall collaborate with the City to ensure all recruitment efforts consider the impact on City infrastructure and services, including transportation, utilities, and public safety.
- ii. BKCEDC marketing and project facilitation strategies will emphasize projects that enhance sustainability, livability, and long-term resilience in Boerne.

3. REPORTING AND ACCOUNTABILITY

- a. **Monthly Updates:** BKCEDC will provide informal monthly updates to the City Manager's office, focusing on marketing activities, regional trends, and potential project introductions.
- b. **Annual Presentation:** BKCEDC may present an annual report to the City Council

summarizing marketing efforts, data collection, notable introductions made on behalf of the City, and infrastructure considerations related to recruitment activities.

- c. **Financial Reporting:** BKCEDC will submit quarterly financial statements to the City Manager for transparency in how City funds are utilized

4. **FUNDING AND COMPENSATION**

- a. **Annual Funding:** The City agrees to provide an annual contribution of \$80,000, payable in two installments, to support BKCEDC's operational and marketing efforts.
- b. **Additional Requests:** Additional funding requests may be considered by the City for specific marketing campaigns or studies that align directly with the City's priorities, subject to separate approval.
- c. **Future Obligations:** The City's execution of this Agreement does not bind future City Councils to allocate or appropriate funds. All payments under this Agreement are subject to annual budgetary approval and the availability of funds. If, for any reason, funds are not appropriated or available in any fiscal year, the City has no obligation to make payments to the BKCEDC, and this Agreement shall terminate without further liability to the City.

5. **GOVERNANCE AND REPRESENTATION**

- a. **City Representation:**
 - i. The City Manager or their designee shall serve as a voting member of the BKCEDC Board of Directors and participate in Executive Committee meetings.
 - ii. An elected official from the City Council shall serve as a voting member of the BKCEDC Board of Directors.
 - iii. The Mayor shall serve as an ex officio member of the BKCEDC Board of

Directors and the Executive Committee. The ex officio position shall have no voting authority.

b. City Priorities:

- i. BKCEDC shall align its initiatives with the City's master plan and strategic goals as communicated by the City Manager or City Council.

6. TERM AND RENEWAL

This Agreement shall be effective as of January 13, 2026, and shall remain in effect for one calendar year. It may be renewed annually upon mutual written agreement. Either party may terminate this Agreement with 60 days' written notice.

7. NOTIFICATION

Any notice relative to this Agreement shall be effective when hand-delivered or deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to: City of Boerne: City Manager, 447 N. Main St, Boerne, Texas 78006;
BKCEDC: President, 1221 S. Main, Ste 100, Boerne, Texas 78006.

8. ASSIGNMENT

No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement.

9. AUTHORITY

Each Party warrants and represents that it has approved this Agreement by motion duly adopted at a meeting of its governing body by a majority of those present and voting and that the chief executive officer of each Party is duly authorized to enter into this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF BOERNE, TEXAS

BY: _____
BEN THATCHER
City Manager

ATTEST:

LORI CARROLL
City Secretary

**BOERNE KENDALL COUNTY
ECONOMIC DEVELOPMENT
CORPORATION**

BY: *Amy Story*
AMY STORY, President & CEO

ATTEST:

BY: _____