

FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT GRANT AGREEMENT

BETWEEN THE CITY OF SAN ANTONIO AND MINIMED DISTRIBUTION CORPORATION

This First Amendment to the Economic Development Grant Agreement (this “FIRST AMENDMENT”) is entered into by and between the City of San Antonio (“CITY”), a municipal corporation governed by the laws of the State of Texas and MiniMed Distribution Corporation, a Delaware corporation, (“MiniMed”). Together, CITY and MiniMed may be referred to, herein, as “the Parties.”

RECITALS

- A. CITY and MiniMed entered into that certain Economic Development Grant Agreement (the “Agreements”) authorized by City of San Antonio Ordinance No. 2009-05-21-0398, passed and approved on May 21, 2014.
- B. Prior to this First Amendment, the Agreement was in full effect and, subject to the terms of this First Amendment, MiniMed was in compliance with all terms and conditions of the Agreement.
- C. The Parties, now seek to amend the terms and conditions of the Agreement as stated in this First Amendment and affirm that all other provisions of the Agreement remain in full force and effect.

AMENDMENT

NOW THEREFORE, the Parties hereby agree and amend as follows:

- 1. Definitions. All capitalized terms used in this First Amendment without definition herein shall have the meanings assigned to such terms in the Agreements.
- 2. Amendment. The Parties hereby mutually agree to amend the Agreements as follows:
 - (A) The definition of “Full-Time Job” shall include third-party contract positions that: 1) otherwise meet the definition of Full-Time Jobs, including having a work schedule of at least 2,080 hours per fiscal year as provided in the Agreement; 2) meet the required minimum wage requirements of \$10.60 per hour, with at least 70% of the Full-Time Jobs earning \$12.76 per hour, as outlined in the Agreement; and 3) offer employees the opportunity to participate in MiniMed’s employee benefits program or a benefits program (either offered by MiniMed or the third-party contractor) that includes health care plan coverage similar to what MiniMed offers to similarly situated employees at other locations.
 - (B) Section 3(D)(5) shall be deleted in its entirety.
 - (C) Section 4(A)(1)(v) shall be deleted in its entirety.

3. Effective Date. This First Amendment shall be effective upon passage of a duly authorized ordinance of the City Council of the City of San Antonio which shall be attached hereto and made a part of this First Amendment.
4. No Other Changes. Except as specifically set forth in this First Amendment, all of the terms and conditions of the Agreements shall remain the same and are hereby ratified and confirmed. The Agreements shall continue in full force and effect and with this First Amendment shall be read and construed as one instrument.
5. Choice of Law. This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
6. Counterparts. This First Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this First Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

WITNESS HEREOF, the parties hereto have executed in triplicate originals this First Amendment on the ____ day of _____ 2014.

CITY OF SAN ANTONIO

MINIMED DISTRIBUTION CORPORATION

 Sheryl L. Sculley
 City Manager

 Name:
 Title:

ATTEST:

ATTEST:

 Leticia Vacek
 City Clerk

 Name:
 Title:

APPROVED AS TO FORM:

 Robert F. Greenblum
 City Attorney