

**FIRST AMENDMENT TO THE ECHO EAST CHAPTER 380 ECONOMIC  
DEVELOPMENT GRANT AGREEMENT**

**BETWEEN THE CITY OF SAN ANTONIO AND GEORGE GERVIN YOUTH  
CENTER, INC.**

This First Amendment to the Echo East Chapter 380 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 George Gervin Youth Center, Inc. (“Grantee”), a 501(c)(3) Texas non-profit corporation. Together, CITY and GGYC may be referred to, herein, as “the Parties.”

**RECITALS**

- A. CITY and Grantee entered into that certain Echo East Chapter 380 Economic Development Grant Agreement (the “Agreement”) authorized by City of San Antonio City Ordinance No. 2018-02-08-0087, passed and approved on February 8, 2018.
- B. Prior to this First Amendment, the Agreement was in full effect and the Parties were 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 Agreement.
- 2. Amendment. The Parties hereby mutually agree to amend the Agreement as follows:
  - (a) Section 4.2(a) is amended to add the following sentence to the end of the provision:

“Additionally, City shall authorize escrow agent to release the deed to the Phase I Realty simultaneously upon Grantee receiving notice that TDHCA has reserved an allocation of tax credits for the Project.”
  - (b) Section 4.2(d) is amended to replace the phrase “no more than three (3) additional months” with the phrase “up to an additional fifteen (15) months”.

(c) Section 4.2(e) is added to read “Grantee must reapply and receive an award of multi-family revenue bonds and 4% Low Income Housing Tax Credits by December 31, 2020.

(d) Section 4.5 is amended to remove the phrase “within eighteen (18) months” with the phrase “within twenty-four (24) months.”

(e) The following sentence is added to the end of Section 14.1:

“Should Grantee fail to apply for multi-family revenue bonds and 4% Low Income Housing Tax Credits in a timely manner which precludes the project from receiving multi-family revenue bonds and 4% Low Income Housing Tax Credits prior to December 31, 2020 or should Grantee timely apply for multi-family revenue bonds and 4% Low Income Housing Tax Credits but not receive multi-family revenue bonds and 4% Low Income Housing Tax Credits for the Project, then this Agreement shall terminate without further action from either Party.”

3. Effective Date. This First Amendment is authorized under City Ordinance 2019-12-12-\_\_\_\_ and shall be effective upon the effective date of said ordinance.
4. No Other Changes. Except as specifically set forth in this First Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and confirmed. The Agreement 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.

*Signatures appear on next page.*

**WITNESS HEREOF**, the parties hereto have executed in triplicate originals this First Amendment on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**CITY:**

**CITY OF SAN ANTONIO**

a municipal corporation

**GRANTEE:**

**GEORGE GERVIN YOUTH CENTER, INC.**

a non-profit organization

\_\_\_\_\_  
Erik Walsh  
City Manager

\_\_\_\_\_  
Frances Boynes  
CEO

**ATTEST:**

**ATTEST (if necessary):**

\_\_\_\_\_  
Leticia Vacek  
City Clerk

\_\_\_\_\_  
Name:  
Title:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney