

AMENDMENT OF THE CONTRIBUTION AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND CIVITA S CORP 2019

This Amendment to the Contribution Agreement by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation (“City”) and CIVITA S CORP 2019 (“Civita”), a Texas for-profit corporation, is hereby entered into by the parties. Together, City and Civita may be referred to herein collectively as the “Parties”.

RECITALS

On June 20, 2019, the West Military Drive & Ingram Road Connectors Project Contribution Agreement (“Agreement”) was passed and approved by the City Council through Ordinance No. 2019-06-20-0536 (“Ordinance”). Subsequent to the passing of this Agreement through the Ordinance it has become necessary to issue this Amendment to address invoicing and reimbursements.

AMENDMENT

NOW THEREFORE, in consideration of the mutual promises, covenant, and terms contained herein, the Parties hereby agree and amend as follows:

1. **DEFINITIONS**: All capitalized terms used in this Renewal without definitions herein shall have the meanings assigned to such terms in the Agreement.

2. **ADDITIONS**: Section 4.5 added to read as follows:

4.5 City shall reimburse Civita an amount not to exceed three hundred thousand dollars and no cents (\$300,000.00) for expenses to the developer for construction phase engineering services performed by KFW Engineers + Surveying (“Project Engineer”).

Section 4.6 added to read as follows:

- 4.6 City shall reimburse Civita on a monthly basis upon receipt and approval of an invoice through City's Project Reporting Information Management Exchange Link (hereafter referred to as "PRIMELink") within thirty (30) days after receipt of an invoice approved in accordance with this Article.

Section 4.7 added to read as follows:

- 4.7 All requests for reimbursement shall be submitted through PRIMELink. Civita shall sign a Business Level Agreement reasonably acceptable to Grantee and ensure all of its employees or representatives utilizing PRIMELink sign and comply with an Individual User Agreement. Such requests for reimbursement shall be completed utilizing PRIMELink or utilizing forms and instructions reasonably approved by TCI, which approval shall not be unreasonably withheld, conditioned or delayed. Any changes to the schedule of values once approved shall be processed and approved as task orders through the PRIMELink portal.

Section 4.8 added to read as follows:

- 4.8 Prior to reimbursement, City shall have the right to inspect the Project Work completed to ensure conformance with the approved Project Scope. Invoices should include all supporting documentation that costs have been incurred, as required by City.

Section 4.9 added to read as follows:

- 4.9 No later than ten (10) business days following receipt of a request for reimbursement, the City agrees to provide Civita written notice regarding any expenditure for which Civita has requested reimbursement under this Agreement which City reasonably determines to be outside the permissible parameters of this Agreement. Said notice shall provide Civita thirty (30) days from receipt of said notice to cure the deficiency or refund to City any sum of money paid by City to Civita determined to: (a) have not been spent by Civita strictly in accordance with the terms of this Agreement; or (b) not

be supported by adequate documentation to fully justify the expenditure. Failure of City to object to the request of payment within (5) business days of the date upon which a request for Payment is actually approved or is deemed approved.

Section 4.10 added to read as follows:

4.10 Civita agrees to maintain readily identifiable records providing, to Civita's actual knowledge, accurate, current, separate, and complete disclosure of the status of any City Funding received pursuant to this Agreement. Civita further agrees:

(A) Maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices; and

(B) Civita's record system shall contain sufficient documentation to provide, in detail full support and justification for each expenditure.

Section 4.11 added to read as follows:

4.11 Civita shall retain all books, records, documents, reports, written accounting policies and procedures all other relevant materials (hereinafter "Records") pertaining to activities pertinent to this Agreement for a minimum of four (4) years from the completion of the Project.

3. **PROVISIONS REMAIN IN EFFECT**: All other terms, conditions, covenant, and provisions of this Agreement, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.
4. **CHOICE OF LAW**. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

5. **ENTIRE AGREEMENT:** This Agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO

CIVITA S CORP 2019



Print Name: _____

Print Name: Michael Wescheimer

Title: _____

Title: Manager

Date: _____

Date: 1-16-20

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Assistant City Attorney