

**FIRST AMENDMENT TO BROOKS (SOUTH NEW BRAUNFELS,
RESEARCH PLAZA, AND INNER CIRCLE ROAD) PROJECT**

STATE OF TEXAS §

COUNTY OF BEXAR §

This first amendment to the Funding Agreement between the City of San Antonio, Texas, and Brooks Development Authority for the Brooks (South New Braunfels, Research Plaza, and Inner Circle Road) Project (Project), authorized by Ordinance No. 2018-11-15-0906, is entered into by and between the **City of San Antonio** ("City"), a home rule municipal corporation, and **Brooks Development Authority**, a Texas Defense Base Authority and Political Subdivision of the State of Texas as authorized by 397B of the Texas Local Government Code (hereinafter referred to as "Grantee"), acting by and through its officers, referred to collectively herein as the "Parties".

WHEREAS, on November 15, 2018, through Ordinance 2018-11-15-0906, the City and Brooks Development Authority entered into an Funding Agreement for the Project; and

WHEREAS, in the original Agreement the City committed to reimburse Brooks Development Authority up to \$2,664,948.31; and

WHEREAS, Brooks Development Authority has agreed to fund two additive alternates for the South New Braunfels Project; consisting of concrete pavement and an underground telecommunications and electric duct bank.; and

WHEREAS, the amount that Brooks Development Authority is contributing to this Project is \$352,000;

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement is amended as follows:

1. Section 5.02 of the agreement is deleted in its entirety and replaced with the following:

The current budget estimate for the entire Project, to include design, engineering, planning, environmental studies, environmental remediation, archeological studies and construction, is \$23,400,000. Upon City's approval, Grantee shall receive up to \$2,664,948.31 for the design, engineering, acquisition, planning and environmental studies for Project. Grantee is solely responsible for and shall provide all necessary funding for the design, engineering, planning and environmental studies in excess of the City's commitment of \$2,664,948.31. City is not responsible for any costs over the budgeted amount of \$2,664,948.31 for the design, engineering, planning and environmental studies, and necessary right-of-

way acquisitions for the Project. Brooks Development Authority shall contribute \$352,000 for construction on the South New Braunfels Project. The remaining \$20,735,051.69 will be retained by the City to complete the Project. In the event that the scope of the project is adjusted downward, the City shall have the option of adjusting its commitment downward accordingly.

2. Section 5.03 of the agreement is deleted in its entirety and replaced with the following:

Grantee will provide to City their plans and specifications for the Project, as well as all environmental studies and permits and such plans and environmental studies shall be subject to the review and approval by City. Grantee will be responsible for any remediation costs and environmental oversight services associated with the improvements of the project. Grantee will also be responsible for complying with the Capital Project Soil Relocation Policy for any excess soil that cannot be reused on the project. Costs associated with both remediation services and Soil Relocation Policy will be part of the remaining budget of \$20,735,051.69. Any costs overruns associated with Soil Relocation Policy will be the responsibility of the Grantee to cover those expenses.

3. Except as specifically modified by this First Amendment, all other terms, conditions, and provisions of the Funding Agreement for the Project shall remain in full force and effect.

Signature Page to Follow

EXECUTED and **AGREED** to as of the dates indicated below.

City Of San Antonio

Brooks Development Authority

(Signature)



(Signature)

Printed Name: _____

Title: _____

Date: _____

Printed Name: Leo Gomez

Title: President & CEO

Date: 7-25-19

Approved as to Form:

Assistant City Attorney

EXHIBIT C