STATE OF TEXAS	§	**GRANT AGREEMENT BETWEEN THE**
	§	**COUNTY OF BEXAR AND THE SAN**
COUNTY OF BEXAR	§	**ANTONIO ECONOMIC DEVELOPMENT**
	§	**FOUNDATION (D/B/A GREATER:SATX)**

THIS GRANT AGREEMENT ("***Agreement***") is effective on November 28, 2023 ("***Effective Date***") between the County of Bexar, a political subdivision of the State of Texas ("***COUNTY***"), duly acting herein by and through the Bexar County Commissioners Court ("***Commissioners Court***") for and on behalf of COUNTY and the **SAN ANTONIO ECONOMIC DEVELOPMENT FOUNDATION (d/b/a greater:SATX),** a Texas non-profit corporation with Internal Revenue Service 501(c)(6) status, located at 112 E. Pecan Street, Suite 2635, San Antonio, Texas 78205, validly existing, in good standing and authorized to do business under the laws of the State of Texas ("***greater:SATX***"). The COUNTY and the greater:SATX may be collectively referenced herein as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, pursuant to the authority granted under Article 3, Section 52-a of the Texas Constitution, the Texas Legislature has determined through Section 381.004(b)(1), (3) and (4) of the Texas Local Government Code that a public purpose is served by a county stimulating business and commercial activity by developing and administering a program for: state and local economic development, for stimulating, encouraging and developing business location and commercial activity, and promoting and advertising a county in order to attract visitors and businesses, and a county commissioners court may grant public money towards such a program; and

WHEREAS, the greater:SATX is a private, non-profit organization that assists business and industry relocating or expanding into the area and assists in the retention and expansion of local businesses; and

WHEREAS, the COUNTY has determined that making an economic development grant to greater:SATX in the amount of **NINE HUNDRED SIXTY THOUSAND DOLLARS AND NO CENTS ($960,000.00)** in accordance with this Agreement ("***Economic Development Grant***") will further the objectives of the COUNTY and benefit the COUNTY and its residents and serve the broader purpose of promoting and advertising the COUNTY in order to attract visitors and business, stimulating and encouraging business and commercial activity in the COUNTY, retaining and expanding job opportunities and building the property tax base; and

WHEREAS, pursuant to Section 381.004(c)(1) of the Code, the COUNTY may contract with another entity, including a municipality, non-profit organization, or any other person, to administer a program for local economic development; and

WHEREAS, COUNTY, through approval and execution of this Agreement, hereby establishes a community and economic development program pursuant to Section 381.004(b) and (h) of the Code through a grant of public money to the greater:SATX in order to stimulate business and commercial activity for state and local economic development, promote and advertise the COUNTY in order to attract visitors and business, and encourage and develop business location and commercial activity in the COUNTY through a grant of public money; and

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to encourage and support the greater:SATX's goal of recruiting and retaining businesses within the County economy, with emphasis on County-targeted industries and identified areas of Bexar County, high quality job creation, and for new capital investment to build the County's tax base ("***Purpose***"). The provision of the economic benefits contemplated by this Agreement will be a significant contribution toward a broader purpose of stimulating and encouraging business and commercial activity, promoting and advertising Bexar County, increasing job opportunities, and building the property tax base.

ARTICLE II
TERM

2.01 The term shall begin on November 28, 2023 and continue through September 30, 2025 ("***Term***") unless otherwise terminated on an earlier date in accordance with the terms of this Agreement.

2.02 After the County has conducted a review in April, 2025, the County will determine whether or not to extend this Agreement for another year and the amount of funding for the one year extension. If an extension is agreed upon by the Parties, this Agreement will be amended. The Amendment will be subject to Commissioners Court's approval.

2.03 COUNTY may suspend or terminate this Agreement for convenience with 30 days written notice.

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

3.01 Subject to the greater:SATX's continued fulfillment of all the terms, conditions, representations and warranties contained in this Agreement during the Term, the COUNTY will provide the greater:SATX with one (1) Economic Development Grant in the amount of **NINE HUNDRED AND SIXTY THOUSAND DOLLARS AND NO CENTS ($960,000.00)**.

3.02 The COUNTY shall disburse the Economic Development Grant funding in four (4) equal semi-annual installments of **TWO HUNDRED AND FORTY THOUSAND DOLLARS AND NO CENTS ($240,000.00),** the first of which may be invoiced by greater:SATX after execution and approval of this Agreement by Commissioners Court. Upon receipt of a proper invoice prepared and submitted by the greater:SATX , the COUNTY will remit all payments in accordance with the Texas Prompt Payment Act. If greater:SATX has complied with the terms of this Agreement, including timely submission of the reports

required in Article VI, the second payment may be invoiced on or after June 31, 2024, the third payment may be invoiced on or after April 1, 2025, the fourth and final payment of the Term may be invoiced after receipt of the Final Report on or before September 1, 2025.

3.03 The Economic Development Grant provided to the greater:SATX pursuant to this Agreement will be paid solely from lawfully available funds that have been appropriated by the COUNTY. Under no circumstances will the COUNTY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, none of the COUNTY's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution. Consequently, notwithstanding any other provision of this Agreement, the COUNTY has no obligation or liability to pay any Funds unless the COUNTY appropriates Funds to make such payment during the fiscal year in which such Funds are payable, provided, however, that, in such event that the COUNTY does not appropriate Funds to make payments due under the Agreement, COMPANY may, in its sole discretion, terminate this Agreement, in which event COMPANY and COUNTY shall have no further obligations under this Agreement including, but not limited to any obligations for the year in respect to which said unappropriated Funds relate. Further, the COUNTY shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by greater:SATX.

3.04 The Economic Development Grant funds provided by the COUNTY shall be expended by greater:SATX only for those costs and expenses directly related to greater:SATX's provision of the services described in Article IV (to include the cost of personnel hired to carry out those services). Economic Development Grant funds must never be used by greater:SATX for the payment of staff bonuses or performance payments, entertainment, gifts, or legal expenses.

ARTICLE IV
SCOPE OF SERVICES

4.01 greater:SATX must utilize the Economic Development Grant funds received pursuant to this Agreement to facilitate the expansion of the Bexar County regional economy by working to recruit new and retain current businesses to invest capital and create jobs. To include, but not limited to:

a) Take actions intended to attract at least Five Thousand (5,000) jobs and Two Hundred Fifty Million Dollars ($250,000,000) capital investment to the Bexar County region to leverage opportunities by recruiting, retaining and expanding businesses; and,

b) Activate at least Five (5) new projects with Bexar County Economic Development incentive program(s) participation; and,

c) greater:SATX also has obligations to the City of San Antonio, CPS Energy, SAWS, and private sector member companies, provided, however, greater:SATX will coordinate efforts and maximize the benefits of its efforts with all such parties. Such efforts should

include, but not be limited to, keeping an open line of communication with all parties and negotiating on behalf of and for the benefit of all such parties. greater:SATX will submit completed incentive program applications to include proper vetting, application attachments and non-refundable application fees; greater:SATX will provide memos at least five (5) days prior to any County staff or Elected Official participation in meetings greater:SATX coordinates.

d) Pursue Thirty-five (35) prospects that derive from targeted companies that are already in Bexar County or have been recently recruited by greater:SATX pursuant to its mission, e.g. those companies that are in the supply/value chain of companies from the same area/region from which greater:SATX is currently recruiting or companies from the same industry cluster ("***Strategic Recruitment Prospects***"); and,

e) Provide COUNTY with mid-year report on prospective cities for Strategic Recruitment Prospects or other key prospects for COUNTY leadership to visit by end-of-year with greater:SATX support on development of trip itineraries; and,

f) Conduct Fifty (50) Business Retention and Expansion (***"BRE"***) visits, provide active feedback to Partners following visits and during meetings, assign follow-up and determine outcomes to ensure swift action by respective Partners on assistance to company; and,

g) Inform Ten (10) manufacturing and related industries (new Strategic Recruitment Prospect or BRE) of the Texas Federation for Advanced Manufacturing Education (TX FAME) initiative for potential participation; and,

h) Actively collaborate with at least Four (4) municipalities (***"Suburban Cities"***) located in Bexar County for the purpose of identifying regional economic development projects; and,

i) Support COUNTY efforts to seek opportunities to identify regional economic development projects, to include the eight (8) county San Antonio-New Braunfels Metropolitan Statistical Area (SA-NB MSA), which includes the seven counties that border the County (Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina and Wilson counties); and,

j) Ensure the continued coordination and alignment of the community's targeted industry economic development and workforce development; and,

k) Utilize the workforce development tools and resources developed to assist target industry private sector leaders to understand top occupations, job openings, degree/certification requirements for the Bexar County area; and,

l) Take positive steps to ensure diversity in the Executive Committee and Board of Directors for greater:SATX; and,

m) Thoroughly vet prospect applications to make sure that job and investment numbers are accurate and align with Bexar County Incentive guidelines; and,

n) Texas/Japan Office is funded through the grant in the amount of ONE HOUNDRED AND SIXTY THOUSAND DOLLARS ($160,000.00), to provide the following services:

   a. Texas/Japan Office will promote the strategic advantages of locating within Bexar County, and highlight the Bexar County Economic & Community Development ("BCECD") economic development incentives and workforce training programs, such as TX FAME, when meeting with companies in targeted industries (Cyber, IT, Advanced Manufacturing); and,

   b. Texas/Japan Office will provide collateral on BCECD incentives and initiatives in Texas/Japan office as provided by BCECD; and,

   c. Texas/Japan Office will provide feedback to BCECD on potential issues Japanese companies may be facing; and,

   d. Texas/Japan Office will work in partnership with greater:SATX on identifying prospective Japanese companies interested in entering our local market, and including BCECD team in routine meetings with Texas/Japan Office.

ARTICLE V
PUBLICITY

5.01 With the COUNTY'S written approval, greater:SATX will publicize activities by greater:SATX pursuant to this Agreement. In any news release, sign, brochure, or other advertising medium disseminating information about the Purpose, greater:SATX will acknowledge COUNTY's funding having made this Purpose possible.

ARTICLE VI
REPORTING REQUIREMENTS

6.01 greater:SATX agrees to provide the COUNTY with written reports that outline how the Economic Development Grant funds provided under this Agreement were utilized to accomplish the public purpose for which this Agreement was entered into and summarizing the economic development efforts undertaken by greater:SATX (***"Quarterly Progress Reports"***).

6.02 The Quarterly Progress Reports shall be due on January 30, 2021, April 30, 2021, July 31, 2021, and October 31, 2021 in a mutually-acceptable format that details greater:SATX's efforts in recruiting new businesses to invest capital and create jobs including details on the activities that occurred during the previous quarter (see APPENDIX A).

6.03 The Quarterly Progress Reports shall also include details on how the Economic Development Grant funds are to be allocated and expended by greater:SATX (***"Project Budget"***).

6.04 In addition, at the option of and on request of the COUNTY, representatives of greater:SATX must provide a briefing to Commissioners Court during a scheduled public meeting, to include discussion of greater:SATX's efforts in recruiting new and retaining current businesses.

ARTICLE VII
FISCAL MANAGEMENT AND RECORDS RETENTION

7.01 greater:SATX will properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the Economic Development Grant funds provided hereunder, and will make such materials available to the COUNTY at its office and at a reasonable time if COUNTY deems necessary during the Term and/or Extended Term for purposes of inspection, examination, and making excerpts and/or copies of same by COUNTY or its authorized representatives.

7.02 greater:SATX must establish and use commercially reasonable internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action and to prevent fraud or abuse.

7.03 An accounting system using at least generally accepted accounting practices for governmental entities that accurately reflects all costs and expenses related to the Economic Development Grant (paid and unpaid) and chargeable to this Agreement is mandatory.

7.04 greater:SATX acknowledges that the Economic Development Grant funds provided pursuant to this Agreement are public funds and must be expended and accounted for in accordance with the laws of the State of Texas. Accordingly, greater:SATX agrees to keep a separate general ledger account for the Economic Development Grant funds and to clearly document, by way of receipts, invoices, contracts or other similar documentation, all expenditures of Economic Development Grant funds and to provide an accounting of those expenditures upon request of the COUNTY.

7.05 Upon termination of this Agreement, any Economic Development Grant funds that have not been utilized before the date of completion or termination must immediately be returned to COUNTY.

7.06 greater:SATX agrees to abide by and adhere to applicable federal or state provisions regarding financial accounting.

7.07 greater:SATX will retain all documents related to the Economic Development Grant funds provided hereunder for a period of four (4) years from the date of termination or expiration of the Term and/or Extended Term. If however, at the end of retention period there is litigation involving or concerning the above documentation, greater:SATX will retain the records until the resolution of such litigation.

ARTICLE VIII
RELEASE AND INDEMNIFICATION

8.01 **greater:SATX RELEASES AND INDEMNIFIES COUNTY AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS, AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EXCEPT AS TO THE COUNTY'S OWN NEGLIGENCE. THIS OBLIGATION TO INDEMNIFY SHALL INCLUDE THE RETENTION OF LEGAL COUNSEL AND INVESTIGATION COSTS AND ALL OTHER REASONABLE COSTS, EXPENSES, AND LIABILITIES ARISING FROM THE INITIAL NOTICE THAT A CLAIM OR DEMAND HAS BEEN MADE, IS TO BE MADE, OR MAY BE MADE.**

ARTICLE IX
REPRESENTATIONS OF greater:SATX

9.01 greater:SATX represents that the execution and performance of this Agreement has been duly authorized by its governing authority and does not require the consent or approval of any other person or entity which has not been obtained. Additionally, the individual executing this Agreement on behalf of greater:SATX represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of greater:SATX and to bind greater:SATX to all terms, performances and provisions herein contained. In the event that a dispute arises as to the legal authority of either greater:SATX, or the person signing on behalf of greater:SATX, to enter into this Agreement, COUNTY shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement.

9.02 greater:SATX represents that the Economic Development Grant funds provided under this agreement will be utilized only for the purposes described in Article I, Paragraph 1.01. greater:SATX agrees that any change in use of funds must have the prior approval of the Commissioners Court, such approval not to be unreasonably withheld or delayed.

9.03 greater:SATX represents that it will conduct its activities utilizing Economic Development Grant funds in accordance with all applicable federal and state laws.

ARTICLE X
DISPUTES

10.01 The Parties agree to cooperate with each other in good faith to resolve all disputes arising under this Agreement.

ARTICLE XI
DEFAULT, TERMINATION, AND REPAYMENT OF GRANT

11.01 During the Term and/or Extended Term, should COUNTY determine that greater:SATX has failed to comply with any term or condition of this Agreement, or if any representation

or warranty made by greater:SATX to COUNTY in this Agreement is false or misleading in any material respect (each, a "***Default***"), then COUNTY may declare such Default and terminate this Agreement in accordance with the procedure described herein. If COUNTY provides greater:SATX with written notice of a Default(s) ("***Default Notice***"), and the Default(s) as identified in the Default Notice is not cured within sixty (60) days from the date the Default Notice is sent ("***Cure Period***"), then this Agreement shall automatically terminate effective as of the date of the expiration of the Cure Period ("***Termination Date***"). COUNTY may, in its sole discretion, extend the Cure Period if greater:SATX commences the cure within the Cure Period and is diligently pursuing such cure. In the event of a termination of this Agreement pursuant to this Paragraph 11.01, greater:SATX agrees to repay the Economic Development Grant.

11.02 greater:SATX agrees that any amounts which become due and owing under this Article XI shall be paid to COUNTY within sixty (60) days after the Termination Date. It is not, and shall not be construed as, a waiver if COUNTY fails to declare immediately a Default, or delays in taking any action with respect to a Default, or fails to take any action with respect to a Default. Additionally, the remedies contained herein are non-exclusive, and COUNTY shall have any and all remedies it may be entitled to in law or in equity. The exercise of any remedy by COUNTY shall not be deemed as a waiver of any other remedy to which COUNTY may be entitled.

ARTICLE XII
ASSIGNMENT

12.01 No legal or business entity other than greater:SATX shall be entitled to receive the benefit of the Economic Development Grant provided under this Agreement, including any entity resulting from a merger, reorganization, or any other form of business combination involving greater:SATX, without the prior written consent of COUNTY, acting by and through the Commissioners Court (such consent not to be unreasonably withheld or delayed). In addition, this Agreement shall not be assigned by greater:SATX to any other legal entity without the prior written consent of COUNTY (such consent not to be unreasonably withheld or delayed). Any attempted transfer of the rights and responsibilities under this Agreement or the assignment of this Agreement without prior approval of COUNTY, acting by and through the Commissioners Court, shall be void and this Agreement shall terminate triggering the repayment provisions of Article XI.

12.02 In the event of an assignment by greater:SATX to which COUNTY has consented in writing, the assignee, or the assignee's legal representative, shall agree in writing with COUNTY to assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement. greater:SATX agrees that such an assignment shall in no way relieve it from any obligation created under this Agreement.

ARTICLE XIII
NOTICES

13.01 All notices provided to be given under this Agreement must be in writing, and shall either be personally served against a written receipt therefore or given by certified mail or

registered mail, return receipt requested, postage prepaid, and addressed to the proper Party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY:	County Judge 101 West Nueva, Suite 1019 San Antonio, Texas 78205-3482 Attn: 381 Grant
with a copy to:	Executive Director Economic and Community Development Department 101 West Nueva, Suite 944 San Antonio, Texas 78205-3450
and,	Chief, Civil Section Bexar County District Attorney's Office 101 West Nueva, Suite 727 San Antonio, Texas 78205-3406
If to greater:SATX:	President/CEO greater:SATX 112 E. Pecan, Suite 2635 San Antonio, Texas 78205

ARTICLE XIV
SEVERABILITY

14.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word contained in this Agreement is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event, there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable to effectuate the purpose of this Agreement.

ARTICLE XV
RELATIONSHIP OF PARTIES

15.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third-party as creating the relationship of principal and agent, employer-employee, partners, joint ventures or any other similar such relationship between the Parties and greater:SATX has complete control of, and sole right to control, the performance of all work performed in connection with the business activities of greater:SATX.

ARTICLE XVI
APPLICABLE LAW

16.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state. Venue for any action brought hereunder (including any action in federal court) will be exclusively in Bexar County, Texas.

ARTICLE XVII
AMENDMENT OF DOCUMENTS

17.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

ARTICLE XVIII
PRIOR AGREEMENTS SUPERSEDED

18.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties respecting the subject matter within.

ARTICLE XIX
LEGAL EXPENSES

19.01 Each Party must bear its own costs, including, but not limited to, attorneys' fees, for any action at law or in equity brought to enforce or interpret any provision of this Agreement.

ARTICLE XX
CERTIFICATION

20.01 greater:SATX, by execution of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers at the Project site during the Term and/or Extended Term of this Agreement. If greater:SATX is convicted of a violation under 8 U.S.C. Section 1324a (f), then this Agreement shall terminate without necessity of the Cure Period, and greater:SATX shall repay the COUNTY all of the Economic Development Grant funds greater:SATX has received under this Agreement. The COUNTY shall provide written notice to greater:SATX of such a breach ("***Violation Notice***") and within one hundred twenty (120) days after the Violation Notice is sent, greater:SATX shall repay the COUNTY all of the Economic Development Grant funds greater:SATX has received under this Agreement with interest to be calculated in accordance with the money judgment rate set forth in Section 304.003 of the Texas Finance Code, as may be amended from time to time, from the date of the expiration of the one hundred twenty (120) day period following the Violation Notice referenced above until paid. The COUNTY, in its sole discretion, may extend the period for repayment set forth herein. In addition, greater:SATX agrees to pay all costs and expenses, including attorney's fees, incurred by the COUNTY in enforcing this provision.

ARTICLE XXI
COUNTERPARTS; DELIVERY BY FACSIMILE OR ELECTRONIC MAIL

21.01 This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement, except that any party delivering an executed counterpart of this Agreement by facsimile or electronic mail also must deliver a manually executed counterpart of this Agreement. Notwithstanding the foregoing, failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

ARTICLE XXII
REQUIRED CERTIFICATIONS

22.01 By execution of this Agreement, the undersigned representative of and duly authorized agent for greater:SATX verifies, represents and warrants that:

a) In accordance with Texas Government Code § 2271, greater:SATX does not boycott Israel, and will not boycott Israel during the term of the agreement;

b) In accordance with Texas Government Code § 2252, greater:SATX is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code.

c) In accordance with Texas Government Code § 2274, greater:SATX does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the agreement against a firearm entity or firearm trade association.

d) In accordance with Texas Government Code § 2274, greater:SATX does not boycott energy companies and will not boycott energy companies during the term of the agreement.

ARTICLE XXIII
EXHIBITS INCORPORATED

23.01 The following exhibits are attached and incorporated into this Agreement:

a) **Exhibit "A"** – Budget Summary
b) **Exhibit "B"** –Quarterly Report

ARTICLE XXIV
COMMISSIONERS COURT AUTHORIZATION

24.01 This Agreement was approved by Order of the Commissioners Court dated February 20, 2024 authorizing the County Judge to execute this Agreement on behalf of COUNTY. The Economic Development Grant provided pursuant to this Agreement is expressly subject to the fulfillment by greater:SATX of all of the terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals on this 20 day of February, 2024

COUNTY OF BEXAR:

By: _____
PETER SAKAI,
County Judge
2-20-2024

SAN ANTONIO ECONOMIC DEVELOPMENT FOUNDATION (d/b/a greater:SATX):

By: _____
SARAH CARABIAS-RUSH,
Chief Economic Development Officer

Date: December 15, 2023

APPROVED AS TO LEGAL FORM:

By:_____

GERARD CALDERON,
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

By:_____

LEO CALDERA, CIA, CGAP
County Auditor

By:_____

DAVID SMITH
County Manager

APPROVED:

By:_____

DAVID MARQUEZ,
Executive Director,
Economic and Community Development
Department

EXHIBIT A
BUDGET SUMMARY

PROGRAM BUDGET CATEGORIES	BUDGET AMOUNT	DESCRIPTION
Salaries	$275,000	BD staff
Fringe Benefits	$37,000	Taxes & Benefits
Audit Fees	$7,000	
IT Services	$23,000	Managed IT
Rent/Parking	$52,000	
Communication -Telephone	$6,000	
Contracted Services	$80,000	TX/Japan Office
Total	**$480,000**	

EXHIBIT B
Quarterly Progress Report

BEXAR COUNTY QUARTERLY GREATER:SATX AGREEMENT COMPLIANCE REPORT

Reporting Period: _____ through _____

Please address your efforts towards each item below. If included in other report, please include page number.	
1. Jobs attracted to Bexar County region by recruiting, retaining, and expanding businesses YTD.	
2. Capital investment attracted to Bexar County region by recruiting, retaining, and expanding businesses YTD.	
3. Activations of new projects with Bexar County Economic Development incentive program(s) participation.	
4. Greater:SATX will submit completed incentive program applications to include proper vetting, application attachments and non-refundable application fees.	
5. Pursue prospects that derive from companies that are already in Bexar County or have been recently recruited by greater:SATX pursuant to its mission, e.g. those companies that are in the supply/value chain of companies from the same area/region from which greater:SATX is currently recruiting or companies from the same industry cluster ("Strategic Recruitment Prospects").	
6. Number of Business Retention and Expansion visits conducted. Please also provide document containing companies and feedback on visits conducted.	
7. Number of manufacturing and related industries (new Strategic Recruitment Prospect or BRE) informed of the Texas Federation for Advanced Manufacturing Education (TX FAME) initiative for potential participation.	
7. Actively collaborate with at least four municipalities ("Suburban Cities") located in Bexar County for the purpose of identifying regional economic development projects.	
8. Support COUNTY efforts to seek opportunities to identify regional economic development projects, to include the eight (8) county San Antonio-New Braunfels Metropolitan Statistical Area (SA-NB MSA), which includes the seven counties that border the County (Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina and Wilson counties).	
9. Ensure the continued coordination and alignment of the community's targeted industry economic development and workforce development.	
10. Take positive steps to ensure diversity in the Executive Committee and Board of Directors for greater:SATX.	
11. Texas/Japan Office will promote the strategic advantages of locating within Bexar County, and highlight the Bexar County Economic & Community Development ("BCECD") economic development incentives and workforce training programs, such as TX FAME, when meeting with companies in targeted industries (Cyber, IT, Advanced Manufacturing).	

12. Texas/Japan Office will provide collateral on BCECD incentives and initiatives in Texas/Japan office, as provided by BCECD.	
13. Texas/Japan Office will provide feedback to BCECD on potential issues Japanese companies may be facing.	
14. Texas/Japan Office will work in partnership with greater:SATX on identifying prospective Japanese companies interested in entering our local market.	

ADDITIONAL REPRESENTATIONS

Mid-year compliance only: Please provide mid-year report with prospective cities for Strategic Recruitment Prospects or other key prospects for County leadership to visit by end-of-year with greater:SATX support on development of trip itineraries along with this compliance report.

End of Year only: Please provide full end of year report including statuses of all the agreed to services included in the grant agreement along with this compliance report.

CERTIFICATION

I certify that the information provided in this Compliance Report is correct and that the company has complied with all terms and conditions of its Agreement.

Signature:	
Date:	/ /
Printed Name:	
Title:	
Company:	
Mailing Address:	
City, State, Zip:	, -
Phone:	- -
E-Mail:	