

# **FIRST AMENDMENT TO THE INCENTIVES AGREEMENT BETWEEN THE SEGUIN ECONOMIC DEVELOPMENT CORPORATION AND TEXAS STATE TECHNICAL COLLEGE**

This First Amendment to the Incentives Agreement (this “Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Seguin Economic Development Corporation, located in Guadalupe County, Texas, a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 504 and the Texas Non-Profit Corporation Act (hereinafter sometimes called “SEDC”), created by, and for the benefit of the City of Seguin, Texas (hereinafter the called the “City”), and Texas State Technical College, a coeducational two-year institution of higher education and an agency of the State of Texas, acting by and through its Chancellor or their designee (hereinafter sometimes called “TSTC”). The SEDC and TSTC hereinafter may be referred to individually as a “Party” or collectively as the “Parties” to this Amendment.

## **RECITALS**

**WHEREAS**, on November 11, 2022, the TX FAME Lone Star Chapter and Texas State Technical College entered into an Off—Campus Workforce Education Agreement (attached hereto and marked as Exhibit 1), pursuant to §51.981 of the Texas Education Code, wherein TSTC is provide the educational component for the AMT Program to the Lone Star Chapter, and the Lone Star Chapter is to secure, provide or purchase all equipment as outlined in the Off-Campus Workforce Education Agreement, and, all of which will be undertaken out of the Central Texas Technology Center (CTTC) in New Braunfels (the “Project”); and

**WHEREAS**, on January 26, 2023, the Seguin Economic Development Corporation (SEDC) approved a Performance-Based Cash Grant in the amount of \$830,940.69, releasable in incremental portions upon TSTC meeting the performance obligations as provided in the governing Performance Agreement dated March 13, 2023; and

**WHEREAS**, TSTC is seeking an increase to the Performance-Based Cash Grant from the SEDC to help offset certain costs associated with purchasing additional equipment necessary for the successful establishment of the Project; and

**WHEREAS**, the Parties are executing and entering into this Amendment to set forth certain terms and obligations of the Parties; and

**WHEREAS**, as TSTC has already achieved two Performance Agreement milestones and has as such received two distributions from the Grant funds as originally contemplated; and

**WHEREAS**, in light of the progress made by TSTC under the Performance Agreement, the SEDC finds that increasing the remaining amount of the Performance-Based Cash Grant by \$111,847.96, to be paid over the course of the remaining three distributions pending, is warranted and will provide a benefit to the SEDC and the citizens of Seguin as a whole; and

**WHEREAS**, the Parties recognize that all agreements of the Parties hereto and all terms

and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

**WHEREAS**, the Parties agree that all conditions precedent for this amendment to the Agreement to become a binding agreement will have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, upon the approval by both the SEDC and the City of Seguin; in accordance with Texas law; and

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and agreements described and contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

**THE ORIGINAL AGREEMENT BETWEEN THE PARTIES SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT AS AMENDED HEREIN:**

**ARTICLE I  
RECITALS**

*No Amendments*

**ARTICLE II  
AUTHORITY AND TERM**

*No Amendments*

**ARTICLE III  
DEFINITIONS**

*The definition of “Equipment” shall be amended to read:*

“Equipment” shall mean all of the equipment listed under Exhibit B of the Off—Campus Workforce Education Agreement (attached as Exhibit 1), as may be amended from time to time.

**ARTICLE IV  
PERFORMANCE OBLIGATIONS OF TSTC**

*Article IV(1) shall be amended to read as follows:*

1. TSTC shall (a) provide all equipment under the Off—Campus Workforce Education Agreement and (b) provide to the SEDC proof of purchase of equipment and installation costs under the Off—Campus Workforce Education Agreement, as shown in Exhibit B;

## **ARTICLE V SEDC OBLIGATIONS**

*Article V, Secs. 1(c) through 1(e), and Article V, Sec. 2, shall be amended to read as follows:*

1. PBC Grant. Subject to the conditions provided herein, and beginning with the Fall 2023 semester, if TSTC fulfills each of the requirements specified in Article IV, SEDC shall release incremental portions of the PBC Grant funds, which total **\$942,788.65**, to TSTC after the start of each semester for the AMT Program Cohort 1, and in accordance with the following schedule:
  - (c) Distribution 3 – A cash grant in the amount of **\$203,470.79** shall be paid to TSTC at the beginning of the Summer 2024 semester, and no later than 30 days following the receipt by the SEDC of the Compliance Reporting Form certifying that TSTC has started Semester 3 for the AMT Program.
  - (d) Distribution 4 – A cash grant in the amount of **\$203,470.79** shall be paid to TSTC at the beginning of the Fall 2024 semester, and no later than 30 days following the receipt by the SEDC of the Compliance Reporting Form certifying that TSTC has started Semester 3 for the AMT Program.
  - (e) Distribution 5 – A cash grant in the amount of **\$120,376.73** shall be paid to TSTC at the beginning of the Fall 2024 semester, and no later than 30 days following the receipt by the SEDC of the Compliance Reporting Form certifying that TSTC has started Semester 3 for the AMT Program.
2. In no event shall the SEDC grant payments to TSTC pursuant to this Amendment exceed \$942,788.65.

## **ARTICLE VI COVENANTS AND DUTIES**

*No Amendments*

## **ARTICLE VII TERMINATION**

*No Amendments*

## **ARTICLE VIII DEFAULT**

*No Amendments*

## **ARTICLE IX MISCELLANEOUS**

*No Amendments*

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**TEXAS STATE TECHNICAL  
COLLEGE**

By: \_\_\_\_\_  
Michael L. Reeser  
CEO and Chancellor

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**SEGUIN ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Name: Joshua Schneuker  
Title: Executive Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Allison A. Bastian-Rodriguez, SEDC Attorney