

SERVICES AGREEMENT BETWEEN GREATER:SATX AND CITY OF SAN ANTONIO

City Council of CITY OF SAN ANTONIO, TEXAS, a municipal corporation (the “**City**”), has approved City’s engagement of GREATER:SATX (“**greater:SATX**”), a Texas non-profit corporation (together, the “**Parties**”), to provide the “**Services**” (as defined below) set forth in this Services Agreement (“**Agreement**”).

RECITALS

WHEREAS, in 2008, as part of an effort to improve corporate retention and recruitment, City formed a Corporate Retention and Recruitment Committee (the “**Committee**”) to develop a plan for the strategic development of San Antonio's economy, with a narrowed focus on developing recommendations for a more robust economic development structure that included a community-wide, long-range vision and strategic plan; and

WHEREAS, the Committee’s recommendations were presented to and accepted by City Council on December 10, 2009, and City staff was directed to continue efforts toward implementation of the recommendations, including entering into an agreement with a third-party contractor to provide certain defined services for City, such as business recruiting and retention, image building, and market research functions; and

WHEREAS, since 2010, City has contracted with greater:SATX as a master convener for San Antonio’s economic and workforce development initiatives; and

WHEREAS, greater:SATX is a private, non-profit organization that assists businesses relocating or expanding into the San Antonio area and is a respected leader in the highly-competitive industry of corporate recruitment, whose services include direct marketing, site selection, market research assistance, and other economic development activities; and

WHEREAS, pursuant to this Agreement, City wishes to continue to engage greater:SATX to perform the Services (as defined below), which are expected to contribute to the achievement of the goals stated above.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, City and greater:SATX agree as follows:

I. TERM

- 1.1 **Term.** This Agreement shall be effective from January 1, 2024, even though the Parties may have executed it after said date, to December 31, 2024. The Parties may consider an extension of the term of the Agreement for two, one-year extensions for services rendered pursuant to this agreement, or for modified services as agreed to by both Parties, to December 31, 2025 and December 31, 2026 respectively, as evidenced in writing and executed by both City and greater:SATX.

II. SCOPE OF SERVICES

2.1 **Services for Compensation.** greater:SATX agrees to provide the services described , in this Article II, the 2024 Operations Plan attached hereto as Exhibit A, and the Scope of Work attached hereto as Exhibit B (together the “Services”), in exchange for the compensation described in Article III. Compensation. greater:SATX shall work to enhance public- and private-sector collaboration towards development and execution of strategies to increase the number and quality of jobs and capital investment in the San Antonio Region as follows:

2.2 **Local and Domestic Recruitment and Retention.** greater:SATX shall maximize resources for the recruitment and retention of jobs and investment from local, domestic sources in accordance with the 2024 Operations Plan, attached hereto as **Exhibit A**.

2.2.1 In the event that the Parties exercise any extension of the Agreement, as provided for in Section 1.1, the Parties shall work jointly to agree upon an updated scope for a subsequent Operations Plan as follows:

- (i) A 2025 Operations Plan shall be finalized no later than January 1, 2025, and shall be effective from January 1, 2025 through December 31, 2025, contingent upon City Council approval, as evidenced by passage of an ordinance.
- (ii) A 2026 Operations Plan shall be finalized no later than January 1, 2026 and shall be effective from January 1, 2026 through December 31, 2026, contingent upon City Council approval, as evidenced by passage of an ordinance.

Following approval by each respective governing body, the 2025 Operations Plan and the 2026 Operations Plan shall become incorporated into this Agreement as **Exhibit F** and **Exhibit G**, respectively.

2.2.2 The Parties understand that circumstances during any period of time may differ from those contemplated when a business plan is established; however, any material changes to approved Operations Plan must be approved in writing by greater:SATX and City.

2.2.3 **Performance Goals.** City and greater:SATX shall establish “Performance Goals” against which greater:SATX’s execution of the Operations Plan is evaluated. If there are changing market conditions, funding availability issues, unforeseen expenses, or other circumstances beyond greater:SATX's reasonable control, then the current Performance Goals may be revised, with City's written approval.

2.3 **Foreign Direct Investment (FDI) Attraction.** greater:SATX shall work to enhance public- and private-sector collaboration towards development and execution of strategies that support foreign direct investment attraction efforts from target markets outlined in the City of San Antonio Metro Priority Plan and focus on target industry clusters established in the City of San Antonio Economic Development Strategic Framework (the “Framework”) greater:SATX will contract with consultants to develop relationships,

increase visibility, and generate leads in accordance with the Foreign Direct Investment Attraction Plan in **Exhibit B** attached hereto.

2.4 Reporting. greater:SATX shall maintain reasonable levels of communication with City staff throughout the term of this Agreement. greater:SATX shall provide, upon reasonable request, reports to City discussing in appropriate detail (in all cases, taking into account the need to maintain a high level of confidentiality with respect to proprietary and competitive matters) its progress in implementing the Operations Plan and meeting Performance Targets, as specified in this Agreement, as well as reporting on any activity that greater:SATX believes to be of interest to City. greater:SATX shall respond within 30 days of that reasonable request. In addition, greater:SATX agrees to provide to City the following:

- (i) a monthly status report on economic development attraction and retention projects, which shall be provided to the City during either a meeting or written report;
- (ii) a quarterly digital file with all details of any reported aggregated metrics to include data fields requested by City staff based on reported activities;
- (iii) aligned and cohesive quarterly and annual written status reports and general accountings due no later than the end of each month following quarter end, and;
- (iv) on reasonable request of City, periodic update presentations that address the Services provided pursuant to this Agreement and;
- (v) For Business, Retention, and Expansion (BRE) meetings/visits, greater:SATX will notify the City of upcoming meetings at which the Mayor of San Antonio's presence is requested, and allow City to determine how the City will participate in the meeting. Notice shall be given at least two (2) weeks prior to the scheduled visit.
- (vi) For FDI activities, provide City with all reports generated by consultants detailing appropriate detail (in all cases, considering the need to maintain a high level of confidentiality with respect to proprietary and competitive matters) monitoring and reporting process. Consultant reports should include, but not limited to, lists all companies contacted and engaged, key contact details, discussion/deal status, next steps/actions, key decision milestones, information delivery due dates, planned visits, etc.

2.5 City's Satisfaction. All work performed by greater:SATX hereunder shall be performed to the satisfaction of City. City shall have the right to terminate this Agreement, in accordance with Article VII entitled "Termination," in whole or in part, if greater:SATX's work is not satisfactory to City, as determined by City in its discretion. Satisfaction may be based on a number of non-exclusive and non-dispositive factors, which may include quantitative and qualitative measures, the performance of specific activities, progress towards greater:SATX's mission, expected outcomes, and analysis of overall economic development gains in the City.

- 2.6 City acknowledges that greater:SATX contracts with various entities and organizations unaffiliated with City, and that under those agreements greater:SATX may perform services and activities in areas outside of the San Antonio Region (as defined in the attached **Exhibit B**). However, the Parties have agreed that funds provided by City through this Agreement will be used for activities within City limits of City and its extraterritorial jurisdiction.

III. COMPENSATION TO greater:SATX

- 3.1 **Compensation.** As compensation for the Services, City shall pay to greater:SATX a annual total of up to EIGHT HUNDRED TWENTY NINE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$829,250.00). Payments shall be subject to terms agreed to as follows:
- 3.1.1 For the period beginning January 1, 2024 and ending in December 31, 2024, an amount up to SIX HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$635,000.00) in funding for Local and Domestic Recruitment and Retention services shall be disbursed quarterly in alignment with the Performance Goal percentage attained for each metric set out in the Performance Scorecard and Payment Plan attached hereto as part of **Exhibit A**, which may be updated from time to time and approved in writing by the Parties.
- 3.1.2 For the period beginning January 1, 2024, and continuing until termination of the Agreement, including any extension thereof, payment for FDI services in a cumulative total not to exceed ONE HUNDRED NINETY-FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$194,250.00) shall be disbursed in accordance with the requirements of Section 2.3 and the Budget and Payment Plan attached hereto as part of **Exhibit B**.
- 3.2 No additional fees or expenses of greater:SATX shall be charged by greater:SATX nor shall be payable by City for the Services provided under this Agreement. The parties hereby agree that all expenses of greater:SATX that are compensable by City have been provided for in the total payment to greater:SATX Those total payments cannot exceed the amount set forth above, without prior approval and agreement of all Parties, as evidenced in writing and as approved by the City Council, as evidenced by passage of an ordinance.
- 3.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. In no event shall City be obligated or liable under this Agreement to any party, other than greater:SATX, for the payment of any monies or the provision of any goods or services.
- 3.4 **Use of Funds.** The funds provided by City under this Agreement shall be used solely in connection with greater:SATX's Services described in Article II, pursuant to the budget prepared as part of the Operations Plan. In addition, funds provided in connection with

services described in Exhibit B, may not be used for administration or indirect costs, employee compensation costs or travel expenses. greater:SATX shall segregate all funds provided under this Agreement into a separate account and shall not commingle any funds supplied by City with the greater:SATX's general funds or with other funds received by any other entity.

3.5 Within ten (10) working days of City's written request therefor, greater:SATX shall refund to City any sum of money paid by City to greater:SATX later determined to:

3.5.1 Have resulted in overpayment to greater:SATX;

3.5.2 Have not been spent by greater:SATX strictly in accordance with the terms of the Agreement; or

3.5.3 Not be supported by adequate documentation to fully justify the expenditure.

3.6 Additional Services. Should any additional services outside the scope of this Agreement be requested and authorized by City, and accepted by greater:SATX, greater:SATX shall be separately compensated for those services over and above the compensation discussed in this Article III, at an amount agreed to by City and greater:SATX.

| 3.7 Invoices. To receive disbursements, greater:SATX shall submit post-quarterly invoices, accompanied by a status report to:

City of San Antonio
Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Email: thomas.davis@sanantonio.gov (or at such other address as Director may designate).

3.7.1 Subject to terms set out in sections 3.1, 3.2 and 3.3, City shall pay greater:SATX invoices within 30 days of receipt and approval by the Director.

IV. AUDIT

4.1 greater:SATX's Audit. In accordance with its standard practices, greater:SATX shall obtain an annual audit conducted by an independent auditing firm during the Term of this Agreement. The audit shall include an audit of the separate account maintained to receive and to disburse funds provided by City to greater:SATX pursuant to this Agreement. A copy of the audit report and management letter prepared as a result of the audit shall be provided to City.

4.2 City's Audit. City or its authorized representative shall, at all reasonable times, have the right to examine, inspect, and audit all books, papers, and bank records of greater:SATX directly related to the funds provided to greater:SATX under this Agreement to determine

the accuracy of reports made under this Agreement. Expenses incurred by City incident thereto shall be the sole responsibility of and borne by City. Those records shall be maintained by greater:SATX for a period of four (4) years after the termination of the Term of this Agreement and any applicable renewal term, and shall be made available for inspection and/or for audit by City or its agents at greater:SATX's facility. Nothing in this Agreement shall be deemed to give City authority to direct, to question, to review, to audit, or otherwise to influence the expenditure of any funds that are not directly paid to greater:SATX by City.

- 4.3 Dispute Findings. Either greater:SATX or City may dispute the findings of audits performed under this Agreement, by giving written notice to the other Party within thirty (30) days of receiving the results of an audit. The Party electing to dispute audit results shall, within thirty (30) days following receipt of the auditor's report, submit such additional information as it believes is required to correct the auditor's report.
- 4.4 Scope. City recognizes that greater:SATX provides services to various entities and organizations unaffiliated with City and City's interest in greater:SATX's activities is solely based upon the Services provided pursuant to this Agreement. Therefore, any audits, reports or information requested by City are understood to be limited in scope to the funding provided to greater:SATX by City under the terms and conditions of this Agreement; provided, however, that no audit pursuant to this Article IV will identify any potential prospect or company by name or in enough detail for the identity to be discovered, nor shall any audit reveal or disclose any of greater:SATX's proprietary information or trade secrets.

V. DOCUMENTS

- 5.1 Documents. The Parties recognize that, to be successful, greater:SATX depends on its ability to keep confidential the identity of its prospects and other proprietary information, and that greater:SATX would not achieve the same level of results from providing the Services, or any other services to its other clients and constituents, without being able to maintain that confidentiality. Accordingly, the Parties acknowledge that certain writings, documents or information produced by or submitted to greater:SATX in the course of its execution of the Services will be the sole property of greater:SATX, are proprietary, and may be privileged under State law. Without waiving any available claim or privilege, greater:SATX will in good faith share information derived from those writings or documents with City and, if any writings, documents or information are deemed non-proprietary or non-privileged, provide copies of those writings or documents to City. greater:SATX understands and acknowledges that City has the right to use those non-proprietary writings, documents and information as City desires, without restriction. If any "open records" or equivalent request is made of City relating to this Agreement or to the Services, City shall promptly advise greater:SATX, and the Parties shall work cooperatively and in good faith to preserve greater:SATX's trade secrets, proprietary documents, and confidential information. In all events, City shall not provide any information or documents that greater:SATX considers proprietary to any third party without greater:SATX's written consent, unless City is legally obligated to do so and so

advises greater:SATX in writing. In addition, any third-party requests to greater:SATX for records relating to this Agreement under the State's Public Information Act shall be coordinated with City. City shall provide greater:SATX, in accordance with the Public Information Act, the opportunity to submit third-party briefs to the State Attorney General.

- 5.2 Documents to City. Upon expiration or termination of this Agreement, greater:SATX shall transfer to City true and correct copies of any non-proprietary writings, documents or information in the possession of greater:SATX and produced pursuant to the terms and conditions of this Agreement.

VI. RECORDS RETENTION

- 6.1 Records. greater:SATX and its subcontractors, if any, shall maintain all documents, papers, and records, and other evidence pertaining to the Services and funding provided for in this Agreement, and shall make such documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period for purposes of the audit described in Article IV.
- 6.2 Retention. greater:SATX shall retain any and all documents produced as a result of services or of funding provided hereunder for a period of four (4) years from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or there are other questions arising from, involving or concerning this documentation or concerning the services provided hereunder, greater:SATX shall retain the records until the resolution of such litigation or other such questions.

VII. SUSPENSION/TERMINATION

- 7.1 Suspension. City may summarily suspend this Agreement if it reasonably believes that greater:SATX has breached this Agreement in any material way, including by violating any City, State or Federal laws. City shall promptly apprise greater:SATX of the basis of City's reasonable belief. Any such suspension shall remain in effect until City determines that appropriate measures have been taken to ensure greater:SATX's future compliance. Grounds for such suspension include, but are not limited to the following:
- 7.1.1 Failure to abide by any terms or conditions of this Agreement;
 - 7.1.2 Failure to keep and to maintain adequate proof of insurance as required by this Agreement;
 - 7.1.3 The commission or alleged commission of any crime by greater:SATX, or by any owner, part owner, partner, business associate, principal party, officer, or director.
- 7.2 Termination Defined. For purposes of this Agreement, "termination" shall mean termination by expiration of the Agreement term as stated in Article I. Term, or by earlier termination pursuant to any of the provisions hereof.

- 7.3 Termination Without Cause. This Agreement may be terminated by either Party upon sixty (60) calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.
- 7.4 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events:
- 7.4.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XI. Assignment and Subcontracting.
 - 7.4.2 The cessation of operations for a period of time exceeding twenty (20) days;
 - 7.4.3 The expenditure of City funds on gratuities in the form of entertainment, gifts, or otherwise offered or given by greater:SATX, or any agent or representative of greater:SATX, to any officer or employee of City, County, State or business prospect with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract.
 - 7.4.4 greater:SATX's involvement in litigation against City as discussed in section 14.2
 - 7.4.5 greater:SATX's breach of section 26.4 or of Article XXVII relating to contracts with companies boycotting Israel or engaged in certain business.
- 7.5 Defaults With Opportunity for Cure. Should greater:SATX default in the performance of this Agreement in a manner stated in this section, same shall be considered an Event of Default. City shall deliver written notice of the default, specifying in detail the matter(s) in default. greater:SATX shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If greater:SATX fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice and without adoption of a City ordinance, to terminate this Agreement in whole or in part as City deems appropriate. The following actions are defaults that may be cured by greater:SATX:
- 7.5.1 Performing unsatisfactorily, in the sole discretion of City;
 - 7.5.2 Failing to perform or failing to comply with any covenant herein required in sole discretion of City; and
 - 7.5.3 Entering into bankruptcy or selling substantially all of company's assets,
- 7.6 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted

to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

- 7.7 Ceasing City Activity. Upon the effective date of expiration or termination of this Agreement, greater:SATX shall cease all work being performed by greater:SATX or by any of its subcontractors on behalf of City.
- 7.8 Transition Period. Regardless of the method by which this Agreement is terminated, greater:SATX agrees to provide a transition period of termination for a period not to exceed two (2) months upon City's request and at City's sole discretion. During such transition period, greater:SATX may continue to provide services as provided for, and for which it will be compensated, under this Agreement. Regardless of whether City exercises this transition period, greater:SATX shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by greater:SATX, or provided to greater:SATX hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by greater:SATX in accordance with Article VI. Records Retention. Any record transfer shall be completed within 30 calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to greater:SATX is conditioned upon delivery of all such documents, if requested.
- 7.9 Regardless of how this Agreement is terminated, greater:SATX shall return all unearned payments to City within 30 calendar days of such termination. Payments shall be deemed unearned if they are for work not accepted by City under Sections 2.5 and 3.3.
- 7.10 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue greater:SATX for any default hereunder or other action.

VIII. NOTICE

- 8.1 Written Notice. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:

Brenda Hicks-Sorensen
EDD Director

City of San Antonio
P.O. Box 839966
San Antonio, TX 78283-3966

If to greater:SATX:

Sarah Carabias Rush
Chief Economic Development Officer

greater:SATX
112 E. Pecan, Suite 2635
San Antonio, TX 78205

- 82 Time. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either Party may change its mailing address or the person to receive notice by notifying the other Party as provided in this paragraph.

IX. INSURANCE

- 9.1 No later than 30 days before the scheduled service, greater:SATX must provide a completed Certificate(s) of Insurance to CITY's Economic Development Department. The certificate must be:
- Clearly labeled with the legal name of the event in the Description of Operations block;
 - Completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance);.
 - Properly endorsed and have the agent's signature, and phone number.
- 9.2 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Economic Development Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.
- 9.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, greater:SATX certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.
- 9.4 The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 9.5 greater:SATX shall obtain and maintain in full force and effect for the duration of this Agreement, at greater:SATX's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If greater:SATX claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' compensation	Statutory
2. Employers' liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial general liability insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Contractual liability	For bodily injury and property damage of \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in umbrella or excess liability coverage
4. Business automobile liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

9.6 greater:SATX must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of greater:SATX and provide a certificate of insurance and endorsement that names greater:SATX and City as additional insureds. greater:SATX shall provide City with subcontractor certificates and endorsements before the subcontractor starts work.

9.7 If a loss results in litigation, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. greater:SATX must comply with such requests within 10 days by submitting the requested insurance documents to the City at the following address:

City of San Antonio
Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

- 9.8 greater:SATX's insurance policies must contain or be endorsed to contain the following provisions:
- Name City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.
 - Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
 - Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 9.9 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, greater:SATX shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend greater:SATX's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 9.10 In addition to any other remedies City may have upon greater:SATX's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order greater:SATX to stop work and/or withhold any payment(s) which become due to greater:SATX under this Agreement until greater:SATX demonstrates compliance with requirements.
- 9.11 Nothing contained in this Agreement shall be construed as limiting the extent to which greater:SATX may be held responsible for payments of damages to persons or property resulting from greater:SATX's or its subcontractors' performance of the work covered under this Agreement.
- 9.12 greater:SATX's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.
- 9.13 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

- 9.14 greater:SATX and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

X. INDEMNIFICATION

- 10.1 **greater:SATX covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, City and the elected officials, employees, officers, directors, and representatives of City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon City arising out of or resulting from greater:SATX activities under this Agreement, including any acts or omissions of greater:SATX, any agent, officer, director, representative, employee of greater:SATX or of any subcontractor of greater:SATX, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT greater:SATX AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 10.2 The provisions of this indemnity are solely for the benefit of the Parties hereto and are not intended to create or to grant any rights, contractual or otherwise, to any other person or entity. greater:SATX shall advise City in writing within three business days of any claim or demand against City or greater:SATX known to greater:SATX related to or arising out of greater:SATX's activities under this Agreement and shall see to the investigation and defense of such claim or demand at greater:SATX's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving greater:SATX of any of its obligations under this paragraph.

XI. ASSIGNMENT AND SUBCONTRACTING

- 11.1 Qualified Personnel. greater:SATX shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to Services pursuant to this Agreement shall be employees or subcontractors of greater:SATX.
- 11.2 Subcontractors. greater:SATX shall identify in its annual budget submitted to City any subcontractors that greater:SATX intends to use to provide Services under this Agreement. On the approval of the annual budget, the subcontractors identified in it are deemed approved by City. Any subcontracts that arise during the year and that are not

included in the budget, must be approved by City.

- 11.3 Written Agreement. Any Services subcontracted by greater:SATX hereunder with an annual value in excess of \$100,000.00 shall be by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of greater:SATX. City shall in no event be obligated to any third party, including any subcontractor of greater:SATX, for performance of Services or for payment of fees.

XII. INDEPENDENT CONTRACTOR

- 12.1 greater:SATX and City covenant and agree that greater:SATX is an independent contractor and not an officer, agent, servant or employee of City; that greater:SATX shall have control of and right to control, in its sole discretion, the details of the Services performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and greater:SATX; that the doctrine of respondent superior shall not apply as between City and greater:SATX, its officers, agents, employees, contractors, subcontractors and greater:SATX, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and greater:SATX. The Parties hereto understand and agree that City shall not be liable for any claims which may be asserted by any third party occurring in connection with the Services to be performed by greater:SATX under this Agreement and that greater:SATX has no authority to bind City.

XIII. CONFLICT OF INTEREST

- 13.1 City's Ethics Code. greater:SATX acknowledges that it is informed that the Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with City or any City agency such as city-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 13.2 The Executive Committee of greater:SATX shall comply with the Conflicts of Interest Policy set out in **Exhibit D.**

XIV. LEGAL/LITIGATION EXPENSES

- 14.1 Litigation Against City. Under no circumstances will the funds received under this Agreement or any other funds received from City be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against City.
- 14.2 Termination. During the term of this Agreement, if greater:SATX files and/or pursues an adversarial proceeding against City, at City's option, this Agreement and all access to the funding provided for hereunder may terminate if it is found that greater:SATX has violated this Article.

XV. AMENDMENTS

- 15.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both Parties, and subject to approval by City Council, as evidenced by passage of an ordinance. The Parties may exercise two, one-year extensions of the agreement without further approval by City Council, provided, however, that City Council approve updated Operations Plans corresponding with the extension period.

XVI. SEVERABILITY

- 16.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to City Charter, City Code, or ordinances of City, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVII. LICENSES/CERTIFICATIONS

- 17.1 greater:SATX warrants and certifies that, to its knowledge, greater:SATX and any other person designated to provide Services hereunder has the requisite training, license and/or certification to provide said Services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the Services provided herein.

XVIII. COMPLIANCE WITH LAWS

- 18.1 greater:SATX shall perform all Services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XIX. NONWAIVER OF PERFORMANCE

- 19.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or as a relinquishment for the future of such covenant or option.

XX. LAW APPLICABLE

- 20.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 20.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in City of San Antonio, Bexar County, Texas.

XXI. LEGAL AUTHORITY

- 21.1 The signer of this Agreement for greater:SATX represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of greater:SATX and to bind greater:SATX to all of the terms, conditions, provisions and obligations herein contained.

XXII. PARTIES BOUND

- 22.2 This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and to their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIII. CAPTIONS

- 23.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or the conditions of this Agreement.

XXIV. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be interpreted in the order of priority as appears below:

EXHIBIT A: 2024 Operations Plan, Performance Scorecard, and Payment Plan for Local and Domestic Retention and Recruitment Services

EXHIBIT B: Foreign Direct Investment Attraction Plan (Scope of Work, Payment Plan, and Annual Budget for FDI Services)

EXHIBIT C: Map of City Limits and ETJ

EXHIBIT D: greater:SATX Conflict of Interest Policy and Acknowledgment of Conflict of Interest Policy

EXHIBIT E: Annual gSATX Operating Budget (to include FDI category)

EXHIBIT F: 2025 Operations Plan, Performance Scorecard, and Payment Plan (to be added pursuant to this Agreement)

EXHIBIT G: 2026 Operations Plan, Performance Scorecard, and Payment Plan (to be added pursuant to this Agreement)

XXV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XV.

XXVI. STATE PROHIBITIONS ON CERTAIN CONTRACTS

- 26.1 This Article only applies to a contract that:
- (1) is between a governmental entity and a company with 10 or more full-time employees; and
 - (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
- 26.2 “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.
- 26.3 Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or

limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Contractor hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

26.4 Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Contractor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

26.5 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Contractor hereby verifies that it 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 contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

SIGNATURES *ON FOLLOWING PAGE*

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement this _____ day of _____, 2024.

CITY OF SAN ANTONIO, TEXAS,
A Municipal Corporation

GREATER:SATX
A Texas Nonprofit Corporation

Erik Walsh
City Manager



Jenna Saucedo-Herrera
President & CEO

APPROVED AS TO FORM:

Assistant City Attorney

EXHIBIT A:
2024 Operations Plan, Performance Scorecard, and
Payment Plan for Local and Domestic Retention and
Recruitment Services

An aerial photograph of San Antonio, Texas, featuring the Pearl Tower on the left and the city skyline in the background. The text 'greater: SATX' is prominently displayed in the upper center, with 'REGIONAL ECONOMIC PARTNERSHIP' written below it. In the lower left, the text '2024 Operations Plan' and 'City of San Antonio' is visible.

greater: SATX

REGIONAL ECONOMIC PARTNERSHIP

2024 Operations Plan

City of San Antonio

Strategic Framework

MISSION: *To lead the development and diversification of the San Antonio, Texas regional economy through the location and expansion of quality employers and job-producing investments.*



Results by 2025:

- > **30K** new target industry jobs
- > **\$5B** in capital investment
- > **50K** target industry degrees & certificates



\$55 Billion
Economic Impact

Progress To 5-year Plan

JOBS: Grow, Attract & Retain Quality Jobs

\$4.8B+

Capital investment

11,830+

New jobs

67%

Jobs above median
for zip code

PEOPLE: Develop, Recruit & Retain Talent

28,800+

Students engaged in
work-based learning
opportunities

566

Employers participated
in work-based learning
programs

41.9%

Educational
attainment

PLACE: Elevate the Value & Perception of SATX

50.4

Regional brand
equity

22.6

Net promoter
score

2

New nonstop
air service routes

2024 Operations Plan

JOBS

Grow, attract, and
retain quality
jobs.

PEOPLE

Develop, recruit,
and retain talent.

PLACE

Elevate value and
perception of
SATX.

Jobs: Grow, attract, and retain quality jobs

> **Nurturing and Growing a Global Business Development Pipeline:**

- Continue Local and Domestic Recruitment and Retention by nurturing 1,200 existing leads and augment business intelligence insights to add 400+ new leads
- 32 planned marketing activations and corporate targeting missions to Canada, Germany, Japan, India, Mexico, South Korea, *Taiwan, United Kingdom; California, Illinois, New York, Washington D.C.
- Foreign Direct Investment (FDI) Attraction through lead generation contracts managed for target international markets including South Korea, Japan, Germany and United Kingdom, and Canada, plus a feasibility study on pursuing business attraction in India

> **Business Advancement:**

- Elevate full spectrum of services including workforce, infrastructure, advocacy, and operational support
- Targeted business engagement support (250 Visits)

> **Win Projects:** Active project management and RFI enhancements

> **Research, Data, and Analytics Center of Excellence:**

- Continue building best-in-class market insights

> **Regional Partnership Optimization and Growth:**

- Site readiness and megasite development

People: Develop, recruit and retain talent

> Talent Pipeline Management (TPM)

- Manage Industry Collaboratives: manufacturing & logistics, construction & skilled trades, healthcare, financial services, IT / cyber, and education (100 employers) to drive supply-side solutions to align training programs to industry demand

> Talent Recruitment and Retention

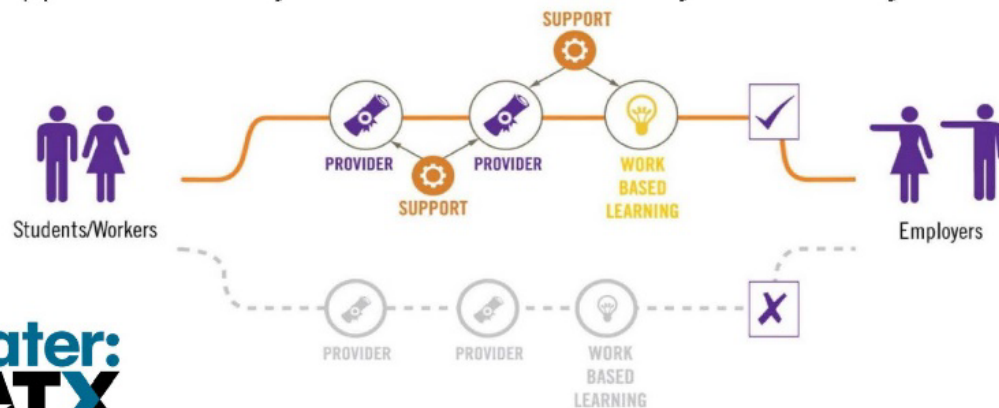
- Targeted statewide university talent recruitment, program & university alumni engagement

> Workforce Readiness

- Career pathways: industry videos, occupational collateral and trainings in partnership with SA Ready to Work

> Competitiveness and Collaboration

- Support of SA Ready to Work and Bexar County Future Ready Plan



Build an Even Greater San Antonio

Construction employers across the Greater San Antonio region are hiring now. The construction industry offers opportunities in a variety of high demand roles, from entry level to experienced.



Construction in SATX

83,600+ PEOPLE
WORK IN THE CONSTRUCTION INDUSTRY
right here in the San Antonio region

\$44,928
AVERAGE INDUSTRY SALARY

\$31,136+
STARTING ENTRY-LEVEL SALARIES

25,178+
CONSTRUCTION EMPLOYERS
in the San Antonio Region

676 JOB POSTINGS
PER MONTH

Growing Workforce Opportunities for Women

83.6% MALES

16.4% FEMALES

Place: Elevate value and perception of SATX

- > **National PR**
 - Create and amplify national stories
- > **Branding**
 - Global: Targeted digital and PR
 - National: Continue to increase reach through **Life Works Greater** campaign in key markets
- > **Regional Industry Awareness**
 - Refresh campaign & expand industries
- > **Air Service Development**
 - Support SAT in securing service to target destinations (2)
 - Activate local business organizations to ensure route sustainability



28 September 2023, Hesse, Frankfurt/Main: Travelers walk across the platform with suitcases in the ... [+] GPHOTOGRAPHY VIA GETTY IMAGES

How To Fly From San Antonio To Frankfurt In 2024



San Antonio Warms Up to National Attention With Major Projects, Changing Economy

Lone Star State's Second-Largest City Emerges As Affordable Market With Population Influx



San Antonio's robust economy is the driver of its increase in Q2. From real estate and construction to education (SAT, Antonio) (Buck Press/CoStar)

2024 Scorecard

PILLAR	TIER 1 METRIC	2021-2023 ACTUALS	2024 GOALS	2021 - 2025 GOALS
JOBS	New Target Industry Jobs	11,541	7,500	30,000
	% High Wage Jobs (>\$50k) - Direct	54%	80%	65%
	% High Wage Jobs (>\$50k) - Indirect	n/a*	85%	65%
	% Wages > Med. Income for Zip	67%	80%	60%
	Leads Converted to "Active Project"	n/a*	50	55
	Unqualified Leads Discovered	n/a*	400	440
	Capital Investment	\$4.4 B	\$1B	\$5B
PEOPLE	Work-based Learning K12 - Student	28,842	5,500	25,000
	WBL Higher Education - Students	n/a*	500	1,200
	Educational Attainment	38%	42%	40%
PLACE	Brand Equity	50.4	57	60
	National PR	n/a*	4	6
	Targeted Air Service Routes	2	2	5
	Net Promoter Score	22.6	40	45

n/a* = New metric

greater:SATX / COSA Agreement Scorecard	
2024 COSA GOALS	
New Target Industry Jobs	6,000
Wages > \$50K (Direct)	80%
% of Wages > Median Income for Zip Code	100%
Capital Investment	\$850M
Domestic Capital Investment	\$340M
Foreign Direct Investment	\$510M
Unique Business Retention & Expansion (BRE) Visits	200
% of Case Referrals & Assistance Requests Closed	100%
% of Case Referrals & Assistance Requests w/ Follow Up	95%
Lead Pursuits Generated	400
Leads Converted to Active Projects	50
SWMWBE Memberships in gSATX	\$50,000

2024 Payment Plan

INFORMATIONAL		ANNUAL PERFORMANCE			Actuals			
PILLAR	METRIC	2024 GOAL (TARGET)	Max Value / Annual	2024 YTD ACTUAL	Q1	Q2	Q3	Q4
Jobs	New Target Industry Jobs	6,000	\$75,000					
	% High Wage Jobs	80%	\$100,000					
	% Jobs W/Wages > Median For Zip	100%	\$60,000					
	Capital Investment	\$850,000,000	--					
	Domestic Capital Investment	\$340,000,000	\$75,000					
	Foreign Direct Investment	\$510,000,000	\$100,000					
	Lead Pursuits Generated	400	\$40,000					
	Leads Converted to Active Projects	50	\$60,000					
	Unique BRE Visits	200	\$75,000					
	% of Case Referrals & Assistance Requests Closed	100%	--					
	% of Case Referrals & Assistance Requests w/ Follow Up	95%	--					
	SWMBE Investor 'Memberships'	\$50,000.00	\$50,000					
TOTALS			\$635,000					

EXHIBIT B:

Foreign Direct Investment Attraction Plan (Scope of Work, Payment Plan, and Annual Budget)

greater:SATX will strengthen existing and add/supplement global representation and lead generation contracts in the following key markets: Japan, South Korea, Germany, United Kingdom, Canada, and India.

- (i) greater:SATX shall continue current consulting agreements in the markets of Japan and South Korea. Should those contracts be terminated, greater:SAX shall identify and establish, in coordination with City, lead consulting agreements for those markets.
- (ii) greater:SATX, in coordination with City of San Antonio Economic Development Department (EDD), will identify and establish global representation and lead generation contracts for Germany, United Kingdom, and Canada. greater:SATX, in collaboration with EDD, will identify and contract with a consultant to explore India as a potential lead generation market and provide a recommendation on whether to move forward with India as a target geography in 2025 and subsequent years.

Consulting agreements shall, at a minimum:

- (i) Develop relationships, increase visibility of San Antonio, and generate leads for greenfield investment in San Antonio;
- (ii) Support the achievement of greater:SATX FDI performance goals described in the 2024 Operations Plan's and Performance Scorecard:
 - a. New Target Industry Jobs
 - b. High Wage Jobs
 - c. Capital Investment – Foreign Direct Investment
- (iii) Require a minimum number of greenfield leads that are:
 - a. Within target industry clusters established in the Framework
 - b. Have investment decision timelines of 24-36 months
- (iv) Include market research and FDI strategic roadmap for the market
- (v) Require comprehensive and regular reporting

2024 Budget and Payment Plan for FDI Services

CY2024			
Country Consulting Agreement or Event	Budget	Payment Terms	
		Amount	Date
South Korea	\$80,000	80 percent of total consulting agreement up to listed amount	Within 30 days of consulting agreement execution and invoice submission
Europe (United Kingdom & Germany)	\$25,000		
Canada	\$15,000		
India	\$45,000	Payment in full	
Japan	--	Included in General Service Agreement	
SelectUSA Event	\$20,000	80 percent of total event cost exclusive of travel, registration, and/or booth	Within 30 days of receipt and approval of all proposed budget and quotes
FDI Agreement Contingency Funding	\$9,250	Payment in full	Within 30 days after all listed consulting agreements are executed and invoices submitted
TOTAL BUDGET	\$194,250		

Annual budget for this contract is not to exceed ONE HUNDRED NINETY-FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$194,250.00).

EXHIBIT C: Map of City Limits and ETJ

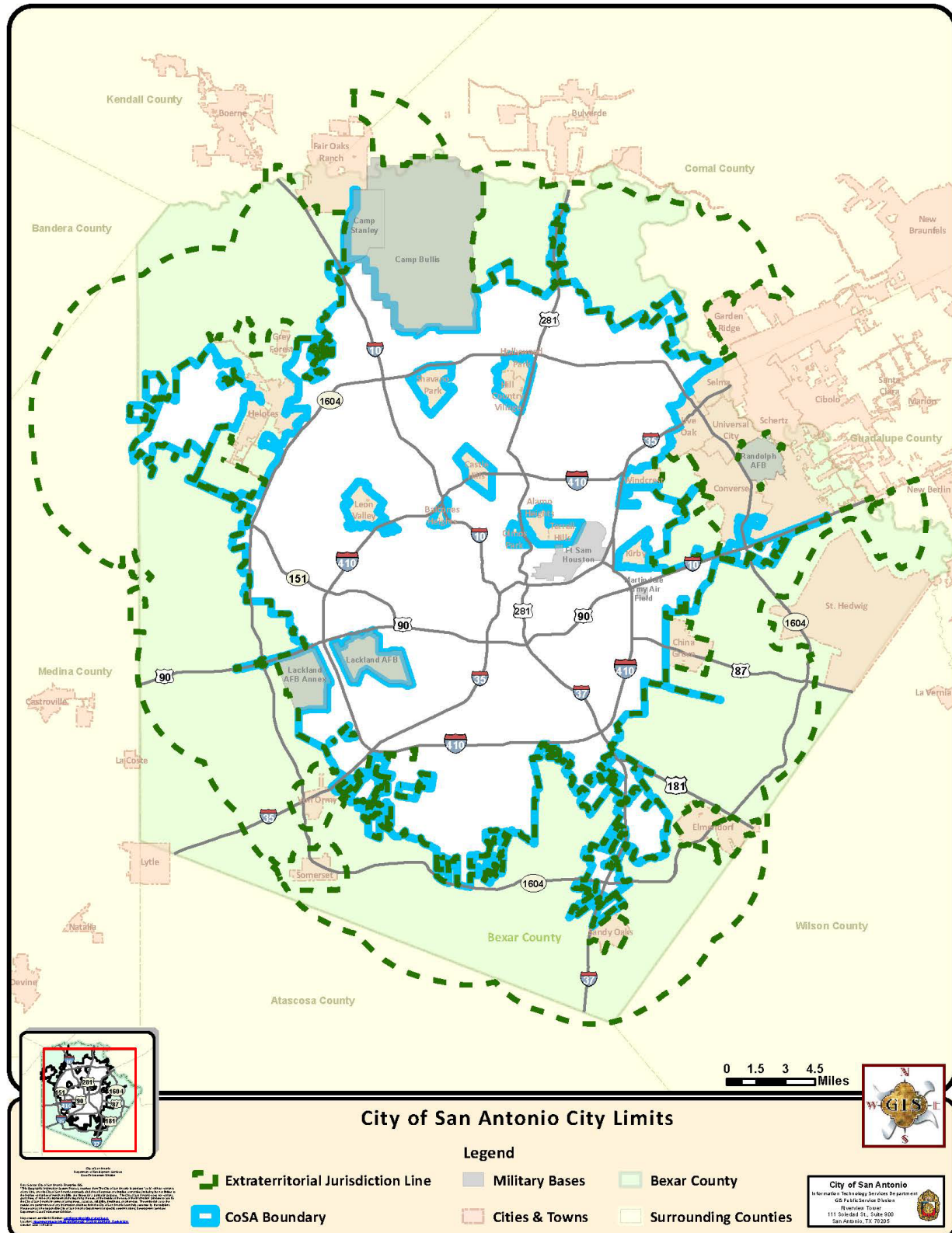


EXHIBIT D:
greater:SATX Conflict of Interest Policy
and Acknowledgment

CONFLICT OF INTEREST POLICY

FOR GREATER:SATX
WHEN ACTING ON BEHALF OF THE CITY OF SAN ANTONIO

Article I

Purpose

The purpose of this Conflict of Interest Policy is to protect the interest of the City of San Antonio (“City”) when it is contemplating, on the recommendation of greater:SATX (“gSATX”), offering incentives (economic or otherwise) to third-parties and when the City is contemplating, on the recommendation of gSATX, entering into a transaction or compensation arrangement of any type that may benefit the interests of an officer or director of gSATX. This policy is intended to supplement but not replace any other applicable federal, state, or local laws governing conflicts of interest that may be applicable to gSATX.

Article II

Definitions

2.1 Interested Person

Any director or officer of gSATX who has a direct or indirect “financial interest,” as defined below, is an “Interested Person.”

2.2 Financial Interest

A person has a financial interest if the person enters or proposes to enter into a transaction with the City, or such person has, directly or indirectly, through business, investment or family:

- a) An ownership or investment interest in any entity with which the City has a transaction or arrangement; or
- b) A compensation arrangement (which shall include any employment or independent contractor arrangement) with the City, or any entity or individual with which gSATX has a transaction or compensation arrangement; or
- c) A potential ownership or investment interest in, or compensation arrangement with, the City or with any entity or individual with which the City is negotiating a transaction or compensation arrangement.

A compensation arrangement includes any arrangement pursuant to which any direct or indirect remuneration passes to or from the City.

Article III

Records of Proceedings

The minutes of the board shall contain:

- 3.1 The names of the personas who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's decision as to whether a conflict of interest in fact existed.
- 3.2 The names of the persons who were present for discussions and votes relating to the transaction or compensation agreement, the content of the discussion, including any alternatives to the proposed transaction or compensation arrangement, and a record of any votes taken in connection therewith.

Article IV

Annual Statements

Each director and officer shall annually sign a statement which affirms that such person:

- 4.1 Has received a copy of this conflicts of interest policy;
- 4.2 Has read and understands the policy;
- 4.3 Has agreed to comply with the policy; and
- 4.4 Understands that gSATX is a private, non-profit organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ACKNOWLEDGEMENT AND AGREEMENT TO CONFLICT OF INTEREST POLICY

GREATER:SATX

The undersigned holds the following position(s) [check one or more] with greater:SATX (“gSATX”), a Texas nonprofit corporation:

_____ Director of gSATX

_____ Officer of gSATX

_____ Member of a committee with Board-delegated powers

The undersigned hereby affirms as follows:

1. I have read and understand the gSATX Conflict of Interest Policy which is attached to this statement;
2. I agree to comply with the gSATX Conflict of Interest Policy; and
3. I understand that gSATX is a charitable organization described in Section 501(c)6 of the Internal Revenue Code of 1986, and that, in order for gSATX to maintain its federal tax exemption, gSATX must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

NAME (Printed): _____

TITLE: _____

SIGNATURE: _____

DATE: _____

EXHIBIT E:
Annual Operating Budget

**greater: SATX / City Contract Budget
(Jan 2024 - Dec 2024)**

Income (CY)

Local and Domestic Recruitment and Retention	\$635,000	
Foreign Direct Investment (FDI) Attraction	\$194,250	
TOTAL (up to*)		\$829,250

**based on performance; Funds are reimbursable upon quarterly review and/or execution of deliverables)*

Expenses (CY)

Staff		\$245,000
Salaries	\$215,000	
Taxes	\$15,000	
Benefits	\$15,000	
Operational		\$514,250
Advertising/Marketing/Public Relations	\$55,000	
Marketing Missions	\$75,000	
Prospect Hosting/Activations	\$90,000	
Corporate Location/Advisory Services	\$35,000	
Japan/Texas Office	\$55,000	
Trade Association Dues	\$10,000	
FDI Services (Consulting Agreements/Events)	\$194,250	
Administrative/Other		\$70,000
IT/Tech Services	\$20,000	
Audit	\$10,000	
Rent	\$30,000	
PEO	\$5,000	
Insurance	\$5,000	
TOTAL		\$829,250