

**FIRST AMENDMENT AND RENEWAL OF PROFESSIONAL  
SERVICES AGREEMENT FOR CONTRACTOR CAPACITY  
BUILDING & BONDING ASSISTANCE PROGRAM  
ADMINISTRATION**

FOR VALUE RECEIVED, the receipt and sufficiency of which is acknowledged, this First Amendment to the Professional Services Agreement for Contractor Capacity Building & Bonding Assistance Program Administration (hereinafter referred to as "First Amendment") is entered into by and between the San Antonio Economic Development Corporation (hereinafter referred to as "SAEDC") acting by and through its Executive Director, and Jim Swindle dba Alamo Surety Bonds, (hereinafter referred to as "Consultant"), acting by and through its authorized representative, both of which may be referred to as the "Party" or collectively as the "Parties".

**RECITALS**

**WHEREAS**, the Parties entered into that certain the Professional Services Agreement for Contractor Capacity Building & Bonding Assistance Program Administration (hereinafter referred to as "Agreement"), dated July 7, 2022, to support establishment of a program to provide education, one-on-one consulting, bonding assessments, and create a pool of funds to help offset bonding requirements for small businesses when participating on city contracts; and

**WHEREAS**, the Parties now wish to execute an amendment to the Agreement to increase funding under the Agreement by FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) for program administration services and extend the term of the Agreement for one additional year to allow an increased number of businesses to be served under the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in the Agreement, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Section 2.1** of the Agreement is hereby deleted in its entirety and replaced with the following:

The term of this Agreement shall be for one (1) year period beginning upon full execution of the Agreement. The SAEDC shall have the option to renew for an additional two (2) one (1) year periods should funds continue to be available, however, SAEDC may terminate a contract at any time if funds approved by the City Council of the City of San Antonio ("City") for the purposes of this Agreement are restricted, withdrawn, not approved or service is unsatisfactory.

2. **Sections 4.1 and 4.2** of the Agreement is hereby deleted in its entirety and replaced with the following:

In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Executive Director, of all services and activities set forth in this Agreement City agrees to pay Consultant an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00):

4.1.1 – FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) for year  
1 of Program

4.1.2 – FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) for year 2 of Program

4.1.3 – FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) for year 3 of Program

4.2 Upon meeting the deadlines for the deliverables and receipt of a valid and complete invoice, the aforementioned compensation will be disbursed as follows:

4.2.1 Year 1 of Program

<b>Deliverables</b>	<b>Due, following Execution</b>	<b>Disbursement</b>
<ul style="list-style-type: none"> <li>• Program Manual (with detailed policy and operational procedures)</li> <li>• Intake process form</li> <li>• Executed MOUs with all partner agencies</li> <li>• Bonding checklist</li> <li>• Comprehensive marketing and enrollment plan</li> <li>• Course catalog</li> </ul>	On or before 30 days	\$10,000
<ul style="list-style-type: none"> <li>• Commence enrollment</li> <li>• Program launch with minimum of 5 participants enrolled</li> </ul>	On or before 60 days	\$10,000
<ul style="list-style-type: none"> <li>• Submit 1<sup>st</sup> monthly report progress report for enrolled participants</li> </ul>	On or before 90 days	\$10,000
<ul style="list-style-type: none"> <li>• Satisfactory progress towards program outcomes</li> </ul>	On or before 180 days	\$20,000

4.2.2 Year 2 and 3 of Program

a. \$12,500 quarterly upon submission of monthly reports on service to Program participants, completion of metrics, establishment of any Program amendments identified, and status of Fund disbursements in line with targets established in accordance with the Scope of Services, Exhibit A.

3. The document attached hereto and incorporated herein as Attachment I replaces Exhibit A Scope of Services in its entirety. All references in the Agreement to the Scope of Services shall mean as revised by this First Amendment.
4. The Parties acknowledge that at the time of this First Amendment, ONE-HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) has been paid to Consultant under the Agreement.
5. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions expressly modified by this First Amendment.

This First Amendment has been fully executed as of the date of signature of the last party to sign. The Parties represent, warrant, assure and guarantee that they possess the legal authority to enter into this Agreement and to perform the responsibilities set out hereunder.

**SAN ANTONIO ECONOMIC  
DEVELOPMENT CORPORATION**



Alejandra Lopez  
Executive Director

Date: 8/26/2024

**JIM SWINDLE DBA ALAMO SURETY  
BONDS**



Jim Swindle

Date: 8/22/24

