

**FIRST AMENDMENT TO CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM
AGREEMENT/ FINANCIAL ASSISTANCE FOR SAFETY, TECHNOLOGY &
ECONOMIC RESILIENCE (FASTER)**

This First Amendment Agreement to the CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT/ FINANCIAL ASSISTANCE FOR SAFETY, TECHNOLOGY & ECONOMIC RESILIENCE (FASTER) (“**First Amendment**”), is made and entered into by and between the **COUNTY OF EL PASO, TEXAS** ("County"), a political subdivision of the State of Texas, and **EL PASO CHAMBER OF COMMERCE** ("**Company**"), a Texas non-profit organization. Each the County and the Company are also referred to herein as a “Party” and collectively as the “Parties.” The Effective Date shall be the last date upon which this Agreement is signed by all of the undersigned Parties (“**Effective Date**”).

WHEREAS, the Company and the County entered into the CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT/ FINANCIAL ASSISTANCE FOR SAFETY, TECHNOLOGY & ECONOMIC RESILIENCE (“**FASTER**”) on January 11, 2021 (“**Original Agreement**”) for the support of local businesses by providing grants to eligible FASTER applicants; and

WHEREAS, pursuant to Texas Local Government Code Section 154.045, the County would like to include a provision that excludes business with outstanding debt to the County from eligibility for the FASTER program; and

WHEREAS, the County would also like to prohibit spouses of employees of El Paso County from receiving FASTER grants or loans; and

WHEREAS, the Parties wish to enter into this First Amendment in order to reflect this intention.

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge by the Parties, the Parties agree as follows:

Adoption of Recitals. The above stated recitals are incorporated herein by reference, are hereby made a part of this License Agreement, and shall be as effective as if repeated verbatim.

ARTICLE I

AMENDMENTS TO THE ORIGINAL AGREEMENT

1. Exhibit C, paragraph regarding “Excluded Businesses” of the Original Agreement, is amended to include:

In accordance with Texas Local Government Code Section 154.045, business with outstanding debt to the County, including delinquent taxes, fines, fees, and indebtedness arising from written agreements with the county shall not be eligible for FASTER grants or loans. The term includes delinquent property taxes whether reduced to judgment or not.

2. Exhibit C, paragraph regarding “Other Exclusions” of the Original Agreement, is amended to include:

Spouses of employees of El Paso County

ARTICLE II GENERAL PROVISIONS

1. **Binding Effect; Assignment.** This First Amendment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
2. **Headings and Captions.** The document headings and captions contained herein are for ease of reference only and shall not affect the meaning or interpretation of this Agreement.
3. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
4. **Amendments.** No amendment of any provision of this First Amendment shall be valid unless the same shall be in writing and signed by each of the parties hereto.
5. Except as set forth in this First Amendment, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

(Signatures follow on next page.)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 8th day of March, 2021.

COUNTY OF EL PASO:

By: _____
Its: _____

APPROVED AS TO CONTENT:

El Paso County Economic Development Director

APPROVED AS TO LEGAL FORM:

Assistant County Attorney

(Signatures continue on next page.)

EL PASO CHAMBER OF COMMERCE:

By: _____
David Jerome
President / CEO