



FILED FOR RECORD

AT 10:36 O'CLOCK A M

JUL 30 2018

Sylvia Garza-Perez
CAMERON COUNTY CLERK
By [Signature] Deputy

SPACE PORT DEVELOPMENT CORPORATION

Board of Cameron County Space Port Development Corporation Meeting Notice
Thursday August 2, 2018 – 12:00PM Special Meeting

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE BOARD OF THE CAMERON COUNTY SPACE PORT DEVELOPMENT CORPORATION WILL BE HELD AT THE OLD CAMERON COUNTY COURTHOUSE, ALSO KNOWN AS THE DANCY BUILDING, IN THE COMMISSIONERS' COURTROOM, LOCATED ON THE 2ND FLOOR, 1100 EAST MONROE STREET, IN BROWNSVILLE, TEXAS, AT 12:00pm (NOON), ON Thursday, August 2, 2018.

1. Call Meeting to Order

2. EXECUTIVE SESSION

- A. Confer with Legal Counsel regarding potential legal issues with the Texas Spaceport Trust Fund Grant awarded January 29, 2014, pursuant to V.T.C.A., Government Code, Section 551.071(2).

3. ACTION RELATIVE TO EXECUTIVE SESSION

- A. Possible Action

4. Discussion and possible action to approve the First Amendment to Spaceport Trust Fund Grant Agreement Between the Office of the Governor, Economic Development and Tourism Division ("OOG") and the Cameron County Spaceport Development Corporation ("the Grantee").

5. Adjournment

Signed and posted on the 30 day of July, 2018, at 10:36 a.m. p.m., in
Brownsville, Texas

Nick Serafy*

Nicholas Serafy, Jr., Chairman by M. Yates
Cameron County Spaceport Development Corporation

**FIRST AMENDMENT TO SPACEPORT TRUST FUND GRANT AGREEMENT
BETWEEN THE OFFICE OF THE GOVERNOR,
ECONOMIC DEVELOPMENT AND TOURISM DIVISION
AND
CAMERON COUNTY SPACEPORT DEVELOPMENT CORPORATION**

THIS FIRST AMENDMENT TO SPACEPORT TRUST FUND GRANT AGREEMENT (“Amendment”) is made and entered into by and between the Office of the Governor, Economic Development and Tourism Division (“OOG”) and Cameron County Spaceport Development Corporation (“Grantee”). OOG and Grantee are hereinafter referred to collectively as the “Parties.”

INDUCEMENTS

WHEREAS, the OOG and Grantee agreed to and executed a **SPACEPORT TRUST FUND GRANT AGREEMENT** effective January 8, 2015, hereinafter referred as the “Original Agreement”; and

WHEREAS, the Original Agreement required that all requests for disbursement under the grant must be received by no later than March 31, 2018; and

WHEREAS, the OOG issued a Spaceport Trust Fund Grant Policy Directive to Grantee on or about December 14, 2015, that, among other things, extended the deadline for requests for disbursement to August 31, 2018; and

WHEREAS, Grantee has requested an extension of the deadline for the submission of disbursement requests to August 31, 2020 in order to continue the Project of developing infrastructure necessary or useful for establishing a spaceport in Cameron County;

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein, the Parties agree as follows:

SECTION 1. AMENDMENTS. The following amendments to the Agreement as set forth herein shall be effective as of _____, 2018:

1.1 Extension of Deadline for Disbursement Requests. The Parties agree to amend Section 7.B. of the Original Agreement by amending Section 7.B. in its entirety to read as follows:

“B. OOG must have received from Grantee a request for disbursement specifying the amount of the grant disbursement being requested, along with invoices and supporting documentation showing all such costs. All requests for disbursement must be received by the OOG no later than August 31, 2020. A contract amendment must be executed by the OOG and the Grantee in order to extend this date. The total amount already disbursed plus the amount requested must not exceed the maximum amount of the Grant set forth in Section 5 of this Agreement.”

1.2 Incorporation of Policy Directives. The Parties agree to amend Section 7 of the Original Agreement by adding a new Section 7.E. to read as follows:

“E. All disbursements of grant funds are subject to the requirements of any policy directives issued by the OOG pursuant to Section 30.B. of this Agreement, including, but not limited to, the OOG Spaceport Trust Fund Grant Policy Directive of December 14, 2015 (except as to the deadline for disbursement requests stated therein).”

1.3 Reporting Requirements. The Parties agree to amend Section 9 of the Original Agreement by amending Section 9 in its entirety to read as follows:

A. Updated Project Timeline. Grantee shall provide the OOG with an updated Project Timeline by no later than September 30, 2018.

B. Quarterly Project Status Report. By no later than thirty (30) calendar days after the end of each fiscal quarter (commencing with the quarter ending August 31, 2018), and continuing throughout the Term of Agreement, Grantee shall forward to the OOG a Quarterly Project Status Report for the corresponding quarter. These reports are required each quarter to provide the OOG with an update on the status of the Project, and are required without regard to whether the Grantee is submitting a disbursement request or has expenditures to report. The four quarters end on the last day of the month of August, November, February and May. The Quarterly Project Status Report shall contain, at a minimum, information on the following matters:

1. A summary of work performed and completed during the quarter for which the report is provided;
2. Progress towards completion of Project objectives, including a brief description of any activities relating to the Project Timeline;

C. Annual Project Status Report. Until Grantee has submitted a Project Completion Report to OOG, Grantee shall submit an Annual Project Status Report to OOG, using the form attached hereto as Exhibit C, no later than thirty (30) calendar days after the end of each calendar year, detailing the Grantee’s progress on completing Project requirements.

D. Project Completion Report. After Grantee has completed the Project, Grantee shall submit to OOG a Project Completion Report, using the form attached hereto as Exhibit B, describing all activities performed under this Agreement.

E. Grantee shall provide to OOG additional information regarding the status of the Project at any time upon request from OOG.

F. Grantee shall cooperate with OOG and provide all requested assistance to OOG in connection with the preparation of any reports required from time to time to be made by OOG to the Texas Legislature or any relevant governmental entity regarding Grantee, the Grant, this Agreement, or the Grant proposal.

G. All reports provided to OOG must be signed by the duly authorized representative of Grantee.”

1.4 Term of Agreement. The Parties agree to amend Section 11 of the Original Agreement by amending Section 11 in its entirety to read as follows:

“This Agreement shall be effective as of January 8, 2015, and shall terminate upon Grantee’s satisfaction of all requirements set forth in Sections 3 and 9 of this Agreement, **but no later**

than August 31, 2020, unless it is terminated earlier in accordance with another provision this Grant Agreement.”

1.5 Debarment. The Parties agree to amend Section 26 of the Original Agreement by adding the certain additional certifications to read as follows:

“No Boycott of Israel. Grantee further certifies that, to the extent this Agreement is subject to Chapter 2270 of the Texas Government Code, neither the Grantee, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Grantee (i) boycotts Israel or (ii) will boycott Israel through the term of the Agreement. The term “boycott Israel” as used in this paragraph has the meaning assigned by Section 808.001 of the Texas Government Code.

Not a Listed Company. The Grantee further certifies that, to the extent this Agreement is subject to Chapter 2252 of the Texas Government Code, neither the Grantee, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of Grantee is an entity listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code as a company engaged in business with Iran, Sudan, or a foreign terrorist organization.”

SECTION 2. ENTIRE AGREEMENT

The entire agreement between the Parties consists of the new amended and/or modified, altered, excised or added terms, conditions and/or mutual covenants of this **FIRST AMENDMENT TO SPACEPORT TRUST FUND GRANT AGREEMENT** and the remaining unchanged provisions of the Original Agreement. Unless otherwise expressly modified herein, the terms and conditions of the Original Agreement shall remain in full force and effect in accordance with their terms. No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in this Agreement.

SIGNATORIES. IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date stated above.

OFFICE OF THE GOVERNOR

**CAMERON COUNTY SPACEPORT
DEVELOPMENT CORPORATION**

Chief of Staff or Designee

Nicholas T. Serafy, Jr.
Chairman