

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
COLORADO RIVER PROJECT, LLC**

This Economic Development Performance Agreement (“Agreement”) is entered into by County of Travis, a corporate and political subdivision of the State of Texas (“County”), and Colorado River Project, LLC, a Delaware limited liability company, qualified to do business in Texas, (“Company”), which owns or will own, or have allowable interest in (as described in 4.5 of this Agreement) taxable real property in Travis County, Texas.

RECITALS

The purpose of this Agreement is to:

- stimulate and encourage business and commercial activity in Travis County;
- create more job opportunities;
- build business activity to increase
 - sales and use taxes, and
 - property taxes and the ad valorem tax base through investment in taxable property;
- promote a mutualistic symbiotic relationship among
 - private sector businesses that bring capital intensive projects to Travis County;
 - the small business community that service both these projects and their employees;
 - the various forms of local government, including special purpose districts; and
- Encourage expansion of projects based on the enlightened self-interest of the participants that benefit the community.
- Memorialize the intent of the Parties to expedite all aspects of the Colorado River Project to meet the objectives described in this Agreement, and
- Harmonize the needs of the adjacent subdivisions for a flood evacuation route and the desires of Company for siting its facilities in an efficient, effective manner.

Company intends to build new facilities in Travis County, Texas to enhance the Company's ability to provide a full range of manufacturing: vehicles, vehicle parts, electric batteries, solar panels, and other products that use or produce sustainable energy. The Company's initial investment in new construction and business personal property is estimated to be approximately \$1,092,609,500 over 5 years and this Agreement may be amended to provide for additional investments in Eligible Property.

The initial new facilities include approximately four million square feet or more of operating space. It will be located on up to 3,500 acres at the intersection of State Highway 130 and Harold Green Road, east of Austin, Texas. It will create 5,001 New Full-time Jobs over the next four years and benefit the workforce of Travis County.

Company has stated that the Colorado River Project, which includes the development, design, and construction of an electric vehicle manufacturing plant, is not financially feasible to complete without County assistance granted in this Agreement.

Commissioners Court finds that the expanded business development of the Colorado River Project will:

- contribute to the general economy of Travis County, Texas,
- result in substantial immediate and long-term benefit to Travis County,
- result in significant financial benefit to both Travis County and other taxing entities by increasing the tax base within Travis County,
- promote state and local economic development, and
- advance a public purpose.

Travis County is authorized to enter into this Agreement under Chapter 381 of the Texas Local Government Code. Subsection 381.004(b) authorizes counties to develop and administer community and economic development program(s) to stimulate business and commercial activity in that county. Subsection 381.004(h) authorizes counties to develop and administer a program under Subsection 381.004(b) for making loans and grants of public money.

Travis County has adopted Chapter 28 of the Travis County Code, "Travis County Economic Development Incentives Policy, Guidelines and Criteria ("County Policy")." This County Policy governs this Agreement to the extent applicable. The Commissioners Court finds that the Company's application for an Economic Development Agreement meets the requirements of the County Policy. The Commissioners Court has approved an exception to the moratorium on accepting new applications for Chapter 28 agreements for Company that it determined was necessary.

AGREEMENT

1.0 DEFINITIONS. In this Agreement,

1.1 "2020 Value" means the taxable value of Company's property on the certified tax rolls of Travis County that was assessed by County for the calendar year 2020 and resulted in Ad Valorem Taxes payable to Travis County on or before January 31, 2021.

1.2 "Ad Valorem Taxes" means the property taxes assessed by County on realty and personalty located within Travis County.

1.3 "Affiliates" means all companies under common control with, controlled by, or controlling Company. For purposes of this definition, "control" means 50% or more of the ownership determined by either value or vote.

1.4 "Agreement Term" means that time period beginning on the Effective Date, and continuing through December 31, 2041.

1.5 "Colorado River Project" means all phases of the project from pre-construction through proposed development, design, construction, and completion of the facilities, including the extension of Harold Green Road referenced in 4.11.8 which is a required phase, and the operations as addressed in this Agreement for various product lines associated with an electric vehicle manufacturing plant at an up to 3,500 acre site located at the intersection of State Highway 130 and Harold Green Road which will convert a sand and gravel mining plant with a fully operational concrete batch plant operated by Martin Marietta into a state of the art, clean manufacturing facility with a sensitivity to environmental impact as demonstrated by using reclaimed water and solar technology for energy needs and related strategies.

1.6 "Commissioners Court" means the Travis County Commissioners Court.

1.7 "Contingent Staff" means an individual who:

1.7.1 Performs responsibilities in furtherance of the Colorado River Project that would otherwise be performed by an Employee of Company or its Affiliates

1.7.2 Is not on the payroll of Company or its Affiliates and does not receive a Form 1099 Internal Revenue Service from Company or any of its Affiliates for working at the Colorado River Project,

1.7.3 Is working for the Company or its Affiliates for at least thirty-two (32) hours per week providing services pursuant to a contract signed by Company or its Affiliates and the individual's direct employer, and

1.7.4 Receives compensation at least equal to the Minimum Hourly Wage of \$15, excluding benefits, bonuses, commissions, and non-guaranteed wages, and is eligible to receive comparable health care coverage and unemployment insurance benefits.

1.8 "County Executive" means the County Executive of Travis County Planning and Budget Office, her successor or designee.

1.9 "Day" means calendar day.

1.10 "Effective Date" of this Agreement is July 14, 2020.

1.11 "Eligible Property" means only New Improvements classified as new construction by TCAD for valuation purposes and New Machinery and Equipment.

1.12 "Employees" means any person who holds a non-seasonal Full-time Job created by Company or its Affiliates performing Existing Full-time Jobs or New Full-time Jobs.

1.13 "Full-time Jobs" means jobs that Company or its Affiliates created that are held by Employees or Contingent Staff at the Colorado River Project inside Travis County providing work for an average of at least thirty two (32) hours per week (including paid time off as time worked by Employees).

1.13.1 "Existing Full-time Jobs" means Full-time Jobs that Company or its Affiliates created in Travis County held by Employees or Contingent Staff at Company facilities located outside of the Colorado River Project.

1.13.2 "New Full-Time Jobs" means Full-time Jobs that have been created or located from outside Travis County to comply with the number of jobs required in section 4.8.2 and are held by Employees or Contingent Staff located at the Colorado River Project after the Effective Date.

1.14 "Grant Funds" means the amount County pays Company pursuant to this Agreement and applicable law as a result of compliance with the performance, reporting and general requirements stated in this Agreement, which is calculated on the basis of the Grant Percentage of specified Ad Valorem Taxes for Maintenance and Operations on Eligible Property that have been paid by Company.

1.15 "Grant Percentage" means the percentage used to calculate the Grant Funds paid to Company as determined by section 7.2.

1.16 "HUB" (the acronym for "Historically Underutilized Business") means a business that:

1.16.1 Has a currently valid certification as a Historically Underutilized Business, a Disadvantaged Business Enterprise, a Minority or Woman Owned Business or similar designation from the State of Texas, City of Austin, Texas Unified Certification Program (TUCP) or South Central Texas Regional Certification Agency (SCTRCA); or

1.16.2 Complies with the following criteria:

1.16.2.1 Has not exceeded the size standards in Texas Administrative Code;

1.16.2.2 Has its principal place of business in Texas; and

1.16.2.3 Is at least 51% owned by an Asian Pacific American, a Black American, an Hispanic American, a Native American, an American woman and/or a Service Disabled Veteran, who

1.16.2.3.1 Resides in Texas and

1.16.2.3.2 Actively participates in the control, operations, and management of the business.

1.17 “Is doing business” and “has done business” mean:

1.17.1 Paying or receiving any money or other valuable thing with a value of more than \$250 in the aggregate in any calendar year in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable; or

1.17.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in any calendar year;

1.17.3 but does not include:

1.17.3.1 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.17.3.2 Any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Company in the ordinary course of its business; and

1.17.3.3 If Company is a national or multinational corporation, any transaction for a financial service or insurance coverage made on behalf of Company by its agent, employee, or other representative who does not know and is not in a position that he or she should have known about the Agreement.

1.18 “Key Contracting Person” means any person or business listed in Attachment B, Exhibit B-1 to the Ethics Sworn Declaration.

1.19 “New Improvements” means Company’s construction development classified as new construction by TCAD for valuation purposes as part of the project to be constructed, expanded, and/or renovated as described in this Agreement and Attachment A and Company began construction after the Effective Date.

1.20 “New Machinery and Equipment” means machinery, equipment, furniture, fixtures, and information technology equipment and other tangible personal property, and purchased after the Effective Date, installed and used at the Colorado River Project to support the operations of Company and classified by TCAD as Business Personal Property for valuation purposes after Company has rendered it to TCAD.

1.21 “Party” means County or Company and “Parties” mean County and Company.

1.22 “Payment Year” means each calendar year during the period beginning on January 1, 2022, and ending on December 31, 2041, unless this Agreement is terminated earlier pursuant to its terms.

1.23 “Performance Year” means each calendar year between the Effective Date and December 31, 2039, unless this Agreement is terminated earlier pursuant to its terms.

1.24 “PBO” means Travis County Planning and Budget Office.

1.25 “Real Property” means

1.25.1 The up to 3,500 acres which is generally located at the intersection of State Highway 130 and Harold Green Road and on which the Colorado River Project will be developed, portions which are currently used as a sand and gravel mining operations with a fully operational concrete plant; and

1.25.2 Any land or interest in land the closest boundary of which is within a three (3) mile radius of Latitude 30.228954 and Longitude -97.620065 that Company or its Affiliates acquires after the Effective Date which is added to this Agreement by written notice to County identifying that the addition of the land or interest in land is made pursuant to this subsection which allows increases in the acreage from 2,500 up to a total of 3,500 acres and providing at least the legal description, parcel number, taxable value at closing, and Full-time Jobs to be created for it, if any.

1.26 “TCAD” means the Travis Central Appraisal District.

1.27 “TCEQ” means the Texas Commission on Environmental Quality.

1.28 “Termination Date” means the earlier to occur of December 31, 2041, or the date on which this Agreement is terminated earlier pursuant to its terms.

1.29 “Working Day” means Monday through Friday except for days that County has designated as holidays, which are listed at <http://www.traviscountytx.gov/human-resources/holiday-schedule>.

2.0 DURATION OF AGREEMENT

2.1. Agreement Term. County and Company acknowledge that this Agreement begins on the Effective Date and continues through December 31, 2041, unless the Parties terminate it earlier pursuant to its terms.

2.2. Payment Term. Beginning in the first Payment Year and ending during the twentieth Payment Year, if Company complies with all terms of this Agreement and County pays Grant Funds each Payment Year, unless this Agreement is terminated earlier pursuant to its terms.

3.0 RELATIONSHIP BETWEEN BUSINESS OPERATIONS, TAX SYSTEM & GRANT FUNDS

3.1 Travis County's primary source of revenue is taxes based on the value of property within the County boundaries. This property may be land, buildings (existing and new construction), and business personal property (machinery and equipment).

3.2 Each year businesses invest in land and other property and each September Travis County looks back to what the business owned on January 1 and bases its taxes on that value. Businesses do not have to pay the taxes set in September until the **next** January.

3.3 Grant Funds are based on both substantial compliance with all essential Agreement requirements including compliance with all legal requirements applicable to the project, health care, investment, job creation **and** the taxes already paid on the property in which Company invested.

3.4 If a company protests the taxable value of its property, including filing a law suit, Travis County does not pay the Grant Funds until the final decision on the taxes owed is made. This means that this payment might be held back for more than a year, depending on whether there are delays or appeals.

4.0 COMPANY PERFORMANCE REQUIREMENTS

4.1 **Compliance with Legal Requirements.** In all aspects of this Agreement, Company and Affiliates shall comply with all federal, state and local laws, rules and regulations, ordinances and orders applicable to construction and portion of the operations of the Colorado River Project described in this Agreement as long as they are effective, including but not limited to laws related to public health, public safety, labor and labor relations, equal employment opportunity, environmental protection, immigration, fair labor standards, wage and hour laws.

4.2 OSHA Voluntary Protection Program. Company shall use its best efforts to submit a successful application to OSHA for the Colorado River Project, including participation in the rigorous onsite evaluation by a team of safety and health professionals. If successful, Company shall participate in the voluntary protection program which OSHA offers to employers who have implemented effective safety and health management systems and maintain injury and illness rates below the national Bureau of Labor Statistics averages for their industry. Company shall work cooperatively and proactively with labor and OSHA to prevent fatalities, injuries, and illnesses through a system focused on: hazard prevention and control; worksite analysis;

training; and management commitment and worker involvement. Company is in the process of obtaining approval for the voluntary protection program at its other sites.

4.3 Company's HUB Program. Using the Travis County Historically Underutilized Business Program, as described in Section 3 of the Purchasing Procedures Guide and the Historically Underutilized Business (HUB) Program Declaration in Attachment F, as a guideline only Company shall develop its own internal HUB Program for acquisition of construction, support and indirect services to obtain greater diversification of contractual providers for appropriate goods and services during the operation of the Colorado River Project.

4.3.1 County and Company acknowledge the nature of Company's business requires direct and raw materials with unique characteristics, parts, and capitalized expenditures for specialized machinery and equipment for which it is unlikely that there would be HUB alternatives from which to purchase the items.

4.3.2 After Company provides the scope of work for the project to provide the information needed to determine project specific goals, County will issue "project-specific" gender- and ethnic-specific participation goals in accordance with County procedures for any design or construction services procured in connection with the Colorado River Project but does not verify its compliance or accuracy.

4.3.3 Company must use a "good faith" effort and take all necessary and reasonable steps to ensure that HUBs have the opportunity to participate in the design and construction of facilities of the Colorado River Project and to be subcontractors. Company will encourage its agents and contractors to use good faith efforts to ensure that HUBs have the opportunity to participate in the design and construction of the Colorado River Project.

4.3.4 The requirements of this section 4.3 shall apply to contractors and subcontractors engaged by the Company and Affiliates solely for the scopes related to the design of facilities and construction of the facilities of the Colorado River Project but shall not extend to purchase of the manufacturing equipment, components, parts or raw materials necessary to manufacture the products.

4.3.5 Company must report semi-annually at the end of March and of October on its implementation of its internal HUB program and statistics on number and dollar value of contracts awarded to HUB vendors as well as category by type of work and by protected class.

4.4 Requirements for Payment of Grant Funds.

4.4.1 Company must comply with the following types of requirements as more fully described in this Section 4 before Grant Funds are payable:

4.4.1.1 Location and Ownership of the Real Property on which the Project will be located,

4.4.1.2 Minimum required Investment in Eligible Property

4.4.1.3 Construction activities at the Colorado River Project in compliance with this Agreement,

4.4.1.4 Creation of 5,001 New Full-time Jobs at the Colorado River Project within the timeframes specified in this Agreement,

4.4.1.5 Operation of the Colorado River Project: Staff, and

4.4.1.6 Operation of the Colorado River Project: Miscellaneous

4.4.2 Representations and Warranties. Company hereby represents and warrants that it shall comply with the requirements in this Section 4.

4.5 Location and Ownership

4.5.1 Location. The Colorado River Project will be located on up to 3,500 acres at the intersection of State Highway 130 and Harold Green Road, east of Austin, Texas, as more fully described in Attachment A.

4.5.2 Ownership and Use. The Real Property on which the Colorado River Project will be located must be owned by Company or its Affiliates no later than December 31, 2020, and used for the Company's and its Affiliates' development of the Colorado River Project, the legal description of which is in Attachment A. Any additional land used to develop the Colorado River Project must be owned by Company or its Affiliate and subject to the requirements of this Section 4.5. If Company complies with section 4.5.3, the ownership requirements in this 4.5.2 are deemed to have been met.

4.5.3 Change in Ownership. Despite Section 4.5.2, Company may enter into future agreement(s) to transfer ownership of all or some of the Real Property and business personal property associated with the Colorado River Project to an unaffiliated legal entity or person if Company gives County written notice of this transfer at least ten (10) days before its effective date. However, this Agreement terminates on the effective date of that transfer unless:

4.5.3.1 Company retains the obligation to pay Ad Valorem Taxes on the Real Property, existing and New Improvements, and business personal property either directly or indirectly;

4.5.3.2 the document transferring ownership includes a condition that Company retains the obligation to pay Ad Valorem Taxes on the Real Property, existing and New Improvements, and New Machinery and Equipment and Company provides County with a copy of that written document within ten (10) Days of documents being filed with the Travis County Clerk; and

4.5.3.3 Company provides County acceptable documentation showing Company’s payment of all Ad Valorem Taxes for each Payment Year in which Grant Funds are requested.

4.5.4 Company represents and warrants that the Real Property on which the Colorado River Project will be located:

4.5.4.1 Is not situated in an improvement project financed by tax increment bonds and

4.5.4.2 Does not include any Real Property that is owned or leased by or from any member of the Commissioners Court.

4.6 Minimum Required Investment in Eligible Property.

4.6.1 Construction. Company or its Affiliates shall begin construction of the Colorado River Project, as described in Attachment A as soon as reasonably feasible. If construction is not for the business purposes of Company as described in Attachment A, Company must amend this Agreement before New Improvements not described in Attachment A will be included as Eligible Property. Company shall invest a minimum of \$1,092,609,500 in Eligible Property over the course of the first five years of the agreement as shown in 4.6.2. This investment will include:

New Improvements	\$ 410,316,000
New Machinery and Equipment	\$ 682,293,500
TOTAL:	\$1,092,609,500

4.6.2 This investment is estimated to be completed as shown on the following schedule:

Performance Year	Real Property Investment (new construction)	Business Personal Property Investment	Total Required Investment for Compliance
2020	\$67,117,000	\$33,747,000	\$100,864,000
2021	\$343,199,000	\$113,184,500	456,383,500
2022		\$177,983,000	177,983,000

Performance Year	Real Property Investment (new construction)	Business Personal Property Investment	Total Required Investment for Compliance
2023		\$201,730,000	201,730,000
2024		\$155,649,000	155,649,000
Subtotal	\$410,316,000	\$682,293,500	
CUMULATIVE TOTAL INVESTMENT FIRST FIVE YEARS		\$1,092,609,500	\$1,092,609,500

4.6.3 Limited Flexibility for Timing of Investments. The amount invested in any Performance Year may vary from the amount in the schedule. However, if it is less than stated in the schedule, there may be a reduction in the Grant Funds earned in that year. If the amount is less than 75% of the total of the amount in the schedule for that Performance Year then no Grant Funds are payable. If 75% or more but less than 100%, there is a reduction as described in section 7.6.2.

4.6.4 Rendition. Company shall document investments in New Machinery and Equipment in its rendition to TCAD each Performance Year.

4.6.5 Supplementing Required Property Investment. Company has expressed an interest in potential expansion of the Real Property and increases in the investment to be included in the Colorado River Project. County is amenable to increases in the property included in the Project and amount of investment that is eligible for Grant Funds on the following conditions:

4.6.5.1 Company advises County within thirty (30) Days after closing of the amount and purpose of the additional investment that Company or its Affiliates is making in New Improvements,

4.6.5.2 The New Improvements are to be used as an expansion, augmentation or other evolution and will become an integral part of the Colorado River Project, not an unrelated business activity,

4.6.5.3 Company and County amend this Agreement before the New Improvements are included as Eligible Property for the purposes of this Agreement,

4.6.5.4 The Investment will result in additional New Full-time Jobs at the Colorado River Project, and

4.6.4.5 The additional Investment does not require and is not accompanied by an extension of the Payment Term.

4.7 **Construction of Colorado River Project.** Company must implement the Colorado River Project and meet the following requirements during the construction of the Colorado River Project:

4.7.1 **Application for Permits.** Company shall obtain and maintain all required permits and other authorizations necessary to construct the Colorado River Project from the appropriate governmental entity in compliance with all applicable laws, rules and regulations and Company shall comply with the terms of the permits issued subject to notice of any non-compliance with a reasonable opportunity to cure the non-compliance.

4.7.2 **Green Building Program.** Company and its Affiliates shall construct the Colorado River Project in an environmentally conscientious manner and strive to achieve zero emission energy ratings and will work with the Austin Energy Green Building Program or a similar entity to qualify this progress.

4.7.3 **Construction Site Safety and OCIP.** Company and its Affiliates shall implement an Owner Controlled Insurance Plan (“OCIP”), including workers compensation as applicable, for the construction of the Colorado River Project to cover liability and loss arising from the construction of the project. Company shall ensure that the OCIP includes an assertive accident and injury prevention program that includes provisions for rest breaks to enhance the safety record for the project, an OCIP 3rd party administrator to monitor all relevant aspects of the construction project and compliance, and the following OSHA training:

4.7.3.1. From the date on which construction begins until the date on which all construction workers have left the site, Company shall require its contractors to maintain, and require its contractors to require their subcontractors to maintain, all relevant level 10 and level 30 OSHA-approved construction safety training and certification for all of the relevant jobs created and maintained for construction work related to this Colorado River Project.

Company shall provide a report to the County on an annual basis by March 31 specifying the number of injuries and deaths, if any, that may have occurred in the performance of the construction of the Colorado River Project.

4.7.4 **Minimum Hourly Wage.** Company shall ensure that all contractors and subcontractors engaged directly by the Company or its Affiliates in the construction activities needed to implement the Colorado River Project provide minimum hourly

wages to all their workers at the rate of at least \$15.00 per hour, excluding benefits, bonuses, commissions and other non-guaranteed wages.

4.7.5 Workforce Training Programs. Company shall work with and encourage its contractors to work with non-profit and governmental organizations, such as, Skillpoint Alliance, American YouthWorks, Workforce Solutions Capital Area, Austin Community College, the U. S. Department of Labor’s registered apprenticeship programs and the U.S. Department of Labor’s certified bilingual training programs to expand the pool of diverse candidates for jobs by recruiting graduates and current students in these programs or other similar organizations during construction of the facilities at the Colorado River Project. Company shall require its prime contractors to make good faith efforts to hire students and graduates from these programs.

4.8 **Creation of Full-time Jobs for Project Operations.**

4.8.1 **Current Existing Full-time Jobs.** Company represents that Company and its Affiliates have a combined total of 95 Existing Full-time Jobs in locations inside of Travis County, Texas as of the Effective Date.

4.8.2 **Job Creation.** After the Effective Date, Company or its Affiliates shall locate at least 5,001 New Full-time Jobs at the Colorado River Project by December 31, 2023. Contingent Staff, as defined in section 1.7, must not comprise more than 30% of the Total New Full-time Jobs in first ten (10) years and 15% of Total New Full-time Jobs in second ten (10) years. Company or its Affiliates shall create enough New Full-time Jobs each year so that in each year the cumulative total of jobs equals the cumulative total shown on the row for that year, in accordance with the following schedule:

Employment Schedule

New Full-time Jobs by December 31 of each year

Performance Year	Existing Jobs for Compliance	Number of New Jobs for Unskilled Labor	Number of New Jobs for Skilled Labor	Number of New Jobs for Management	Total New Jobs (cumulative)
1 (2020)	95	0	0	0	0
2 (2021)	2,094	1,367	582	50	1,999
3 (2022)	3,595	2,267	1,019	214	3,500
4 (2023)	5,096	3,239	1,456	306	5,001
5 (2024)	5,096	3,239	1,456	306	5,001
6 (2025)	5,096	3,239	1,456	306	5,001
7 (2026)	5,096	3,239	1,456	306	5,001
8 (2027)	5,096	3,239	1,456	306	5,001
9 (2028)	5,096	3,239	1,456	306	5,001

Performance Year	Existing Jobs for Compliance	Number of New Jobs for Unskilled Labor	Number of New Jobs for Skilled Labor	Number of New Jobs for Management	Total New Jobs (cumulative)
10 (2029)	5,096	3,239	1,456	306	5,001
11 (2030)	5,096	3,239	1,456	306	5,001
12 (2031)	5,096	3,239	1,456	306	5,001
13 (2032)	5,096	3,239	1,456	306	5,001
14 (2033)	5,096	3,239	1,456	306	5,001
15 (2034)	5,096	3,239	1,456	306	5,001
16 (2035)	5,096	3,239	1,456	306	5,001
17 (2036)	5,096	3,239	1,456	306	5,001
18 (2037)	5,096	3,239	1,456	306	5,001
19 (2038)	5,096	3,239	1,456	306	5,001
20 (2039)	5,096	3,239	1,456	306	5,001

4.9. **Operation of Colorado River Project: Staffing.** Company must implement the Colorado River Project and meet the following requirements regarding the operation of the Colorado River Project:

4.9.1 **Ongoing Employment Requirements.** During each Performance Year Company shall continue to retain at least the number of Employees in the Full-time Jobs for that Performance Year shown in section 4.8.2, Employment Schedule in the column titled Existing Jobs at the Colorado River Project. The number of New Full-time Jobs created or maintained in any Performance Year may vary from the amount in the schedule. However, if it is less than stated in the schedule, there may be a reduction in the Grant Funds earned in that year. If the amount is less than 75% of the total number in the schedule for that Performance Year then no Grant Funds are payable. If 75% or more but less than 100%, there is a reduction as described in section 7.6.2.

4.9.2 To be counted by County toward Company's compliance under this Agreement, on December 31 the Employees and Contingent Staff holding the New Full-time Job must receive at least the Minimum Hourly Wage and all of the benefits provided to Employees or Contingent Staff as defined in 1.7 who have been hired for Full time Jobs by Company or its Affiliates.

4.9.3 **Compensation.** Company shall provide compensation that meets at least the following criteria:

4.9.3.1 **Minimum Hourly Wage.** The Minimum Hourly Wage, excluding benefits, bonuses, commissions and other non-guaranteed wages, for all Employees and

Contingent Staff holding New Full-time Jobs at all times during each Performance Year and each Payment Year must be at the rate of at least the Minimum Hourly Wage of \$15.00 per hour. Company and its Affiliates commit to a Minimum Hourly Wage for its direct Employees and Contingent Staff that will escalate annually starting on January 1st of 2022, using the CPI-U index (U.S. city average, all items). The escalation rate for the duration of the contract will be set using the trailing 10-year compound annual growth rate of the CPI-U index, reset annually. In calculating the average Hourly Wage for purposes of establishing compliance with this Agreement, Company or its Affiliates may only include the base rate of compensation for the hours worked. Company or its Affiliates may not report as wages, for purposes of compliance with the Minimum Hourly Rate, bonuses, stock options, severance pay, the cash value of meals and lodging, tips and other gratuities, and employer contributions to deferred compensation plans, employer contributions to cafeteria plans, transportation benefits, and other employee benefits paid by employer, employer contributions to old-age, survivors, and disability insurance; health insurance; unemployment insurance; workers' compensation; and private pension and welfare funds. Employee contributions for these purposes, however, as well as money withheld for income taxes, and so forth, may be reported, even though they are deducted from the Employees' and Contingent Staff's gross pay.

4.9.3.2 Average Annual Compensation. The average annual compensation across all jobs to be located at the Colorado River Project excluding the cost of healthcare coverage and retirement benefits, of all Employees holding New Full-time Jobs must be at least \$47,147 at the end of each Performance Year and each Payment Year.

4.9.3.3 Contractors for Janitorial and Food Services. Company contracts for food services and janitorial services must require each contractor to pay each employee working at the Colorado River Project a minimum hourly wage of \$15.00/hour, excluding benefits, bonuses, commissions and other non-guaranteed wages.

4.9.4 Recruitment. Company shall comply with the following conditions and requirements when recruiting Employees for New Full-time Jobs:

4.9.4.1 Engage its recruiting efforts with organizations such as Workforce Solutions Capital Area, Skillpoint Alliance, American YouthWorks, Goodwill Industries, Austin Community College, Capital IDEA, U.S. Department of Labor registered apprenticeship programs, and U.S. Department of Labor certified bilingual training programs, to support entry into the worker pipeline to expand the pool of diverse candidates for Company jobs and focus on providing training and support services to Travis County residents throughout the term of the Agreement.

4.9.4.2 Work with higher education, non-profit and governmental organizations, chosen by Company, such as HBCUs (e.g., Huston Tillotson University), University of Texas, and Austin Community College to create training programs, expand the pool of diverse candidates for jobs at Company and recruit clients of these organizations throughout the term of the Agreement.

4.9.4.3 Work directly with the Travis County Justice Planning Workforce Development Program to recruit program clients.

4.9.4.4 Make good faith efforts in its recruitment and hiring evidenced by documented practices, plans and procedures with a goal to achieve a hire rate of 50% for Travis County residents based on the number of Total New Jobs (cumulative) for the Performance Year in the chart in section 4.8.2. It is the intent of the Parties that this goal be applied to the Jobs shown in the chart on the Effective Date unless Company and County mutually agree at the time of an amendment to extend the goal to the enhanced performance described in the amendment. If the actual hire rate is less than 50%, the Grant Funds for that Performance Year will be reduced as described in 7.6; however not reaching this goal shall not be considered a breach of any of the Company obligations under this Agreement and does not subject the Company to recapture or termination as long as the Company provides evidence of what good faith efforts were made toward achieving this goal. Travis County residence may be determined by the zip code for the home address of an Employee or a Contingent Staff.

4.9.4.5 Adhere to Company's equal employment/affirmative action policies and practices in Attachment D.

4.9.5 Workers Compensation. Company and its Affiliates shall comply with the federal and state law requiring workers compensation insurance. Company and its Affiliates shall provide workers compensation coverage or its equivalent for all of Company's and Affiliates' Employees and ensure that their respective Contingent Staff in Full time Jobs at the Colorado River Project are provided workers compensation coverage or its equivalent by their employer in compliance with the applicable laws, rules and regulations. Company shall require all on-site contractors working at the Colorado River Project to provide workers compensation coverage or its equivalent for their Employees and Contingent Staff in compliance with the applicable laws, rules and regulations or enroll in the Company's OCIP program as may be applicable.

4.9.6 Company Health Benefits. Company confirms that it shall provide health benefits to its Employees that are at least as inclusive as the requirements of the Patient Protection and Affordable Care Act in its form as of the Effective Date even if it is subsequently repealed.

4.9.7. Additional Employee Benefits. In addition to the health benefits provided by Company, Company will offer all of its Employees paid time off benefits upon hire and maternal or paternal paid time off for all of its Employees no later than one (1) year after beginning work at the Company. Company will continue to offer competitive benefits packages to recruit and retain the best talent at all levels of its workforce.

4.9.8 County acknowledges that this Agreement does not prevent Company from amending its employee benefit plans.

4.9.9 Opportunity To Correct Deficiency. If Company has not satisfied the requirements and conditions described in 4.9.1 through 4.9.8 at the end of any Performance Year, Company has ninety (90) days after the end of that Performance Year to correct the deficiency, and County has no obligation to give Company notice about this deficiency because Company should become aware of any deficiencies when completing its Annual Compliance Report; however, County will work with Company upon receipt of any Annual Compliance Report showing any deficiencies to note the deficiencies and develop a plan for resolution within the 90 day cure period.

4.10. **Operation of Colorado River Project: Miscellaneous.** Company must implement the Colorado River Project and meet the following requirements regarding the operation of the Colorado River Project:

4.10.1 Use of Reclaimed Water. To the extent practicable, Company shall use reclaimed water for its manufacturing process, cooling system, irrigation or other significant non-potable water uses at the Colorado River Project. Company shall install backflow prevention assemblies as needed for the safe use of the reclaimed water. Company shall comply with all safety recommendations associated with the use of reclaimed water such as posting warning signs at faucets and storage tanks.

4.10.2 Community Involvement Company shall invest an amount equal to or assets valued as equivalent to at least 10% of the Operations and Maintenance Ad Valorem Property Tax owed by Company over the term of the Agreement in one or more programs identified by Company and agreed to by County, such as:

4.10.2.1 Supporting affordable housing through the Travis County corporations,

4.10.2.2 Assisting Capital Metropolitan Transit Authority with extension of public transit to the Colorado River Project site,

4.10.2.3 Giving cash donations to Community Benefit Fund in Capital Economic Progress Corporation, a 501(c)(3) entity within the Travis County Corporations portfolio, and

4.10.2.4 Investing in other projects and programs that are approved in advance by Commissioners Court and that improve economic development in Travis County through improved workforce training, public transportation systems, affordable housing, public recreation resources and environmental protection or stewardship programs.

4.10.3 Training Programs. Company shall participate in STEM Education programs, Environmental Justice Programs, Renewable Energy Programs.

4.10.4 Community Participation. Company will be an active community member by continuing programs offered to Employees throughout the United States such as: volunteer week; charitable support; access to volunteer activities to employees; and other activities as determined by Company.

4.11. **Development Agreement Provisions**

4.11.1 The Parties acknowledge that, to accommodate Company's schedule for construction of the Project, Company is requesting issuance of regulatory approvals on an accelerated schedule for which there is no precedent in Travis County, and that meeting Company's schedule depends as much on Company as on County.

4.11.2 Accordingly, the Parties acknowledge that both

4.11.2.1 Timely submission by Company of administratively-complete development applications and related materials for County regulatory approvals of incremental phases of the Project, and

4.11.2.2 Timely review of those applications and materials and action on those approvals by County are required to achieve the schedule for construction of the Project.

4.11.3 The Parties acknowledge that development applications for the Project will be submitted and approvals will be acted on for incremental phases of development of the Project with the objectives of starting construction as soon as reasonably practicable and completing the construction of the Project on Company's schedule.

4.11.4 By August 1, 2020, County and Company will each designate in writing a dedicated review team to promote expeditious review of applications and related materials and action by the County and City of Austin on regulatory approvals. Each Party's review team will meet with each other and city review staff at scheduled intervals to facilitate timely review of applications and materials and action on regulatory approvals.

4.11.5 County shall provide Company written comments on Company's applications and later formal updates within ten Working Days after Company's submission of those applications and updates. In return, Company shall provide County a written response to County's comments within ten Working Days of receipt.

4.11.6 Company acknowledges that County does not have the capacity at its current staffing level to handle both

4.11.6.1 The normal volume of development applications that area developers will be submitting to County in the near future, and

4.11.6.2 Development applications for a development of the size and complexity, and with the accelerated schedule of, the Project.

To accommodate Company's request for expeditious review and action on development applications and regulatory approvals for the Project, County will contract with third parties to assist County with those reviews and Company will reimburse County for its actual costs on a quarterly basis.

4.11.7 County acknowledges that County permits previously issued for the Property remain in effect and allow the activities described therein that are part of the first phase of the project. The Commissioners Court has authorized the transfer of those permits from the current owner of the Property to Company. County acknowledges that upon transfer of the permits Company may undertake the activities authorized therein without requirements being imposed by the County in addition to those already in the permits.

4.11.8 Company acknowledges that County has spent \$1.1 million in general obligation bond funds to design a segment of Harold Green Road to provide an emergency evacuation route for families living in Austin's Colony and other neighborhoods east of the Property that are at high risk of flooding. Company desires to construct buildings that will prevent construction of the planned segment. Company shall (1) design and donate to County right-of-way for an alternative to the planned Harold Green Road segment intersecting a state highway other than FM 969 as a four-lane major divided arterial with sidewalks, hike and bike lanes, and other elements according to standards in Title 30, Austin/Travis County Subdivision Regulations, and the City of Austin Transportation Criteria Manual, and (2) construct the first two lanes per the approved bond project (undivided rural collector, open drainage, no curb and gutter, five foot bike lanes, six foot shoulders) by the end of 2022, subject to timely receipt of all necessary approvals. County shall pay Company \$9,600,000 for design and construction of the alternative Harold Green Road segment, with all other costs being at

the Company's expense. Company and County shall formalize details concerning the foregoing by entering into a contract by January 31, 2021, for Company's design and construction of the alternative Harold Green Road segment on terms, other than cost sharing, similar to those contained in County's public/private participation agreements for road projects. County shall not require Company to plat or subdivide its land in connection with this phase of the Colorado River Project.

5.0 REPORTING

5.1 Initial Post-Execution Reports

5.1.1 Competitive Siting. Within one month after the Effective Date, Company shall provide PBO Economic Development Strategic Investments an affidavit in the form in Attachment C to document that the Colorado River Project is a project for which Company completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation or new operations of the Colorado River Project were actively being considered by Company before signing this Agreement to which Company has attached as exhibits evidence like correspondence or financial information) that the other taxing jurisdictions presented to Company; and a copy of the results of a competitive site survey conducted either by Company or a consultant for Company related to that taxing entity and Travis County.

5.1.2 W-9 Taxpayer Identification Form. Company shall provide County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations before County pays any Grant Funds to Company.

5.2 Annual Compliance Reporting. Company shall prepare three reports related to each Performance Year:

5.2.1 Annual Compliance Report, due by March 31 after the end of the Performance Year to which it applies;

5.2.2 Report to TCAD, for inclusion of New Eligible Property on Tax Rolls, and

5.2.3 Statement of Ad Valorem Taxes Paid re: Performance Year, due by March 31 of the Payment Year which is the year after the Annual Compliance Report is due.

5.3 Form and Contents of Annual Compliance Report

5.3.1 Company shall use the Annual Compliance Report form that is provided by County within thirty (30) Days after hiring a Grant Compliance Consultant to prepare the

executive summary for its report on its performance during the preceding calendar year. County may change the format and design of this report in consultation with Company.

5.3.2 Company shall provide timely complete, accurate responsive information in writing in the form.

5.3.2.1 Name of Project,

During Initial Construction

5.3.2.2 Date Construction Began,

5.3.2.3 Date Construction is Complete,

5.3.2.4 If Agreement is amended to provide for additional funding and additional construction, for each amendment:

5.3.2.4.1 Date of Amendment,

5.3.2.4.2 Date Construction Began,

5.3.2.4.3 Date Construction is Complete,

5.3.2.5 Total Verified Investment in Eligible Property at December 31 of prior Performance Year,

5.3.2.6 Total Investment in Eligible Property in Performance Year to which report applies,

5.3.2.7 Total Investment in Eligible Property at December 31 of Performance Year (5.3.2.5 + 5.3.2.6),

5.3.2.8 Number of new HUB construction contracts awarded contracts during Performance Year,

5.3.2.9 Number of HUB construction contracts by Category of contractors (minority),

5.3.2.10 Total Spend from all HUB construction contracts,

5.3.2.11 Spend by Category of construction contractor,

5.3.2.12 Spend by Category of construction goods or services,

5.3.2.13 Number of Construction Workers hired through work force training programs by programs,

During Operations

5.3.2.14 Number of Existing Jobs at the Colorado River Project at December 31 of Performance Year,

5.3.2.15 Number of New Full-time Jobs Created at the Colorado River Project in Performance Year, date of hire for each,

5.3.2.16 Total of Existing Jobs at the Colorado River Project at December 31 of Performance Year (5.3.2.14+ 5.3.2.15),

5.3.2.17 Number of New Full-time Jobs filled by persons who reside in Travis County,

5.3.2.18 Percentage of New Full-time Jobs filled by persons who reside in Travis County,

- 5.3.2.19 Average Annual Income in Performance Year of Employees holding New Full-time Jobs all years,
- 5.3.2.20 Number of New Full-time Jobs in Performance Year hired through work force training programs by program,
- 5.3.2.21 Number of New Full-time Jobs in Performance Year hired Travis County residents at time of hire,
- 5.3.2.22 Number of new HUB contracts awarded contracts during Performance Year,
- 5.3.2.23 Number by of HUB contracts by Category of contractors (minority),
- 5.3.2.24 Total Spend from all HUB contracts,
- 5.3.2.25 Spend by Category of contractor,
- 5.3.2.26 Spend by Category of goods or services,
- 5.3.2.27 Any other relevant information that applies to compliance

5.3.3 Certification of Compliance. Company shall expressly indicate affirmation of each certification in Part II of the Annual Compliance Report for at least the following requirements of this Agreement:

5.3.3.1 Certify that Colorado River Project LLC or its Affiliates are owners of the Real Property and business personal property to which the Grant Funds apply, OR
Warrant that Colorado River Project LLC has expressly retained the obligation to pay the Ad Valorem Taxes on the Real Property and Business Personal Property in the document transferring ownership,

5.3.3.2 Certify the amount of investment stated in Part I is accurate and that preparer is an authorized representative of Colorado River Project LLC or its Affiliate.

During Construction

5.3.3.3 Certify that Company has complied with all applicable legal requirements

During Operations

5.3.3.4 Certify that the Number of New Full-Time Jobs stated in Part I is accurate and that preparer is an authorized representative of Colorado River Project LLC and its Affiliate,

5.3.3.5 Certify that the Average Salary of New Full-Time Jobs stated in Part I is accurate and that preparer is an authorized representative of Colorado River Project LLC and its Affiliate,

5.3.3.6 Certify that Company's Health Benefits and Additional Benefits are as stated in this Agreement or replaced by comparable substitutes

5.3.3.7 Certify that Company has complied with all applicable legal requirements

5.3.3.8 Certify that workers in Full time Jobs have been paid the Minimum Wage, and

5.3.3.9 Certify that the information provided in the Annual Compliance Report is accurate and Company has complied with the terms of the Agreement.

5.3.4 Supplementary Documentation. Company shall attach the following documents to the Annual Compliance Report or shall make them available to County and its representatives electronically:

5.3.4.1 If applicable, copy of document transferring ownership of property associated with Colorado River Project that states that Colorado River Project LLC has expressly retained its obligation to pay the Ad Valorem Taxes on the Real Property and Business Personal Property and copies of the property tax bills and evidence that Company paid the bill, such as a cancelled check;

5.3.4.2 Supplementary written documentation that supports the amount of investment stated in Part I with the price and descriptions of the Eligible Property acquired during the Performance Year, the date acquired and the entity from which it was acquired;

5.3.4.3 Employee counts reported in the Company's Quarterly Report to Texas Workforce Commission for the quarter most recently ended at calendar year-end;

5.3.4.4 Documentary evidence of compliance with Workforce Training Programs in section 4.7.5. Such documentation may be provided in writing or by the County's inspection of Company records. Meeting these requirements and providing documentation meets the definition of "good faith" as required under this Agreement; and

5.3.4.5 Any other appropriate documentation that evidences compliance with the requirements of this Agreement.

5.3.5 Warranty of Full Compliance Company must warrant to County that it is in full compliance with each of its obligations under this Agreement, including the amount of investment and the number of Existing and New Full-time Jobs maintained by Company for the preceding year.

5.3.6 Company shall sign, electronically or in original format the Annual Compliance Report and certifications.

5.3.7 Inability to Certify Compliance. If Company cannot certify complete compliance with the terms of this Agreement, Company shall attach the following to the Annual Compliance Report:

- 5.3.7.1 A full and complete explanation of the reasons for the failure to comply, and
- 5.3.7.2 Company's plans to achieve compliance or reasons that compliance cannot be achieved.

5.4 Delivery of Annual Compliance Report

5.4.1 On or before March 31 after each Performance Year, Company shall deliver the Annual Compliance Report and all supplementary information reflecting the fulfillment of all requirements of this Agreement and any additional information reasonably requested by County.

5.4.2 Company acknowledges and agrees that the Annual Compliance Report is a document that will be available to the public. Company considers any other information provided to County and the other governmental entities referenced above to be proprietary and confidential information which contains trade secret or confidential business information the disclosure of which would cause the Company and its Affiliates irreparable harm and competitive disadvantage, and these documents and information will not be disclosed by County except to the extent required under the Texas Public Information Act.

5.5 Procedure for Responding to Requests for Proprietary Business Information.

5.5.1 If, under the provisions of the Public Information Act ("PIA"), County is requested to disclose any item or data furnished to County by Company, County must notify Company in writing of that request with a copy of the request attached within three (3) business days of receipt of that request by the Travis County Attorney unless the information requested is clearly public under the PIA. **If the County is asserting exceptions on its own behalf**, County sends Company a copy of the brief with County arguments and, if necessary, includes a textual description of the information or portion of the information requested and covered by section 552.104.

5.5.2 Company expressly agrees that County's officers and employees may request a decision from the Attorney General about the applicability of the PIA to any item or data furnished to County and about whether that item is subject to disclosure as a public record of public information under the PIA.

5.5.3 Company has ten (10) business days from the date Company receives notification that the Travis County Attorney's office has requested a ruling from the Attorney General's office to provide any additional information to the Attorney General that it wants considered by the Attorney General when making a decision under the PIA.

5.5.4 If the Attorney General provides a decision that the item or data must be disclosed, County notifies Company of the decision within five (5) business days of notification of County's receipt of the Attorney General's decision.

5.5.5 Company must decide whether to seek relief from compliance with the Attorney General's opinion and advise County of that decision within one (1) business day of notification of County's receipt of the Attorney General's decision. To seek relief from compliance with the Attorney General's decision, Company must appeal the decision in the appropriate court.

5.5.6 Company further acknowledges that County's officers, employees, subcontractors, and authorized agents have the right to rely on the Attorney General's decision and that County's officers, employees, subcontractors, and authorized agents have no liability or obligation to Company for disclosure of any item or data furnished to County or any of its person in reliance on the Attorney General's decision.

5.6 Report to TCAD of New Improvements and New Machinery and Equipment. Each Performance Year, TCAD determines the taxable value of the property subject to this Agreement and records the taxable value of that property in the certified tax rolls of Travis County for that tax year. Company is entitled to appeal any determination of the value of this property by the Appraiser in accordance with the provisions of the Texas Tax Code. The final value after all appeals are exhausted is the taxable value on which the Grant Funds will be based. Each Performance Year Company must submit its report to TCAD in compliance with the date required by TCAD and the regulations under the Texas Tax Code. Each Performance Year Company may request an extension of that date in compliance with the regulations under the Texas Tax Code. Company shall furnish TCAD with the information outlined in the Texas Tax Code, Chapter 22 that may be necessary for the calculation and administration of the Grant Funds resulting from this Agreement.

5.7 Form and Contents of Statement of Ad Valorem Taxes Paid re: Performance Year

5.7.1 Company shall use the Statement of Ad Valorem Taxes Paid re: Performance Year form that is provided by County within thirty (30) Days after hiring a Grant Compliance Consultant to request payment of the Grant Funds during the second calendar year after the Performance Year. The Invoice form includes the information necessary to meet applicable requirements under the Texas Tax Code.

5.7.2 Company shall provide timely, complete, accurate responsive information in writing in the spaces located in the form. This information includes at least the following:

5.7.2.1 Name of Project,

5.7.2.2 Numbers of all Parcels included in Project,

5.7.2.3 Total value of completed Colorado River Project (as certified by TCAD for Travis County Ad Valorem taxation),

5.7.2.4 Amount of County Ad Valorem Taxes on Eligible Property re the Performance Year that Company has paid and that are attributable to the 2020 Value,

5.7.2.5 Amount of County Ad Valorem Taxes on Eligible Property re the Performance Year that are attributable to New Improvements and New Machinery and Equipment as determined by TCAD and stated in the certified tax rolls of Travis County that Company has paid,

5.7.2.6 Amount of Grant Funds reimbursed by County to date; and

5.7.2.7 Certification as to accuracy of Invoice and compliance with the terms of the Agreement.

5.7.3 Company shall attach the following documents to the Statement of Ad Valorem Tax re Performance Year:

5.7.3.1 A copy of the tax bill for the Performance Year for which Grant Funds are claimed, and

5.7.3.2 Proof of payment by Company.

5.7.4 Company must warranty to County that it is in full compliance with each of its obligations under this Agreement, including the amount of investment and the number of Existing and New Full-time Jobs maintained by Company for the preceding year.

5.7.5 Company shall sign the Ad Valorem Tax Paid re Performance Year form and certifications.

5.7.5 Inability to Certify Compliance. If Company cannot certify complete compliance with the terms of this Agreement, Company shall attach the following to the Statement of Ad Valorem Tax Paid re Performance Year:

5.7.5.1 A full and complete explanation of the reasons for the failure to comply, and

5.7.5.2 Company's plans to achieve compliance or reasons that compliance cannot be achieved.

5.8 Delivery of Statement of Ad Valorem Taxes Paid re: Performance Year

5.8.1 Each Performance Year on or before the March 31 after the Annual Compliance Report was filed, Company shall deliver the Statement of Ad Valorem Taxes Paid re: Performance Year and all supplementary information reflecting the fulfillment of all requirements of this Agreement or reasonably requested by County.

5.8.2 Company shall provide a copy of the Statement of Ad Valorem Taxes Paid re: Performance Year to PBO.

5.8.3 Company acknowledges and agrees that the Statement of Ad Valorem Taxes Paid re: Performance Year is a document that will be available to the public. Company considers any other information provided to County and the other governmental entities referenced above to be proprietary and confidential, and such documents and information will not be disclosed by County except as required under the Texas Public Information Act but subject to the PIA procedures in Section 5.5.

5.9 Accuracy of Information. Company will use commercially reasonable efforts to ensure that all reports, data and information submitted to County is accurate, reliable and verifiable according to the terms of this Agreement. Approval by County of this information shall not constitute a release of the responsibility and liability of Company, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, and County's approval shall not be deemed to be County's assumption of responsibility for any defect, error, omission, act or negligence or bad faith by Company, its employees, agents, or associates.

5.10 Records Retention. Company shall create and maintain all records necessary for County to audit specific performance under this requirement, including documentation which supports that information shown in the Annual Compliance Report or Statement of Ad Valorem Taxes Paid re: Performance Year and any other information reasonably necessary to verify compliance under this Agreement. Company shall maintain all records and reports required under this Agreement for seven (7) years after the termination date, or until all evaluations, audits and other reviews have been completed and all questions or issues, including litigation, are resolved satisfactorily, whichever occurs later. County agrees to advise Company of any need to maintain records beyond the seven years before the end of that period.

5.11 Company Payment of Independent Grant Compliance Consultant.

County anticipates the engagement of one independent Grant Compliance Consultant to assist County with annual compliance verification for investment, job creation, hiring of Travis County residents, and other requirements. Company shall pay County the actual documented costs incurred by County for the Grant Compliance Consultant up to an annual amount not to exceed \$100,000 for Performance Year 2020 and for each subsequent Performance Year the annual costs shall not exceed 102% of the limit on the costs for the preceding Performance Year unless this section is amended to adjust the cap downward based on experience. County will invoice Company at the end of quarters ending on March 31, June 30, September 30 and December 31 and Company shall pay invoices within 60 days after receipt of invoice.

6.0 INSPECTION, MONITORING, AUDITING

6.1 Administration of Agreement. PBO administers this Agreement for County. PBO monitors Company's compliance with the terms of this Agreement. Company must provide County with all information reasonably required by County timely to determine compliance with the specific terms of this Agreement before County pays any Grant Funds.

6.2 Monitoring and Inspection. County has the right to reasonable inspection of pertinent Company records at the Colorado River Project throughout the Agreement Term to ensure ongoing compliance. Company shall allow County access when reasonably necessary to verify compliance with this Agreement. The following conditions apply to inspections and monitoring visits:

6.2.1 County shall provide notice at least seventy-two (72) hours before the inspection by telephone or email to the person designated by Company.

6.2.2 Company representatives may attend the inspection.

6.2.3 County shall conduct inspections so that they do not to interfere with Company's business operations.

6.2.4 County shall comply with the Company's security and safety standards.

6.2.5 County shall not make any type of recording or photographic record of the interior of the facilities except as specifically required to document compliance with the approval of Company, whose approval shall not be unreasonably withheld. County acknowledges that the work of constructing, installing, and operating the Colorado River Project may be of a highly sensitive nature.

6.2.6 County representatives shall keep all information relating to the contents and operations of the facilities confidential to the maximum extent allowed by law.

6.3 Verification of Compliance with Employment Requirements. To verify compliance with employment requirements, Company shall provide County access to all data necessary to verify the following:

6.3.1 Certification of the number of Existing Full-Time Jobs and New Full-time Jobs,

6.3.2 The average salary for New Full-time Jobs,

6.3.3 The investment made pursuant to the requirements of the Agreement, and

6.3.4 Documentation of compliance with any other requirements of the Agreement.

6.4 Supporting Documentation. Company shall make supporting documentation available to County at Company's Austin location or through electronic file sharing systems provided or approved by Company in a format which allows County easy review (magnetic tapes will not be considered acceptable format).

6.5 Limited Number. County will attempt to verify all necessary compliance with as few inspection trips as are reasonable based on the nature of the information being verified; however, County may schedule additional inspections when County determines they are necessary if County provides Company a written explanation about the need for the additional inspection(s) or monitoring visits. County shall strictly limit any additional review to that information necessary to confirm Agreement compliance.

6.6 Additional Information. County may require additional information as reasonably necessary to complete the final review and approval of the information submitted if County determines that the documentation Company submitted is insufficient to verify the accuracy of the information or disputes the accuracy of it. County may withhold approval of the Annual Compliance Report or Statement of Ad Valorem Taxes Paid Re Performance Period until Company makes sufficient additional information available.

6.7 Authorized Representative. Only County Executive of PBO (or her designee, with the Company's approval), staff may make inspections to determine compliance associated with the Annual Compliance Report and Statement of Ad Valorem Taxes Paid re Performance Year. For these requirements, County inspection is limited to review of those reports and information reasonably necessary to the Company's compliance with the requirements of this Agreement.

6.8 Auditing of Reports. County may audit the findings in all reports provided or made available to County under this Agreement as necessary to confirm compliance with the terms of this Agreement. Company may retain any reports made by entities other than the Parties that reflect compliance with requirements under this Agreement. Company shall allow County reasonable access to inspect these reports if requested. County will not request review these reports unless County has reasonable cause to question the accuracy of the Annual Compliance Report or Statement of Ad Valorem Taxes Paid re Performance Year that Company submitted to County.

6.9 Material Issues in Any Report. If County identifies any material issues in the Annual Compliance Report or Statement of Ad Valorem Taxes Paid re: Payment Year, County will advise Company of these material issues that were identified during any inspection, or audit in the verification process within 30 days of identification of them to allow Company to correct the matters and complete the Annual Compliance Report or Statement of Ad Valorem Taxes Paid re: Payment Year. If Company and County are not able to agree about the completeness or correction of a report within thirty (30) days after Company receives the notice of material issues, the matters will be addressed as provided in Section 12 Dispute Resolution.

7.0 COUNTY CALCULATION OF GRANT FUNDS

7.1 Continuing Tax Payments. During the Agreement, Company continues to be subject to and must pay all Ad Valorem Taxes assessed by County and other applicable taxing units within Travis County in relation to all taxable Real Property and business personal property owned by Company and its Affiliates within Travis County, without regard to whether the property is associated with the Colorado River Project. County does not pay Grant Funds on:

- 7.1.1 The taxable value of property that is not included under the definition of Eligible Property.
- 7.1.2 The 2020 Value of the Company's taxable properties.
- 7.1.3 The Ad Valorem Taxes assessed for Debt Service, or
- 7.1.4 Ad Valorem Taxes that are not paid in full.

7.2 Determination of Grant Percentage. The grant percentage is determined as follows:

7.2.1 For cumulative investments in Eligible Property of \$1,092,609,500 or less, the grant percentage is 70% unless decreased as stated in section 7.6 based on incomplete compliance with estimated stated performance.

7.2.2 For investments in Eligible Property in excess of \$1,092,609,500 and equal to or less than two billion dollars (\$2,000,000,000), the grant percentage is 75% unless decreased as stated in section 7.6 based on incomplete compliance with estimated stated performance as stated in amendments related to the additional investment.

7.2.3 For investments in Eligible Property in excess of \$2,000,000,000, the grant percentage is 80% unless decreased as stated in section 7.6 based on incomplete compliance with estimated stated performance as stated in amendments related to the additional investment.

7.3 Loss of Grant Funds. Company shall not be entitled to receive any Grant Funds for any Payment Year in which

7.3.1 Company's actual investment in Eligible Property is less than 75% of the cumulative total of investments due by December 31 of that Performance Year;

7.3.2 Company's actual cumulative number of New Full time Jobs created or maintained is less than 75% of the cumulative total of Jobs due to be created by or maintained in that Performance Year;

7.3.3 Company's Ad Valorem Taxes for that Payment Year have not been paid in full and payment has not been delayed by a pending appeal; or

7.3.4 Company is not able to certify compliance on the Annual Compliance Report for any Performance Year unless Commissioners Court, in its sole discretion, agrees to work with Company to develop a mutually agreeable amendment to this Agreement.

7.4 Payment of Grant Funds. If Company has complied with all requirements applicable to a Performance Year under this Agreement, County pays Company the Net Grants Funds applicable to that Performance Year through an ACH transfer no later than October 31 of the applicable Payment Year unless Company has appealed the appraised value of the Property. Grant Funds are only paid after all administrative and judicial appeals are exhausted.

7.5 Calculation of Grant Funds. County shall calculate Grant Funds using the estimated amount shown for the Performance Year in the chart in section 4.6.2 and based on the following formula:

Where:

Percentage: Estimated Investment Completed by December 31 of Performance Year = 100%

Percentage: Estimated New Full time Jobs Created by December 31 of Performance Year =100%

Grant Percentage =

- 70% in all Payment Years for the first \$1,092,609,500 invested
- 75% for the amount in excess of the first \$1,092,609,500 invested, but equal to or less than \$2 billion invested
- 80% for the amount in excess of the first \$2,000,000,000 invested.

Total Ad Valorem Taxes Payable in January of Payment Year on all Property under this Agreement in Payment Year

MINUS Ad Valorem Taxes payable for debt service payable in January of Payment Year on all Property under this Agreement in Payment Year

MINUS Ad Valorem Taxes for Maintenance and Operations Payable in January of Payment Year on 2020 Value of Property at Effective Date

MINUS Ad Valorem Taxes for Maintenance and Operations Payable in January of Payment Year on value in year notice is received for each Property added to this Agreement by notice pursuant to 1.25.2 for the up to 1,000 acres of land and interests in land

EQUALS Ad Valorem Taxes for Maintenance and Operations on Eligible Property

$$\text{Ad Valorem Taxes For Maintenance and Operations on Eligible Property} \times \text{Grant Percentage} = \text{Grant Funds}$$

7.6 Adjustments to Grant Funds. County shall reduce Grant Funds based on which of the following adjustments apply to that Payment Year:

7.6.1 Administrative Fee. The Administrative Fee is for the reimbursement of Salary and benefits for 10% of 1 FTE for a PBO Community and Economic Development Specialist.

The estimated cost of this portion of this FTE for calendar year 2020 is \$10,586. Company shall pay a prorated portion of this amount for 2020 based on the number of months or partial months from the Effective Date to December 31, 2020. For each subsequent Performance Year, Company shall pay no more than 2.5% more than the annualized amount payable for the preceding Performance Year. This amount will be paid in the Payment Year based on that Performance Year.

7.6.2 Reduction for Incomplete Compliance: Subject to 7.3, when Company's level of compliance is less than the percentage goal in any Performance Year, Grant Funds are reduced by $\frac{1}{3}$ % for each 1% that compliance is below that goal at December 31 of that Performance Year when:

7.6.2.1 Required Investment The goal is 100% and the actual cumulative investment in Eligible Property at December 31 of that Performance Year is less than 100% of the cumulative total of Estimated Investment due by December 31 of that Performance Year; and.

7.6.2.2 Required Job Creation/Maintenance The goal is 100% and the actual cumulative number of New Full time Jobs created or maintained at December 31 of that Performance Year is less than 100% of the Estimated cumulative number of New Full time Jobs due to be created or maintained at December 31 of that Performance Year.

7.6.2.3 Required Travis County Hire. The goal is 50% and the number of Travis County residents who are holding a New Job (cumulative) is less than 50% of the Total New Jobs (cumulative) for the Performance Year at December 31 of that Performance Year

7.6.2.4 The Total Reduction for Incomplete Compliance is the sum of

7.6.2.4.1 The total percentage reduction for the Incomplete Compliance for investment,

7.6.2.4.2 The total percentage reduction for the Incomplete Compliance for Job Creation and Maintenance, and

7.6.2.4.3 The total percentage reduction for the Incomplete Compliance for hiring Travis County residents.

7.7 Net Grant Funds Payable. County shall calculate Net Grant Funds based on the following formula:

		Grant Funds
MINUS		Administrative Fee
MINUS	Total Reduction for Incomplete Compliance	
EQUALS		Net Grant Funds

8.0 RIGHT TO HOLD BACK PAYMENT OF GRANT FUNDS

8.1 Non-Payment of Taxes in Payment Year. If there is an appeal of the appraised value of the property pending or capable of being exercised, County may hold back Grant Funds until the appeals are exhausted and the Ad Valorem Taxes for the Payment Year are paid in full.

8.2 Failure to Submit Required Reporting. If Company does not submit all required reports and all information required in these reports, County may hold back payment of Grant Funds for that failure to submit required reports and information. In addition, County may rely on that failure to submit the reports and information to determine that County, its independent contractor or auditor may audit Company’s records. If Commissioners Court requests an audit, it may determine that Company is not eligible to receive Grant Funds in that Payment Year.

8.3 Insufficient Documentation to Verify Compliance. If County determines that the documentation provided in Company’s Annual Compliance Report is insufficient to adequately document the accuracy of the information or County commercially reasonably disputes the accuracy of the information, County may hold back payment of Grant Funds until Company provides the additional information necessary to complete the final review and approval of the information submitted.

8.4 Inability to Certify Compliance. If Company is not able to certify compliance on the Annual Compliance Report for any Performance Year, County may hold back payment of Grant Funds unless Commissioners Court, in its sole discretion, offers to work with Company to develop a mutually agreeable amendment to this Agreement. When County receives Company’s explanation for its inability to certify compliance, County determines whether it is feasible to work with Company. If Company and County do not agree on an amendment to this Agreement with which Company can comply, County may terminate the Agreement by written notice to Company within ninety (90) days after County receives a notice of inability to comply. If Company submits an Annual Compliance Report without compliance and without an explanation about the reason for inability to comply, County may terminate the Agreement by written notice to Company at any time after County receives a non-compliant Annual Compliance Report.

8.5 In addition to other rights granted to County in this Agreement, if Company is in default of any of its obligations under this Agreement, County has the right to hold back the payment of any unpaid Grant Funds Company would otherwise be entitled to receive until the default has been cured.

9.0 Termination and Recapture.

9.1 This Agreement may be terminated in the following circumstances:

9.1.1 Election Not to Proceed. If Company elects not to proceed with the Colorado River Project as contemplated by this Agreement before Company has received any Grant Funds, Company shall notify County in writing, and this Agreement and all obligations of both Parties are terminated effective immediately.

9.1.2 Successful Completion. This Agreement terminates upon complete performance of the terms and conditions of the Agreement by both Parties.

9.1.3 Company Termination for Default. After notice of default and opportunity to cure pursuant to Section 9.4, Company may terminate this Agreement without prejudice to any other right or remedy which Company or County may possess, if County fails to comply with its obligations under this Agreement.

9.1.4 County Termination for Default and Recapture. County may terminate this Agreement, at its election, if Company's failure to comply with required terms extends beyond the cure period in the notice of termination. If County believes Company is in default, County shall notify Company in compliance with Section 13 Notice stating the default and providing for a cure period of not less than thirty (30) Days and stating that the Agreement will be terminated if the default is not cured timely. County and Company may agree in writing to extend the cure period. If the described default is not cured in a manner satisfactory to County within the cure period stated in the notice or as extended in writing, this Agreement is terminated on the day after the end of the cure period without further notice. If terminated for failure to cure a default, County has the right to recapture all Grant Funds paid to Company for the two years before the year of termination, and no further Grant Funds are payable by County to Company.

9.2 Recapture of Grant Funds. If Company terminates this Agreement before full performance of all requirements by Company for any reason, including failure to make agreed upon Improvements, County shall recapture and Company shall pay County an amount equal to all Grant Funds paid to Company under the terms of this Agreement for the two years before the year of termination, and no further Grant Funds are payable by County to Company.

9.3 Non Compliance with Required Performance. County has the right to recapture all Grant Funds paid to Company for the two years before the year of termination if Company at any time fails to comply with the following requirements and fails to cure any failure where cure is possible:

9.3.1 Obtaining and retaining ownership of the Real Property in compliance with section 4.5.2 and not transferring ownership unless in compliance with 4.5.3,

9.3.2 As of the respective dates in Section 4.8.2, creating the Required Number of Jobs with the average salary in Section 4.9.3.2,

9.3.3 As of the respective dates in Section 4.6.2, making an investment of at least \$1, 092,609,500 in New Improvements and New Machinery and Equipment,

9.3.6 Having satisfactorily completed all other applicable terms of this Agreement.

9.4 Failure to Cure. If, at any time, Company fails to meet any requirements of this Agreement and fails to cure any failure where the opportunity for cure is provided, then County shall give Company written notice of such failure to comply with notice of termination and all future obligations of County shall cease. Upon receipt of this notice of termination, Company shall, within ninety (90) days, refund to County all Grant Funds that have been paid by County for the two (2) years prior to the year of termination, and Company acknowledges that the Agreement will then be terminated and all future obligations of County shall cease.

9.5 Failure to Pay Other Ad Valorem Taxes. In addition to other events resulting in termination of this Agreement, if Company allows its ad valorem taxes owed to the City, County, Austin Community College and/or any school district or other local taxing entity to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, County may terminate this Agreement and Company shall refund to County all Grant Funds that have been paid by County for the two (2) years prior to the year of termination, and Company acknowledges that the Agreement will then be terminated and all future obligations of County shall cease.

9.6 Judicial Finding. This Agreement may be terminated by either County or Company if the Grant agreed to be made by County herein is found to be invalid or illegal by a court of competent jurisdiction and said judicial decision is not overturned on appeal or is no longer subject to appeal. If this Agreement is terminated under this Section, County has the right to recapture all of the money granted to Company under this Agreement to the extent but only to the extent that the judicial decision specifically requires the Grant to be refunded to County, and there is no other lawful manner by which County can reimburse, pay or credit Company with the amount of the Grant that is refunded as a result of the judicial decision.

10.0 RISK ALLOCATION

10.1 Indemnification. **Company shall indemnify County, its officers, agents, and employees, from and against all claims, losses, damages, negligence, omissions, causes of action, suits, and liability of every kind (“Claim”), for injury to or death of any person, and for damage to property, arising solely and directly out of the obligations of Company under this Agreement. If injuries, death or damage to property is caused by joint negligence of Company and an unaffiliated third party, Company shall only be responsible to indemnify the County proportionately to the negligence attributed to the Company by either a court of competent**

and as reduced to final judgement by either final jurisdiction or exhaustion of right to appeal further, a binding award of arbitration or a good faith settlement which was approved by the Company in writing. County shall cooperate with the resolution of any Claim and acknowledges that the defense and any settlement or resolution of any Claim is in the sole discretion of Company.

10.2 Claims Notification. If any person or entity makes any Claim, or institutes any action, including proceedings before an administrative agency against Company or County relating to this Agreement, the Party with notice of the Claim shall give written notice of it in compliance with Section 13 Notice to the other Party within three (3) Working Days after receiving notice or threat of it. The notice shall include:

10.2.1 The name and address of the person or entity making or threatening to make a Claim, or instituting threatening to institute any action or proceeding;

10.2.2 The basis of the Claim, action or proceeding;

10.2.3 The court or administrative tribunal, if any, where the Claim, action or proceeding was instituted;

10.2.4 The name or names of any other person against whom this Claim is being made or threatened and

10.2.5 A copy of all pertinent papers about these Claims or actions that have been received.

10.3. Immunity or Defense. Despite any provision to the contrary in this Agreement, Company expressly acknowledges that the execution of this Agreement and the conduct of any County representative shall not be a waiver or deemed to be a waiver of any immunity or defense that would otherwise be available to County against Claims arising in the exercise of its governmental powers and functions, and shall not be considered a waiver of sovereign immunity to suit or liability. Company and County have all remedies and defenses allowed by law.

11.0 CHANGES TO COMPANY'S RIGHTS AND OBLIGATIONS

11.1 Requests for Changes. Company shall submit all requests for all changes, alterations, additions or deletions to this Agreement or any attachment to it to PBO, Attention: Jessica Rio, County Executive (or her successor in office).

11.2 Change in Colorado River Project. Company shall notify County promptly and in advance, where possible, of any significant change relating to the Colorado River Project that may affect Company's performance under this Agreement, including any change in Company's name or identity. In addition to this requirement and the requirements of Section 4.5.3, if

Company requires a change of name, Company shall notify County in compliance with Section 13. Notice.

11.3 Written Amendments Only. The Parties may make changes to this Agreement or any attachments to it in writing when signed by both Parties. An amendment may only be approved by the Parties if the amendment reflects provisions which could have been included in the original Agreement.

11.4 Authority to Amend. Company acknowledges that no officer, agent, employee or representative of County has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that specific authority by Commissioners Court. Discussion or other indications of changes to this Agreement are not effective.

11.5 Assignment.

11.5.1 This Agreement may not be assigned to a new person or entity, except an Affiliate, without prior written approval of the Commissioners Court. County does not approve any assignments if Company or the assignee are indebted to County for Ad Valorem Taxes or other obligations when requesting an assignment.

11.5.2 Company may assign this Agreement to an Affiliate without approval of Commissioners Court if

11.5.2.1 Company gives County written notice of the assignment to the Affiliate before the effective date of the assignment; and

11.5.2.2 Company remains obligated to County for the performance of Company's obligations under the Agreement just before the assignment.

11.5.3 The benefits of this Agreement shall inure to the Affiliate without the prior approval of County only if Company remains obligated to County for the performance of its obligations under the Agreement just before the assignment.

11.6 Force Majeure. "Force Majeure" means any cause generally recognized under Texas law, including pandemic, as conditions that make performance impossible. A Party is not financially liable to the other Party for delays in performance or failures to perform caused by Force Majeure. These delays or failures to perform extend the period of performance for a period of time equal to the subsistence of the Force Majeure event. A Party affected by Force Majeure conditions shall notify the other Party within five (5) Working Days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the Party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the Party experiencing a Force Majeure event waives Force Majeure as a defense.

12.0 DISPUTE RESOLUTION

12.1 Mediation. When mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, as a condition precedent to filing any lawsuit, the Parties shall mediate the dispute with a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the result of the mediation, the mediation is not a final and binding resolution of the dispute. All communication within the scope of the mediation remains confidential in compliance with Texas Civil Remedies and Practice Code, Section 154.073, unless both Parties agree to waive confidentiality in writing.

12.2 Reservation of Rights. If a Party breaches this Agreement, the other Party is entitled to any right or remedy provided by Texas law or any applicable federal law or regulation. All rights of either Party under this Agreement are specifically reserved and any payment, reimbursement, act or omission shall not impair or prejudice any remedy or right of that Party. The exercise of or failure to exercise any right or remedy in this Agreement or in accordance with law upon the other Party's breach of any provision of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, and any action taken or not taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

13.0 NOTICES

13.1. Requirements. Any notice given under this Agreement by one Party to the other shall be in writing and is deemed to have been given immediately if delivered in person to the address for the applicable Party in this section, or on the third day after placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the applicable Party at the address in this section.

13.2. County Address. The address of County for all purposes under this Agreement is:

Jessica Rio, County Executive, Planning and Budget (or her successor)
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Bonnie S. Floyd, MBA, CPPO, CPPB, Purchasing Agent (or her successor)
Travis County Purchasing
P.O. Box 1748
Austin, Texas 78767

13.3. Company Address. The address of Company for all purposes under this Agreement is:

Mr. Ron Klein, President
3500 Deer Creek Road
Palo Alto, California 94304

With a copy to:

Legal Department
P.O. Box 15430
Fremont, California 94539
Legal@tesla.com

13.4 Change of Address. Each Party may change its address for notice by giving notice of the change in compliance with Section 13.0. Any change in the address shall be reported to the other Party within thirty (30) days of the change.

14.0 RESTRICTED ACTIVITIES

14.1 County Forfeiture of Agreement. As to payment of Grant Funds, if Company has done business with a Key Contracting Person during the 365 day period immediately before the date of Company's execution of this Agreement or does business with any Key Contracting Person at any time after the date of Company's execution of this Agreement and before the termination of this Agreement, Company shall forfeit all County benefits of this Agreement and County shall retain all performance by Company and recover all Grant Funds paid to Company pursuant to this Agreement.

14.2 Conflict of Interest. Company shall ensure that Company will not take any action that would result in any person who is an employee, agent, consultant, officer, or elected or appointed official of County who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, to obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure with or engagement by County or for one year after it.

14.3 Solicitation. Company warrants that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Company to secure business. For breach or violation of this warranty, County has the right to terminate this Agreement without liability, or, in its discretion to, as applicable, add to or deduct from the consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

14.4 Gratuities. County may terminate this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were knowingly offered or given by Company or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is terminated by County pursuant to this provision, County is entitled, in addition to any other rights and remedies, to recover from Company a sum equal in amount to the cost incurred by Company in providing such gratuities.

14.5 Limitation. The Parties understand and agree that above restrictions do not apply to any ceremonial gift which might be offered by Company and accepted by County or a County representative in an open and public event to commemorate the decision to locate the Colorado River Project on the Real Property to commence construction of the Colorado River Project if the offering and acceptance does not violate applicable law.

15.0 ENTIRE AGREEMENT

15.1 All Agreements. All oral and written agreements and understandings between the Parties relating to the subject matter of this Agreement that were made before the execution of this Agreement have been reduced to writing and are contained in this Agreement.

15.2 Attachments. The attachments enumerated and denominated below are made part of this Agreement, and constitute promised performances by Company in accordance with the terms of this Agreement.

15.2.1 Attachment A – Description of Real Property and Colorado River Project

15.2.2 Attachment B – Ethics Sworn Declaration

15.2.3 Attachment C – Affidavit as to Competitively Sited Project

15.2.4 Attachment D – Company Affirmative Action Policy

15.2.5 Attachment E – Travis County Code, Chapter 28 Economic Development Policy

15.2.6 Attachment F –Historically Underutilized Business (HUB) Program Declaration

16.0 INTERPRETATIONAL OF AGREEMENT

16.1. Sovereign Immunity and Affirmative Defenses. No provision of this Agreement may be interpreted to waive sovereign immunity or any affirmative defenses available to County.

16.2 Law and Venue. The laws of the State of Texas govern the interpretation of this Agreement. All obligations under this Agreement are performable in Travis County, Texas. It is expressly agreed that any lawsuit, litigation, or dispute arising out of this Agreement will take place in state court in Travis County. The Parties acknowledge that each Party is responsible for any attorneys' fees incurred by that Party relating to this Agreement.

16.3 Severability. If any portion of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement remains valid and enforceable.

16.4 Defined Terms. When interpreting any provision that includes a defined term as indicated by the use of initial uppercase, the provision shall be interpreted to have the meaning that would result if every specific and general description attributed to it in the defined term were included in full within the provision.

16.5 Interpretation of Time. All times stated in this Agreement, are stated in Central Time. Standard and Daylight Savings are applied based on the time in Austin, Texas on the stated date. In computing, extend the period until the next Working Day periods of time under this Agreement, exclude the first Day and include the last Day. If the last Day is not a Working Day, extend the period until the next Working Day.

16.6 Numbers and Gender. The singular includes the plural and the plural includes the singular. Words of one gender include the other genders. Words of any gender include the other genders.

16.7 Headings. The headings and titles in this Agreement are for convenience only, and are not to be used in interpreting this Agreement.

17.0 MISCELLANEOUS PROVISIONS

17.1. Survival of Conditions. Despite any termination or expiration of this Agreement, the rights and obligations pertaining to cooperation and provision of additional information, return of Grant Funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Agreement.

17.2. Independent Contractor. The Parties expressly acknowledge that Company is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Company shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Company under this Agreement is not and shall not be interpreted to be a partnership, joint venture or agency. The relationship of the Parties is an independent contractor relationship. Neither Party has the authority to make any statements, representations or commitments of any kind, or to take any action which is binding on the other Party.

17.3 No Third Party Right. This Agreement sets out the agreements and obligations between County and Company only. It does not obligate County to any person or entity not a named party in any way or create any beneficiary rights between County and any of Company's subcontractors, or for any person or entity not a named party in it. County shall not under any

circumstances be liable to the Company’s creditors or subcontractors for any reimbursements under this Agreement.

17.4 Federal, State and Local Laws. Company shall provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. Company shall meet all applicable requirements of County and City codes and ordinances, rules and regulations and permit requirements, and all necessary inspections will take place in a timely manner. Company will make all hiring decisions in compliance with the Civil Rights Act of 1964 and the Americans With Disabilities Act of 1990 and will not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, age or handicapping condition in accordance with Company’s policies.

17.5. County Authority. County represents and warrants to Company that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement unless otherwise ordered by a court of competent jurisdiction.

17.6 Company Authority. Company represents and warrants to County that Company has the authority to enter into this Agreement and that the person signing this Agreement on Company’s behalf has been duly authorized to do so.

17.7 Duplicate Originals. This Agreement may be executed by the Parties in duplicate originals, in electronic format with each copy when assembled constituting an original.

COLORADO RIVER PROJECT LLC

COUNTY OF TRAVIS, STATE OF TEXAS

DocuSigned by:
Ron Klein
By _____
1901B5FDB03E40F...
Ron Klein
Treasurer

DocuSigned by:
Sam Biscoe
By _____
CD20CF375B4C48F...
Samuel T. Biscoe
Travis County Judge

Date 7/13/2020

Date 7/15/2020

ATTACHMENT A
DESCRIPTION OF COLORADO RIVER PROJECT
MAP OF COLORADO RIVER PROJECT AND
LEGAL DESCRIPTION OF REAL PROPERTY

1. DESCRIPTION OF COLORADO RIVER PROJECT

The Colorado River Project is comprised of the development, design, and construction of a high tech electric vehicle manufacturing plant and ancillary facilities at the project site in Travis County. This site will be up to 3,500 acres and located at the intersection of SH-130 and Harold Green Road. As of the Effective Date, approximately 2,500 acres are fully described in this Attachment A. As options are exercised and land and interests in land are otherwise acquired, additional acres may be added to the Agreement by notice until a maximum of 3,500 acres is included and described. Additions after that, may only be made by amending the Agreement.

The property is currently a sand and gravel mining site owned and operated by Martin Marietta and currently houses a fully operational concrete batch plant supporting the needs of numerous central Texas construction projects. The sand and gravel mining operation will be relocated within the site and is not considered part of this project.

Proposed improvements include the initial construction, subsequent construction, and adjacent parcel acquisition as further defined in the agreement. The initial construction will consist of one or more product lines and along with subsequent construction will comprise a 4-5 million square foot electric vehicle manufacturing plant. Construction will include some or all of the following scope:

1. Civil: Preparing the site with civil work that may be able to accommodate the placement of concrete foundations for main manufacturing buildings and equipment, including shops (listed below), operational support spaces, people support spaces and for support structures like Central Utilities Buildings, Electrical Switchyards, Cooling Towers, Gas Pads, etc. Postproduction vehicle testing operations, including all necessary testing tracks, logistic yards, and parking will also be onsite and any other improvement or building related to fulfilling the purpose of manufacturing of the Company's products.
2. Architectural: Steel erection and architectural build out for manufacturing and outbuildings.
3. Construction: Completion of any and all construction activities needed to achieve an operational structure, ancillary facilities, parking facilities and any other works necessary in order to manufacture Company's products, provide space for Employees, operate Company's

business in its normal course, provide service to Company's or its Affiliates' customers including any retail, repair, maintenance, upgrade, and customization of the Company's product.

4. Utilities: Main Utility installation for and/or connection to electrical transmission and distribution, domestic water, process water and wastewater treatment infrastructure, etc.

5. Assembly: Purchase, storage and/or installation of facilities and production manufacturing equipment including all construction work ancillary to the installation, commissioning and testing of such equipment.

2. MAP OF COLORADO RIVER PROJECT

Parcel Map

Austin, TX | Hwy 130 & Harold Green



3. LEGAL DESCRIPTION OF REAL PROPERTY

ID	OWNER_NAME	ACRES	LEGAL_DESC	HKT_VAL	SITUS_ADDR
288597	TXI OPERATIONS LP	52.487	ABS 9 SUR 16 DUTY J ACR 52.487	128593	NF MRD 973
190499	DAILEY DIANE MARLEY	2.424	ABS 9 SUR 16 DUTY J ACR 2.424 (1-D-1)	48480	F MRD 969
288601	TXI OPERATIONS LP	14.272	ABS 9 SUR 16 DUTY J ACR 14.272	34966	NF MRD 973
288627	TXI OPERATIONS LP	6.2	ABS 9 SUR 16 DUTY J ACR 6.200	15190	NF MRD 973
288607	TXI OPERATIONS LP	30.531	ABS 9 SUR 16 DUTY J ACR 30.531	846944	NF MRD 973
288608	TXI OPERATIONS LP	22.966999	ABS 9 SUR 16 DUTY J ACR 22.967	56269	NF MRD 973
288614	TXI OPERATIONS LP	10.274	ABS 9 SUR 16 DUTY J ACR 10.274	25171	NF MRD 973
288620	TXI OPERATIONS LP	9.744	ABS 9 SUR 16 DUTY J ACR 9.744*(TRT 9)	23873	NF MRD 973
288616	TXI OPERATIONS LP	8.051	ABS 9 SUR 16 DUTY J ACR 8.051	19725	NF MRD 973
292217	TXI OPERATIONS LP	39.462002	ABS 15 SUR 17 HORNSBYR ACR 39.4620	96682	S F MRD 973
292266	TXI OPERATIONS LP	41	ABS 15 SUR 17 HORNSBYR ACR 41.0	100450	S F MRD 973
288599	TXI OPERATIONS LP	29.007999	ABS 9 SUR 16 DUTY J ACR 29.008	71070	NF MRD 973
288615	TXI OPERATIONS LP	9.825	ABS 9 SUR 16 DUTY J ACR 9.825	24071	NF MRD 973
288619	TXI OPERATIONS LP	83.837997	ABS 15 SUR 17 HORNSBYR ACR 83.838	205403	13101 HAROLD GREEN RD 78725
190403	KLUGE PAULINE	8.3184	ABS 15 SUR 17 HORNSBYR ACR 8.3184	33298	F MRD 969 78724
190395	CALLAHAN PAULA KAY KLUGE	7.4373	ABS 15 SUR 17 HORNSBYR ACR 7.4373	18047	F MRD 969 78724
288595	CALLAHAN PAULA KAY KLUGE	3.7273	ABS 15 SUR 17 HORNSBYR ACR 3.7273	5427	NF MRD 973 78725
288612	TXI OPERATIONS LP	16.931	ABS 5 SUR 33 BURLESON J ACR 16.931	31111	NF MRD 973
288594	BARBER ROBERT NEIL &	8.366	ABS 15 SUR 17 HORNSBYR ACR 8.366	35556	NF MRD 973
292264	TXI OPERATIONS LP	28.738001	ABS 9 SUR 16 DUTY J ACR 28.7380	70408	S F MRD 973
292256	TXI OPERATIONS LP	9.674	ABS 15 SUR 17 HORNSBYR ACR 9.6740	23701	S F MRD 973
190397	TXI OPERATIONS LP	5.597	ABS 9 SUR 16 DUTY J ACR 5.5970	13713	F MRD 969 78724
706653	TXI OPERATIONS LP	34.421001	ABS 9 SUR 16 DUTY J ACR 34.4210	17211	S F MRD 973 78724
288602	TXI OPERATIONS LP	10.382	ABS 15 SUR 17 HORNSBYR ACR 10.3820	25436	NF MRD 973
288633	TXI OPERATIONS LP	20.702999	ABS 15 SUR 17 HORNSBYR ACR 20.7030	50722	13101 HAROLD GREEN RD 78725
288617	TXI OPERATIONS LP	16.982	ABS 15 SUR 17 HORNSBYR ACR 16.9820	41606	PLATT LN 78725
288606	TXI OPERATIONS LP	9.078	ABS 15 SUR 17 HORNSBYR ACR 9.0780	22241	NF MRD 973
292256	TXI OPERATIONS LP	9.674	ABS 15 SUR 17 HORNSBYR ACR 9.6740	23701	S F MRD 973
292267	TXI OPERATIONS LP	28.773001	ABS 9 SUR 16 DUTY J ACR 28.7730	70494	S F MRD 973
288630	TXI OPERATIONS LP	9.656	ABS 15 SUR 17 HORNSBYR ACR 9.6560	23657	S F MRD 973
288639	TXI OPERATIONS LP	5.411	ABS 5 SUR 33 BURLESON J ACR 5.411	9943	NF MRD 973
288596	TXI OPERATIONS LP	68.179001	ABS 15 SUR 17 HORNSBYR ACR 68.1790	229239	NF MRD 973
190396	BARBER ROBERT NEIL &	2.25	ABS 15 SUR 17 HORNSBYR ACR 2.2500	25200	F MRD 969 78724
292261	TXI OPERATIONS LP	67.417999	ABS 15 SUR 17 HORNSBYR ACR 67.4180	206279	S F MRD 973
288638	TXI OPERATIONS LP	21.1	ABS 9 SUR 16 DUTY J ACR 21.100	51695	NF MRD 973
288624	TXI OPERATIONS LP	9.752	ABS 9 SUR 16 DUTY J ACR 9.752	23892	13104 HAROLD GREEN RD 78725
288623	TXI OPERATIONS LP	15.981	ABS 9 SUR 16 DUTY J ACR 15.981	29365	NF MRD 973
288649	TXI OPERATIONS LP	13.853	ABS 5 SUR 33 BURLESON J ACR 13.853	25455	HUNTERS BEND RD 78725
288622	TXI OPERATIONS LP	19.127001	ABS 9 SUR 16 DUTY J ACR 19.127	46361	NF MRD 973
288611	TXI OPERATIONS LP	4.591	ABS 5 SUR 33 BURLESON J ABS 9 SUR 16 DUTY J ACR 4.591	8436	NF MRD 973
288628	TXI OPERATIONS LP	19.253	ABS 5 SUR 33 BURLESON J ABS 9 SUR 16 DUTY J ACR 19.253	35378	NF MRD 973
288621	TXI OPERATIONS LP	32.737999	ABS 9 SUR 16 DUTY J ABS 5 SUR 33 *(TRT 12) BURLESON J ACR 32.738	60156	NF MRD 973
292255	TXI OPERATIONS LP	52.689999	ABS 15 SUR 17 HORNSBYR ACR 52.690	129091	S F MRD 973
288566	TXI OPERATIONS LP	69.870003	ABS 15 SUR 17 HORNSBYR ACR 69.870	171182	11351 PLATT LN 78725
288640	DAILEY DIANE MARLEY	1	ABS 9 SUR 16 DUTY J ACR 1.0	194907	13213 F MRD 969
292257	TXI OPERATIONS LP	2.2	ABS 9 SUR 16 DUTY J ACR 2.2	116297	S F MRD 973
292258	TXI OPERATIONS LP	350.880005	ABS 9 SUR 16 DUTY J ACR 350.880	939929	S F MRD 973
288632	TXI OPERATIONS LP	1.917	ABS 15 SUR 17 HORNSBYR ACR 1.9170	4697	PLATT LN 78725
288631	TXI OPERATIONS LP	7.457	ABS 15 SUR 17 HORNSBYR ACR 7.4570	18270	S F MRD 973
706372	TXI OPERATIONS LP	223.496994	ABS 15 SUR 17 HORNSBYR ACR 223.4970	547568	NF MRD 973 78724
288598	TXI OPERATIONS LP	102.188004	ABS 9 SUR 16 DUTY J ACR 102.188	250361	NF MRD 973
288642	TXI OPERATIONS LP	51.32	ABS 9 SUR 16 DUTY J ABS 5 SUR 33 BURLESON J ACR 51.32 *TOTAL	125734	HUNTERS BEND RD 78725
288643	DAILEY DIANE MARLEY &	32.43	ABS 5 SUR 33 BURLESON J ABS 9 SUR 16 (1-D-1)	214409	HUNTERS BEND RD 78725
288600	TXI OPERATIONS LP	58.919998	ABS 9 SUR 16 DUTY J ACR 58.92	144354	NF MRD 973 78725
288609	TXI OPERATIONS LP	22.910999	ABS 9 SUR 16 DUTY J ACR 22.911	56132	NF MRD 973
288629	TXI OPERATIONS LP	45.874001	ABS 9 SUR 16 DUTY J ABS 5 SUR 33 BURLESON J ACR 45.874	84293	NF MRD 973
288641	DAILEY DIANE MARLEY	40.018799	ABS 9 SUR 20 DUTY J ACR 40.0188 (1-D-1)	240030	13213 F MRD 969
288648	TXI OPERATIONS LP	10.743	ABS 5 SUR 33 BURLESON J ACR 10.743	19740	HUNTERS BEND RD 78725
288644	DAILEY DIANE MARLEY &	101.339798	ABS 5 SUR 33 BURLESON J ACR 101.3398 (1-D-1)	506699	HUNTERS BEND RD 78725
190398	HOWLE STEVEN J	19.799999	ABS 9 SUR 16 DUTY J ACR 19.80	372002	12701 F MRD 969 78724
292263	TXI OPERATIONS LP	194.824005	ABS 9 SUR 16 DUTY J & ABS 15 SUR 17 HORNSBYR ACR 194.8240	477319	13101 HAROLD GREEN RD 78725
871317	DAILEY DIANE MARLEY & MARIAN F	140.128403	ABS 9 SUR 16 DUTY J ABS 5 SUR 33 BURLESON J ACR 140.1284 (1-D-1)	700642	F MRD 969
288653	DAILEY DIANE MARLEY & MARIAN F	39.5	ABS 9 SUR 16 DUTY J ABS 5 SUR 33 BURLESON J ACR 39.5 (1-D-1)	790000	F MRD 969
292211	TXI OPERATIONS LP	50.316502	ABS 15 SUR 17 HORNSBYR ACR 50.3165	123276	S F MRD 973
292216	TXI OPERATIONS LP	39.355	ABS 15 SUR 17 HORNSBYR ACR 39.355	96420	S F MRD 973
871235	DAILEY DIANE MARLEY	23.504999	ABS 9 SUR 20 DUTY J ACR 23.505 (1-D-1)	495665	F MRD 969 78725

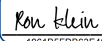
ATTACHMENT B
ETHICS SWORN DECLARATION

7/13/2020

Date: _____ Ron Klein
Name of Declarant: _____
Title of Declarant: President
Business Name of Company: Colorado River Project LLC
County of Company: Delaware

Declarant swears that the following statements are true:

1. Declarant is authorized by Company to make this Sworn Declaration for Company.
2. Declarant is fully aware of the facts stated in this affidavit.
3. Declarant can read the English language.
4. Company has received the list of key contracting persons associated with this Agreement which is attached to this Sworn Declaration as Exhibit "A".
5. Declarant has personally read Exhibit "A" to this Sworn Declaration.
6. Declarant has no knowledge of any key contracting person on Exhibit "A" with whom Company is doing business or has done business during the 365 day period immediately before the date of this Sworn Declaration whose name is not disclosed in the Disclosure Form.

DocuSigned by:

1961B5FD863E46F...
Signature of Declarant
3500 Deer Creek Road
Palo Alto, CA 94304
Address

ATTACHMENT B
EXHIBIT A
LIST OF KEY CONTRACTING PERSONS

July 1, 2020

CURRENT EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Sam Biscoe*	
County Judge (Spouse)	Donna Lynn Biscoe	
Chief of Staff	Peter Einhorn	
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Andromeda Roberts	
Commissioner, Precinct 1	Jeff Travillion	
Commissioner, Precinct 1 (Spouse)	Perri Travillion	Austin Spurs
Executive Assistant	Walter Muse	
Executive Assistant	Deone Wilhite	
Executive Assistant	Caitlin Brown	
Commissioner, Precinct 2	Brigid Shea	
Commissioner, Precinct 2 (Spouse)	John Umphress	Austin Energy
Executive Assistant	Barbara Rush	
Executive Assistant	Lani Oglewood	
Executive Assistant	Melissa Velasquez	
Commissioner, Precinct 3	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Consultant
Executive Assistant	Bob Moore	
Executive Assistant	Martin Zamzow	
Executive Assistant	Sarah Leon	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	David Salazar	
Executive Assistant	Norma Guerra	
Executive Assistant	Carley Arnold	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Patti Smith	
County Human Resources Director	Tracey Calloway	
County Executive, Planning & Budget	Jessica Rio	
County Executive, Emergency Services	Charles Brotherton	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Cynthia McDonald	
County Executive, Justice & Public Safety	Roger Jefferies	
County Executive, Technology & Operations	Paul Hopingardner*	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	

Director, Communications and Records Services	Shawn T. Malone	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Dan Hamre	
Executive Assistant, County Attorney	Sherine Thomas	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Jennifer Hopgood*	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	Ann-Marie Sheely	
Attorney, Transactions Division	C.J. Brandt	
Attorney, Transactions Division	Matthew R. Entsminger*	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jennifer Kraber	
Attorney, Transactions Division	James D. Nickell	
Director, Health Services Division	Holly Gummert	
Attorney, Health Services Division	David Duncan*	
Attorney, Health Services Division	Trelisha Brown*	
Attorney, Health Services Division	Prema Gregerson	
Attorney, Health Services Division	Haseeb Abdullah	
Purchasing Agent	Bonnie S. Floyd, MBA, CPPO, CPPB	
Assistant Purchasing Agent	Jorge Talavera, CPPO, CPPB*	
Assistant Purchasing Agent	Lee Perry*	
Purchasing Operations & Procurement Director	CW Bruner, CPPB, PMP*	
Purchasing Operations Consultant	Jason G. Walker, CPPB*	
Purchasing Operations Project Manager I	Rachel Fishback, CPPB*	
Purchasing Business Analyst II	Kevin Scarbrough	
Purchasing Business Analyst II	Scott Worthington	
Senior Procurement Specialist	Jennifer Winkler, MBA, CGAP*	
Senior Procurement Specialist	Lori Clyde, CPPO, CPPB, CTPE*	
Senior Procurement Specialist	James A. Carey*	
Procurement Specialist III	Lynn Woods, MBA	
Procurement Specialist III	Loren Breland, CPPB	
Procurement Specialist III	Jerry Jones, MBA, CTCM	
Procurement Specialist II	L. Wade Laursen, CPPB	
Procurement Specialist II	April Rodriguez	
Procurement Specialist II	Patricia Estrada	
Procurement Specialist II	Priscilla Harrington, CPSM	
Procurement Specialist II	Jean Liburd	
Procurement Specialist II	Sara Kassem, MPA, CTCM, CTPM, CPPB	
Procurement Specialist II	Tawana Gardner	
Procurement Specialist II	Limbania Rodriguez	
Procurement Specialist II	Karina Damian*	
Procurement Specialist II	Randle Jackson*	
Procurement Specialist II	Jennifer Proctor Romero*	

Procurement Specialist II	Bridgett Kovar*	
Procurement Specialist I	Sam Francis	
Procurement Specialist I	Geri Castaneda	
HUB Program Director	Sylvia Lopez	
HUB Coordinator	Corina Rodriguez*	
HUB Purchasing Specialist	Jamal Williams*	
HUB Purchasing Specialist	Butch Soto*	
Purchasing Community Liaison	Adrienne Govea*	
Purchasing Contract Compliance Director	Tenley Aldredge, M.I.A., J.D	
Purchasing Contract Compliance Officer	Andrew J. Artzt, J.D.	
Purchasing Contract Compliance Officer	Jacqueline Childress, J.D.	
Purchasing Contract Compliance Officer	Kimberly Effinger	
Purchasing Contract Compliance Monitor	Dennis Reyna	
Purchasing Contract Compliance Monitor	Patrick Tuohy	
Director, Economic Development & Strategic Investments, Planning & Budget Office	Diana A Ramirez, CGFO, EDFP	
Consultant, TXP, Inc.	Jon Hockenyos	

* - Identifies employees who have been in that position less than a year.

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
HUB Purchasing Specialist	Betty Chapa	07/31/20
Lead Procurement Officer	Kimberly Elizondo, CPA, CPPB	08/30/20
HUB Purchasing Specialist	Andrew Benford	08/30/20
Purchasing Agent Assistant IV	Patrick Strittmatter, CPPB	09/03/20
HUB Purchasing Specialist	Jerome Guerrero	09/27/20
County Judge	Sarah Eckhardt	05/12/21

ATTACHMENT C

**AFFIDAVIT AS TO
COMPETITIVELY-SITED PROJECT
TRAVIS COUNTY ECONOMIC DEVELOPMENT POLICY**

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Name of Company: _____

County of Company: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Company to make this Affidavit for Company.
2. Affiant is fully aware of the facts stated in this Affidavit.
3. Affiant can read the English language.
4. Affiant understands that, pursuant to the Travis County Economic Development Incentives Policy, Guidelines and Criteria ("Policy"), "Competitively-Sited Project" means a project where the Company making the request for economic incentives has completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation or new operations (the project being proposed for Travis County Incentives) are actively being considered by the Company.
5. Affiant affirms that the project subject to the incentives agreement with Travis County is a Competitively-Sited Project as defined herein, and acknowledges that Company will, within one month of execution of the economic incentives agreement, provide Travis County with documentation confirming the project was in fact part of a competitively-sited process with such documentation as set forth in Section 28.008(b)(iv).

SUBSCRIBED AND SWORN TO before me by: _____ on _____, 2020.

Notary Public, State of _____

Typed or printed name of notary

My commission expires:

ATTACHMENT D

COMPANY AFFIRMATIVE ACTION POLICY

Tesla is an equal opportunity employer. All aspects of employment including the decision to hire, promote, discipline or discharge will be based on merit, competence, performance, and business needs. We do not discriminate on the basis of race, color, religion, marital status, age, national origin, ancestry, physical or mental disability, medical condition, pregnancy, genetic information, gender, sexual orientation, gender identity or expression, veteran status, or any other status protected under federal, state, or local law.

Reasonable Accommodation

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Tesla will make reasonable accommodations for the known physical or mental limitation of an applicant or an employee unless an undue hardship for the Company or a direct threat to the Company and/or our employees would result. This applies to all aspects of employment, including, but not limited to hiring, job assignment, compensation, promotion, benefits, training and termination.

Employees who need a reasonable accommodation must cooperate with Tesla as we seek to determine the proper accommodation, this would include consultations with you and your healthcare provider. Based on all available information, Tesla will determine how best to reasonably accommodate an employee, which may involve modifying a work schedule, granting a leave of absence, buying or modifying equipment or reassigning an employee to a vacant position.

Similarly, Tesla will reasonable accommodate an employee's religious needs unless an undue burden or hardship would result.

If you believe that you may require accommodation in your current position due to a disability or religious needs, raise this issue with your immediate supervisor or Human Resources.

ATTACHMENT E

COUNTY ECONOMIC DEVELOPMENT POLICY

CHAPTER 28

**TRAVIS COUNTY ECONOMIC DEVELOPMENT INCENTIVES POLICY,
GUIDELINES AND CRITERIA**

ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT
AMENDING
TITLE III. FINANCES AND RISK MANAGEMENT
CHAPTER 28 - TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM POLICY
GUIDELINES AND CRITERIA
STATE OF TEXAS
COUNTY OF TRAVIS

RECEIVED
 JAN 14 9:30
 TRAVIS COUNTY
 PLANNING & BUDGET OFFICE


Pursuant to Sections 1.0051 and 1.0052 of the Travis County Policies, Procedures, and Regulations Manual, BE IT HEREBY ORDERED that Chapter 28 is amended as follows:

1. Delete the most current Chapter 28.
2. Replace the deleted Chapter 28 with the Chapter 28 attached to this Order as Exhibit 1.

AND BE IT HEREBY ORDERED that

3. Travis County elects to adopt guidelines and criteria for economic development incentives as set forth in the Travis County Policies, Procedures, and Regulations Manual, Chapter 28, "Travis County Economic Development Incentives Policy, Guidelines and Criteria" ("Guidelines").
4. Travis County adopts said Guidelines under Chapter 381 of the Texas Local Government Code and other applicable statutes.
5. Travis County intends the Guidelines adopted under this Order to direct the Travis County economic development program from the date of adoption until expiration by statute or termination by the Commissioners Court.

ADOPTED THIS 14th DAY OF JANUARY, 2014.



 Ron Davis, Commissioner, Pct. 1


 Samuel T. Biscoe, Travis County Judge



 Bruce Todd, Commissioner, Pct. 2



 Gerald Daugherty, Commissioner, Pct. 3



 Margaret J. Gómez, Commissioner, Pct. 4

EXHIBIT 1

CHAPTER 28

**TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM POLICY
GUIDELINES AND CRITERIA**

CHAPTER 28
TRAVIS COUNTY ECONOMIC DEVELOPMENT INCENTIVES POLICY,
GUIDELINES AND CRITERIA

28.001 AUTHORIZATION

(a) **General.** The Travis County Commissioners Court is authorized to develop and administer a program to stimulate business and commercial activity in Travis County pursuant to LOCAL GOVERNMENT CODE, Chapter 381 [specifically, Sections 381.004(b) and 381.004(g)], and other applicable statutes.

(b) **Purpose.** The purpose of this Policy includes the following:

(i) to encourage economic stimulation and prosperity by attracting new businesses to the County;

(ii) to enhance the County tax base by attracting new businesses that will make significant investments in new construction;

(iii) to assist with workforce development in the County by attracting companies that offer significant numbers of new jobs and/or training to current residents who are unemployed or under-employed;

(iv) to encourage diversity of the County's economy by attracting businesses that will contribute to the economy by broadening the scope of business and industry within the County; and

(v) to attract significant new businesses that also help promote the growth of other new businesses needed to provide supporting services or supplies, particularly small companies.

28.002 DEFINITIONS

(a) "Agreement," or "Incentive Agreement" means a contractual agreement between a property owner and/or lessee (and lessor) and an eligible jurisdiction granting or pertaining to an Incentive under this Policy, including any contract entered into under this Policy.

(b) "Applicant" means an authorized representative of a legal business entity who requests in writing the consideration of a proposal for Incentives under this Policy.

(c) "Commissioners Court" means the Travis County Commissioners Court.

(d) "Competitively-Sited Project" means a project where the Applicant has completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation or new operations (the project being proposed for Travis County Incentives) are actively being considered by the Applicant.

(e) "Economically Disadvantaged" means a Travis County resident who meets one of the following requirements:

(i) Has a verified income of 200% or less of the current Federal Poverty Guidelines;
or

(ii) Meets two or more of the criteria under the definition of "economically disadvantaged" under TEXAS GOVERNMENT CODE, Section 2303.402(2)(c)(1) – (9) (with documented evidence of such eligibility).

(f) "Eligible Project" means a proposed development which qualifies for Incentives under this Policy by meeting the requirements set forth in Section 28.004(a).

(g) "Eligible Property" means all property (real and business personal) subject to assessment by the Travis Central Appraisal District (TCAD) for the determination of ad valorem taxes that is the subject of any Agreement under this Policy. Eligible Property will be limited to:

(i) real property on which the facility is located (entire approved site as set forth in the Agreement);

(ii) the new construction improvements on the site; and

(iii) new business personal property placed within a facility within the same year the new facility is counted as new construction by TCAD or as agreed to in a specific phasing provision in the Agreement.

In no event shall the Incentive granted in any one year exceed the total ad valorem tax revenue received/due Travis County from the company's cumulative new construction as certified by TCAD. To be eligible and subject to receive Grant Incentives, property, both real and business personal, must also be owned by the Applicant seeking the tax incentive over the entire term of the Agreement; and taxes on that property must be paid by the Applicant seeking the tax incentive. In the case of a project that includes a leasehold interest in real estate that has been approved by the Commissioners Court pursuant to this Policy, the company may retain eligibility for incentives as long as the County is provided a copy of the lease agreement that indicates the obligation of the company to pay all ad valorem taxes (either directly or indirectly) and the company agrees to provide the County with a copy of the cancelled check indicating payment of those ad valorem taxes each year in which incentives are requested.

(h) "Employee" means a person:

(i) whose employment is permanent, full-time and non-seasonal; and

(ii) who is employed by the Applicant for Incentive for a minimum of 1,750 hours per year; and

(iii) whose employment is reflected in the Applicant's report filed with the TWC on December 31 of each year, or reflected in other acceptable company generated and certified payroll report or other documentation of employment deemed adequate by County.

It is understood that, in order to receive Incentives based on employment numbers, Applicant must also provide documentation that required health insurance benefits [see Section 28.004(a)(v)] are provided.

(i) "Grant Incentives" means the grant funds paid by County as a result of performance of obligations under an Agreement, the amount of which is based on a percentage of specified ad valorem taxes paid on certain Eligible Property pursuant to that Agreement entered into under this Policy as authorized by TEXAS LOCAL GOVERNMENT CODE, Chapter 381, and other applicable laws, rules, regulations and policies.

(j) "Incentive(s)" means the benefit granted under an Agreement entered into pursuant to this Policy and applicable statutes, including the Grant Incentives.

(k) "Investment" means the capital investment made by the Applicant in new construction and new taxable business personal property as indicated in documentation rendered to TCAD annually. Rendition to TCAD is required by County in order to receive Incentives under this Policy. Applicant will provide a copy of that rendition to County with its reporting information. The Investment total will not include payroll, cost of goods sold, or any other investment not directly related to Eligible Property, as determined by County.

(l) "PBO" means Travis County Planning and Budget Office.

(m) "Prevailing Wages" means the wages rate identified by the Travis County Purchasing Office at the time of construction of the Facility as meeting applicable federal and state law (including Texas Government Code, Chapter 2258) establishing those rates for public works projects.

(n) "Taxable Value of Eligible Property" means the certified appraised value of Eligible Property, as finally determined by TCAD.

(o) "TCAD" means Travis Central Appraisal District.

(p) "TCEQ" means the Texas Commission on Environmental Quality.

(q) "TWC" means the Texas Workforce Commission.

(r) "Veteran" means any person who has served honorably in the armed forces of the United States.

28.003 AUTHORIZED FACILITIES

(a) **Preferred Facilities**. In considering an application for Incentives under this Policy, preference will be given to an Applicant if it seeks to locate any of the following within Travis County:

(i) **Convergence Technology Facility**, defined as a company engaged in research and development activities, computer and other electronic systems and hardware design or testing, software development, testing, or publishing, wireless telecommunications, or related product manufacturing.

(ii) **Creative Media Facility**, defined as a company engaged in the creation, development, production and distribution of musical works, motion pictures, television and other forms of video programming and content, video games, advertising and informational content.

(iii) **Green Industries**, defined as companies engaged in clean energy and resource conservation. "Clean energy" includes research and development, headquarters or manufacturing projects that involve any type of energy efficiency, energy storage, energy resource conservation,

renewable energy or alternative fuel technology. "Resource conservation" includes companies involved in the research, development and manufacturing of products focused on improved efficiency and availability of natural resources including clean air and water.

(iv) Corporate/Professional Headquarters, defined as the main office from which a regional, national or international organization is managed. Typical functions that occur in these types of offices include executive decision-making and strategy, sales and marketing, human resources, financial operations, advanced information technology operations, consulting and training. The chief executive officer for the region for which this location serves as a headquarters must be based at the location.

(v) Healthcare and Life Sciences Facility, defined as companies in the fields of healthcare, biotechnology, pharmaceuticals, biomedical technologies, life systems technologies, environmental, biomedical devices, and organizations and institutions that devote the majority of their efforts in the various stages of research, development, testing, technology transfer, commercialization or manufacturing.

(vi) Regional Live Entertainment or Fine Arts Facility, defined as buildings and structures, including fixed machinery and equipment, used as a venue for live entertainment or the display of fine arts through the admission of the general public where a substantial percentage of users reside at least 100 miles from any part of the County.

(vii) Research and Development Facility, defined as buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials, the production processes of such, or current technology in biomedicine, electronics or pre-commercial emerging industries.

(viii) Economically Disadvantaged Job Provision. A business that will provide substantial opportunities for employment for Economically Disadvantaged individuals.

(ix) Other. Other businesses approved by the Commissioners Court that will provide substantial opportunities to enhance or diversify the County's economy.

(b) Retail Developments. Developments which are primarily for retail may be reviewed on a case-by-case basis to determine eligibility for Incentive, but will not be considered as preferred development proposals.

(c) Leased Facilities. Existing leased facilities will only be eligible for Incentives under this Policy if:

(i) the minimum investment requirement [Section 28.004(a)(i)] is met for new construction by the renovation or building of facilities or addition of business personal property, which are certified by TCAD as new construction; and

(ii) the company shows proof of: obligation of company in the leasehold agreement to pay all ad valorem taxes (either directly or indirectly); payment by the company of the ad valorem property taxes related to such new construction and/or eligible business personal property; and

(iii) the amount of the Incentive is based only on business personal property or real property improvements certified as new construction by TCAD.

If the above conditions are met and leased property will be utilized for new construction that is granted a tax Incentive, the Agreement will be executed with both the lessor (owner) and lessee of the land on which the facility is located provided that the term of the lease is equal to or exceeds the term of the Agreement.

(d) Findings. An agreement cannot be entered into unless the Commissioners Court finds: that the terms of the Agreement and the Property subject to the Agreement meet the applicable guidelines and criteria set forth in this Policy; and that the development of the Project will result in substantial immediate and long-term financial benefit to Travis County and significant financial benefit to other taxing entities within Travis County.

(e) Commissioners Court Ownership. Property that is owned or leased by a person who is a member of the Commissioners Court (or staff of such member) is excluded from receiving Incentives under this Policy.

28.004 BASE INCENTIVE

(a) Eligible Project. To be eligible for consideration for the base Incentive a project must meet the following criteria:

(i) Investment. Include additions of investment in new construction of Eligible Property, as certified by TCAD, which totals at least twenty-five million dollars (as shown by the Applicant's annual tax rendition, a copy of which will be provided to County) by January 1 of the tax year that will commence immediately following the year in which the construction period defined in the Agreement is completed or the year in which the Incentive begins;

(ii) Job Transfer. Not solely or primarily have the effect of transferring employment from one part of the County to another;

(iii) New Job Creation. Provide additional full-time, non-seasonal jobs for at least 100 Employees within the time period or periods set forth in the Agreement, with additional Incentive available for more than 100 new jobs [(see Section 28.004(a)(iii)];

(iv) Competitively Sited Project. Be a competitively sited project meeting all applicable provisions of this Policy;

(v) Benefits. Have a human resources benefits policy:

(A) meeting all applicable state and federal requirements, including provision of health benefits at a level which, as determined by the Commissioners Court, meet or exceed the requirements of the Patient Protection and Affordable Care Act in effect as of the date of the adoption of this Policy; and

(B) including the Applicant's offering group coverage or contribution to health benefits in a dollar amount that provides meaningful opportunity for all workers to purchase coverage for all Employees and Employee family members ("all" Employees and Employee family members defined to include same sex/domestic partners).

(vi) Location. An Eligible Project must be located in a Travis County Regional Activity Center located in an area:

- identified in a comprehensive plan (a plan adopted, or to be adopted, by the Commissioners Court for the long-range development of the unincorporated area of the County which is used to coordinate and guide County programs);
 - a Conservation Development that conforms to the provisions of the County Conservation Development Order (Travis County Code, Chapter 82, Subchapter A);
 - areas consistent with the City of Austin Growth Concept Map;
- or
- in another targeted area specifically identified by Travis County for economic development preference at the time this Policy is approved or at any time this Policy is in effect.

A specific Regional Activity Center, Conservation Development, or other area described above must be identified in the Agreement approved by the Commissioners Court and cannot be added to the Agreement at a later date.

(vii) Equal Employment Opportunity Policy. Provide County with a copy of the Applicant's equal employment opportunity policy. If the Applicant does not have a written equal employment policy at the time of application, Applicant may provide County with a written plan for adoption of such policy, to be completed and provided to the County prior to any Agreement being executed. NO Agreement will be entered into until the copy of the policy is provided to County;

(viii) Cash-Positive Evaluation. Have been evaluated using an economic development software program (currently, webLOCI, but subject to change at County's discretion) which calculates the benefits and costs to the County from Incentive deals, including the payments and the cost of County services, with such evaluation having a cash-positive result; and

(ix) Salary/Benefits Requirements.

(A) Salaries – Construction Workers and Company Employees. Provide salaries to all Employees, including contract Employees and employees hired by contractors for construction of the Company's facilities related to the incentive Agreement, at an hourly wage that equals or exceeds the County's established minimum wage.

(B) Construction Workers Requirements.

(1) Workers' Compensation Insurance. All construction workers must be covered by workers' compensation insurance.

(2) Complaints. Company will provide adequate signage at all construction sites for the facilities advising construction workers of the above requirements and of the workers' right to deliver complaints related to non-compliance to Travis County through the Travis County PBO.

(3) Other Construction Requirements. Meet specified County requirements related to wages (see Section 28.004(a)(ix) above) and safety conditions for employees hired by contractors for construction of the Company's

facilities related to the incentive Agreement. Safety requirements include provision of OSHA safety training for all construction workers and the provision of an OSHA certified inspector on all construction sites.

(4) **Documentation.** Company will be responsible for ensuring that the General Contractor provides Company adequate documentation of compliance with subsection (ix)(B) above and allows monitoring/audit by County of construction contracts and payroll and construction sites, where determined by County to be necessary to determine compliance.

(x) **Minority Business Requirements.** Meet the requirements of the County's current HUB (Historically Underutilized Business) program policy (available from the Travis County Purchasing Office), if Company seeks incentives only from County. If Company seeks incentives from the City of Austin and Travis County, Company must comply with the City of Austin's MBE/WBE Ordinance, and such compliance will be deemed to be sufficient to meet the County's requirements regarding minority business participation.

A proposal which meets the above criteria will be considered an Eligible Project. This establishes initial eligibility but does not ensure the granting of Incentives by Travis County.

(b) **Base Incentive Amount.** An Eligible Project may receive a base Incentive of up to 45% of ad valorem taxes on new value of Eligible Property if the Applicant shows a minimum investment as set forth in Section 28.004(a)(i), with the percentage determined as follows:

Investment Amount	Base Incentive Percentage
\$25 Million to \$100 Million	up to 25%
\$101 Million to \$200 Million	up to 33.5%
More than \$200 Million	up to 45%

28.005 ABOVE BASE INCENTIVE.

(a) **Maximum Incentive.** No Incentive will be granted that exceeds eighty percent (80%), regardless of the total above-base requirements that an Applicant may fulfill. Additional Incentives above the base may be considered as set forth in this Section 28.005.

(b) **Jobs.**

(i) **Additional Incentive.** An additional Incentive of up to fifteen percent (15%) may be granted based on Employee jobs created as follows:

Number of Jobs	Additional Incentive Percentage
100 – 150	up to 6%
151 – 200	up to 10%
201 +	up to 15%

(ii) **Advertising.** To qualify for additional Incentive for jobs created, Applicant must advertise jobs and provide documentation of such on public job boards (i.e., Workforce Solutions) and other resources as identified by County.

(c) **Residency.** An additional Incentive of 5% may be granted if the Company fills at least 50% of its new positions for the project with Travis County residents. For purposes of this requirement, "residency" will be defined as having a permanent address within Travis County and not having worked for the Company prior to the Effective Date of the Agreement.

(d) **Leadership in Energy and Environmental Design (LEED) Certification.**

(i) **Additional Incentive.** An additional Incentive of up to five percent (5%) may be given for Leadership in Energy and Environmental Design (LEED) certification.

(ii) **Level of Certification.** If the owner or lessee of a new commercial facility or an existing facility to be adapted or renovated has registered with the U. S. Green Building Council (USGBC) seeking LEED Certification, then PBO may recommend approval of an additional Incentive based upon the level of certification obtained after completion of construction as follows:

LEED Certification Level	Additional Incentive Percentage
Basic	up to 2%
Silver	up to 3%
Gold	up to 4%
Platinum	up to 5%

(iii) **Registration.** Applicant must be registered with USGBC seeking LEED Certification prior to submitting its application for additional LEED Incentive to the County. The additional Incentive for LEED shall not commence until construction of the project is completed and LEED Certification is obtained by the Applicant and acceptable documentation provided to County of that certification.

(e) **Economically Disadvantaged Hiring/Training.** An additional Incentive of up to ten percent (10%) for training and/or hiring of Economically Disadvantaged residents may be granted as follows:

(i) **Option A – Needs Based Scholarships.**

(A) **Scholarship.** Applicant may pursue additional Incentive under this subsection 28.005(e) by providing needs based scholarships covering at least 50% of the full tuition cost of a degree or certification (with "tuition" being defined to include all required fees, books and actual tuition costs) to Economically Disadvantaged individuals.

(B) **Number.** Scholarships under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment annually. For example, if Applicant will have 200 full time Employees, Applicant would have to fund 20 scholarships.

(C) **Administration.** The administration of the needs based scholarship must be provided through an institute of higher education, an independent school district, or a workforce training program approved by Travis County. Verification of the funding for and the distribution of the needs based scholarship shall be provided by the educational or workforce training program administering the program.

(ii) Option B – Full Time Employment – Company Employees.

(A) Employment. Applicant may pursue additional Incentive under this subsection 28.005(e) by providing full time employment to Employees who have been participants in any needs based scholarship program or workforce training program approved by Travis County.

(B) Number. Employment under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment annually. For example, if Applicant will have 200 full time Employees, Applicant would have to hire and retain 20 Economically Disadvantaged individuals to qualify for the additional incentive.

(C) Administration. Verification of the employment of Economically Disadvantaged Travis County residents shall be met through documentation by the Applicant that:

(1) the full time Employee has been a recipient of any qualifying based scholarship (as approved by County) within the last four years; or

(2) the full time Employee has completed a workforce training program approved by Travis County within the last four years.

(iii) Option C – Monetary Donations.

(A) Donation. Applicant may pursue additional Incentive under this subsection 28.005(e) by providing a specified monetary donation (the amount to be included in the Agreement) to a workforce training program approved by Travis County or to an established Travis County workforce training fund, if such a fund is established.

(B) Administration. Verification of the donation to the workforce training program must be provided by that program; verification of the donation to a Travis County funds will be provided by County.

(iv) Option D – Other Participation. Applicant may pursue additional Incentive under this subsection 28.005(e) by participating to the level negotiated in the Agreement in an approved Travis County program designed to enhance workforce training/hiring of Economically Disadvantaged. For example, Applicant could agree to participate by providing a specified number of internships under the County summer youth employment program.

(v) Other Requirements. If Applicant pursues additional Incentive under Option A or Option B above:

(A) Pre-Approval. Travis County, through Travis County Health, Human Services and Veterans Services, must pre-approve any proposal by the Applicant under this subsection 28.005(e) as to the educational institution, program or needs based scholarship program.

(B) Addition to Agreement. At the request of the Applicant, and at the discretion of the Commissioners Court, a training and hiring Incentive provision [as set out in this subsection 28.005(e)] may be added as an amendment to a prior Incentive

Agreement approved by Commissioners Court. Additional Incentive for such added provision will only be granted effective as of the date of the fully executed amendment.

(f) Construction Workers – Hiring and Wages Incentives.

(i) Additional Incentives. Applicant may pursue additional incentives under this subsection 28.005(f) as follows:

(A) 10 % additional incentive if 15% of the hours completed on construction of the Eligible Project are completed by employees who qualify as Economically Disadvantaged;

OR

(B) 10% additional incentive if 10% of the hours completed on construction of the Eligible Project are completed by employees who are Veterans.

OR:

(C) 5% additional incentive if all employees hired to construct the facilities subject to the incentive agreement receive an hourly wage equal to or greater than the Travis County Prevailing Wages, as defined in Section 28.002(m) of this Policy.

Applicant may select only one of the above [28.005(f) (A), (B), or (C)] for a maximum additional Incentive under this subsection 28.005(f) of 10%.

(ii) Administration. Verification of the Economically Disadvantaged status, Veteran status or receipt of Prevailing Wages of employees hired by contractors for construction of the Eligible Project must be provided to the County by the Applicant, as well as documentation of the actual worker hours completed on the Eligible Project (total hours of construction and hours completed by workers qualified as Economically Disadvantaged or Veterans).

(g) Above Base Incentive Limitation. Notwithstanding the description of potential above-base incentives described in this subsection 28.005, a company **CANNOT** receive a total Incentive amount under this Policy of more than 80%.

28.006 PROCESS

(a) **General.**

(i) Initial Proposal. A company will make written application for Incentives pursuant to the applicable provisions of this Policy. PBO will review the initial application and make recommendation to the Commissioners Court regarding the proposal. The Commissioners Court will, at its sole discretion, determine whether to grant the Incentive, the level of the Incentive to be granted and the terms of the Agreement.

(ii) No Limitation. Nothing in this Policy is meant to or will be construed to limit the discretion of the Commissioners Court to decide whether to enter into a specific Agreement; or limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application or request

for Incentive; or create any property, contract or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for Incentives.

(b) **Application Package.** Components of a complete application package establishing minimum qualifications for a base Incentive will include:

- (i) a completed Travis County Application form (Exhibit 1 of this Policy);
- (ii) a non-refundable check in the amount of \$1,000.00 payable to Travis County to reimburse the County the reasonable cost of proposal evaluation; and
- (iii) a completed narrative prepared in accordance with the template provided in the County application including, but not limited to:
 - (A) an investment budget detailing components and costs of the Eligible Property for which Incentive is requested, including type, number, economic life and eligibility for a tax exemption granted by TCEQ, if known;
 - (B) a map and legal description of the property/properties, if a location or alternate locations have been identified, with the understanding that this information will be provided prior to the execution of the Agreement if not available at the time of application;
 - (C) a time schedule for undertaking and completing the proposed improvements;
 - (D) a ten-year environmental and worker safety compliance history for all facilities located within the State of Texas and owned in whole or in part by the Applicant, as defined in "Environmental and Worker Safety Qualification;
 - (E) an affidavit by the Applicant affirming that the application is a Competitively-Sited Project and acknowledging that documentation confirming the competitive process will be provided to County if an Incentive is granted by Travis County prior to the execution of the final Agreement; failure to provide the acceptable documentation of being a Competitively-Sited Project will result in the termination of Agreement negotiations;
 - (F) information pertaining to the reasons that the requested Incentive is necessary to ensure that the proposed project is built in the County (i.e., documentation supporting the assertion that "but for" an Incentive, the stated project could not be constructed in the County);
 - (G) copies of the report filed with the TWC for December 31 of the last complete year prior to the filing of the application documenting the current number of full time non-seasonal Employees, and full-time contract Employees , if any, at the time the application is submitted. Applicant may substitute another company-generated and certified payroll report or other documentation of employment for the previous year deemed adequate by County to provide the above information;
 - (H) financial and other information as the County deems appropriate for evaluating the financial capacity and other factors of the Applicant's proposal; and

(I) certification prepared by the Travis County Tax Assessor-Collector stating that all tax accounts within the County are paid on a current basis.

Additional information required for Incentives, particularly above base Incentives, may be included if the Applicant desires those proposal to be considered or may be requested on a case by case basis.

(c) **Additional Information – Leased Facility.** The Applicant will provide County, as a part of the application package, the name and address of the lessor and a copy of the proposed lease agreement, or option contract (with a final copy of the executed lease to be provided to County prior to execution of the Agreement). In the event a lease or option contract has already been executed with the owner of the site, the document should include a provision whereby Incentive Applicant may terminate such contract or lease in the event that the County does not grant an Incentive. Leased property will only be considered for Incentives as to the Eligible Property being proposed. The lease term must extend for at least as long as the requested Incentive Agreement term and the Lease agreement must include the requirement that the Company pay the Ad Valorem taxes (either directly or indirectly) throughout the term of the Agreement.

(d) **Initial County Review by PBO.** Any current or potential owner or lessee of taxable property in the County may request an Incentive by filing a completed application (an application which includes all information set forth in this Policy and deemed necessary by County to make a full assessment of the proposal) with the County Judge, with a copy to PBO prior to any public expression of a site selection decision. The County Judge's office will notify the Commissioners Court of receipt of an application for Incentive and PBO will begin the assessment pursuant to this Policy. PBO may request additional information and clarification from the Applicant as necessary to complete the application. PBO, in consultation with the County Judge, will create an assessment of the proposal and make a best effort to respond to a completed application in a timely manner upon receiving the completed application and completing the financial analysis. The response will include notification by PBO which either:

(i) notifies the Applicant in writing that the Travis County Commissioners Court will not take up the application for consideration; or

(ii) notifies the Applicant in writing that consideration of the application will be set for consideration by the Travis County Commissioners Court.

(e) **County Assessment of Application.** Upon receipt of a completed application and completion of the necessary financial analysis, PBO shall determine whether a project meets the minimum threshold for consideration by the Travis County Commissioners Court for a base Incentive and any additional Incentive under this Policy. If PBO determines that the threshold has been met, or that the proposal warrants consideration with the possibility of waivers, PBO shall offer the application for consideration by the Travis County Commissioners Court at a regularly scheduled voting session. County will make every effort to offer the application for consideration by the Commissioners Court in a timely manner after receipt of the completed application and completion of the financial analysis.

(f) **Consideration.** The Commissioners Court will consider the proposed application for any Incentive in a regularly scheduled voting session with opportunity for public comment.

28.007 LIMITATIONS

(a) **County Indebtedness.** No Incentive shall be approved or allowed if the Applicant is indebted to the County or any other local taxing jurisdiction for past due ad valorem taxes or other obligations.

(b) **Incentive on New Value.** Incentives may only be granted for the increase in taxable value of Eligible Property on or after the effective date of the Agreement granting the Incentive if the Eligible Property is listed by kind or type in the Agreement between the County and Applicant, subject to such limitations as the Commissioners Court and the TEXAS TAX CODE (and other applicable statutes) may require.

(c) **Duration.** An Incentive Agreement between Travis County and an Applicant (and, if applicable, the Applicant's lessor or lessee) shall remain in effect for up to but not more than ten (10) years.

(d) **Failure to Meet Requirements.** No Incentive shall be given for any year in which the Eligible Project fails to meet the contractually-defined minimum new investment requirements and job requirements as set forth in the Agreement, and any other requirements as specified in the Agreement.

(e) **Prior Construction or Improvements.** The County will not enter into an Incentive Agreement if it finds that an application was received after a project commenced construction or installation of improvements which are proposed to be considered for Incentive.

(f) **Non-Compete Agreements.** An Incentive will not be granted for projects whose competitive siting consists only of consideration of taxing jurisdictions that have agreed with County to forego the use of tax incentives in competing with the County for such projects.

28.008 AGREEMENT TERMS

(a) **Negotiation.** After the approval of the general concept of the initial proposal by the Commissioners Court, the County may negotiate and execute an Agreement with the owner of the facility (and/or lessee/lessor, where applicable) as required by this Policy and applicable law. Travis County will make all reasonable efforts to execute an Agreement in a timely manner upon the Court's approval to commence negotiations.

(b) **Terms.** The terms of the Agreement will include:

(i) **Annual Certification.** A requirement that the Applicant annually submit (or provide acceptable access for monitoring purposes) notarized written certification to PBO of compliance with the Agreement terms, including the following:

(A) A January Employee count for the Eligible Project which is the subject of the Agreement which corresponds to Employee counts reported in the facility Employer's Quarterly Report to TWC (or other acceptable company-generated and certified payroll report or other documentation of employment deemed adequate by County) for the quarter most recently ended at calendar year-end;

(B) A description of employment, including: the number of jobs created as a direct result of the improvements which are the subject of the Incentive Agreement; the number of Employees in other facilities located within Travis County; and the

compliance with the environmental and worker safety requirements in the Agreement for the preceding calendar year, as of January 1, as required by the Agreement;

(C) A copy of the tax bill for the year for which Incentives are claimed and proof of payment; and

(D) Other reporting data and documentation necessary to confirm compliance with all terms and conditions of the Agreement and to evaluate long-term effects of the performance of the Agreement terms.

Submission of all required reporting information shall be used to determine Incentive eligibility and shall be subject to audit if requested by the Commissioners Court. Failure to submit will result in the ineligibility to receive an Incentive. Company is ultimately responsible for providing County with all necessary documentation of compliance, regardless of whether that documentation is created and maintained by the Company or by a contractor or other third party.

(ii) Monitoring. A provision requiring the Applicant to allow the County or other authorized representatives (including third-party consultant/auditor) to have access and the ability to review and evaluate all Applicant information and data related to the performance of the Agreement on-site or as provided to County to confirm compliance and to perform other evaluation of long-term results of the Agreement.

(iii) Permits. A requirement that the owner or lessee will:

(A) obtain and maintain all required permits and other authorization from the United States Environmental Protection Agency and the TCEQ for the construction and operation of its facility and for the storage, transport and disposal of solid waste; and

(B) seek a permit from the TCEQ for all grandfathered units on the site of the facility by filing with the TCEQ, within three years of receiving the Incentive, a technically complete application for such a permit.

(iv) Competitively Sited Documentation. A requirement that the Applicant provide to PBO within one month of executing the Agreement documentation confirming the Eligible Project was in fact part of a competitively-sited process where applicable. Documentation may include, but will not be limited to:

(A) documentation (correspondence or financial information) presented to the Applicant by other taxing jurisdictions; and

(B) results of a competitive site survey conducted by Applicant (or consultant for the Applicant).

Failure to provide this documentation confirming a competitively-sited process will make any Incentive Agreement null and void or subject to a reduction in Incentive, as determined by the Commissioners Court.

(v) Recapture. A requirement for recapture of the Incentive received by Applicant for the last five (5) years of the Agreement if the Applicant fails by the termination date to fulfill the requirement for the total Investment amount and the total number of new jobs to be created.

(vi) Hiring. A statement certifying that the Applicant does not and will not knowingly employ an undocumented worker; and, if after receiving Incentives under the Agreement, the company is convicted of a violation under 8 U.S.C., Section 1324a(f), the company will repay the amount of Incentive, with interest at the rate and according to the other terms of the Agreement not later than the 120th day after the date the company is notified by County of the violation.

(vii) Commissioners Court Ownership Statement. A statement whereby the Applicant warrants that none of the Property subject to the Agreement is owned or leased by any member of the Commissioners Court (or staff of such member).

(viii) Other Terms. Other terms and conditions as required by applicable law or determined by the Commissioners Court to be necessary.

28.009 OTHER PROVISIONS

(a) Assignment. An Incentive Agreement may be assigned to a new owner or lessee of a facility with the prior written consent of the Commissioners Court, which consent will not be unreasonably withheld. Any assignment shall provide that the assignee will irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the Agreement. Any assignment will be to an owner that continues the same improvements or repairs to the property (except to the extent such improvements or repairs have been completed), and continues the same use of the facility as stated in the original Agreement with the initial Applicant. No assignment will be approved if the assignor or the assignee is indebted to the County for past due ad valorem taxes or other obligations.

(b) Amendments and Waivers

(i) Agreement Changes. Amendment of any Agreement entered into under this Policy can only be made by written instrument signed by all parties, and only so long as the terms and conditions of the amendment reflect provisions which could have been included in the original Agreement under this Policy and which meet all applicable statutory requirements. Submissions for amendments to an Agreement will be made in writing to PBO.

(ii) Waivers of Policy Requirements. The Commissioners Court reserves the right to waive any provision of this Policy that is not required by law upon determination that the waiver requested does not violate the purpose of the Policy and is in the best interest of the County.

(c) Application of Policy. Application of this Policy will be implemented as of the effective date set forth in Section 28.010; however, the Commissioners Court may consider the terms of this Policy as guidelines in evaluating proposals for Incentives submitted prior to the adoption of this Policy as desired by the Commissioners Court.

28.010 SUNSET PROVISION. The guidelines and criteria set forth in this Policy are effective November 27, 2012, and will remain in place unless earlier terminated by the Commissioners Court.

EXHIBIT 1

Travis County Application Form

Please return to Travis County Planning & Budget Office, 700 Lavaca, Ste 1560, Austin TX 78701

Travis County Economic Development Incentive Application

Travis County Planning & Budget

The Economic Development Incentive Application is intended for internal Travis County economic development analysis and efforts will be made to restrict circulation of the information included on the form to appropriate members of the Travis County Planning & Budget Office and County Attorney's Office. However, please note that the Texas Open Records Act provides that information collected, assembled, or maintained by the County under a law or ordinance or in connection with the transaction of official business is generally considered to be public information. However, the Texas Public Information Act does provide that information relating to economic development negotiations with a business prospect is withheld from disclosure unless and until an agreement is reached. If an agreement is ready for Commissioner Court consideration, this document will be posted as Commissioner Court agenda back up for public disclosure.

Contact Information

Legal Name of Company: _____

Company's Authorized Representative:

Name: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Mailing Address: _____

Business Description

Please list other business locations

Project Information

Project Description

Please describe the Project Location

Approximate Construction Start Date: _____

Approximate Completion Date: _____

Type of Facility:

- Convergence Technology
- Creative Media
- Green Industry
- Corporate/Professional Headquarters
- Healthcare and Life Sciences
- Regional Live Entertainment or Fine Arts
- Research and Development
- Create Substantial Employment Opportunities for Economically Disadvantaged

Other Benefits

Will Company seek LEED Certification for a new facility?

Yes

No

If yes, what level?

Basic

Silver

Gold

Platinum

Will the project be located in either in an area consistent with City of Austin Growth Concept Map, a County Regional Activity Center or Conservation Development?

Yes

No

Please describe (or attach) Company's Equal Employment Opportunity and/or Diversity Hiring policy

Please describe (or attach) any charitable, volunteer or community outreach programs in which the Company is involved, or plans to become involved, in Travis County.

Will the company, hire economically disadvantaged individuals, provide scholarships or donate to a Travis County Workforce Training Fund?

Yes

No

Please describe program for economically disadvantaged individuals

Please list any other comments related to this project that the Company wishes to communicate to the Commissioners Court for consideration of an incentive.

To the best of my knowledge, the information included in this Travis County Economic Development Incentive Application Form is true and correct, as evidenced by my signature below.

Signature: _____

(Company Representative)

Date: _____

STATE OF _____ }

COUNTY OF _____ }

**AFFIDAVIT AS TO
COMPETITIVELY-SITED PROJECT
TRAVIS COUNTY ECONOMIC DEVELOPMENT POLICY**

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Name of Company: _____

County of Company: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Company to make this Affidavit for Company.
2. Affiant is fully aware of the facts stated in this Affidavit.
3. Affiant can read the English language.
4. Affiant understands that, pursuant to the Travis County Economic Development Incentives Policy, Guidelines and Criteria ("Policy"), "Competitively-Sited Project" means a project where the Company making the request for economic incentives has completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation or new

operations (the project being proposed for Travis County Incentives) are actively being considered by the Company.

5. Affiant affirms that the project subject to the incentives agreement with Travis County is a Competitively-Sited Project as defined herein, and acknowledges that Company will, within one month of execution of the economic incentives agreement, provide Travis County with documentation confirming the project was in fact part of a competitively-sited process with such documentation as set forth in Section 28.008(b) (iv).

SUBSCRIBED AND SWORN TO before me by: _____ on ____, 20__.

Notary Public, State of Texas

Typed or printed name of notary

My commission expires: _____

ATTACHMENT F
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM DECLARATION

Section 1 – HUB Program Declaration Requirements
ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

Guidelines for Complying with the Travis County Historically Underutilized Business (HUB) Program:

The Company and all prime contractors/consultants agree: (i) to make a “good faith effort” to achieve HUB participation; and (ii) to create an internal HUB program using this Exhibit F as a guideline.

GENERAL INFORMATION

(a) In an effort to further stimulate and positively impact the local economy the Company shall use good faith efforts to provide “Certified HUBs”, as defined herein, an equal opportunity to participate in the Project as contractors, consultants, subcontractors, or subconsultants.

(b) A “subcontractor,” for the purpose of this section, is defined as any contractor who provides supplies, materials and/or services to a second contractor if the supplies/materials/services are used in fulfillment of the second contractor’s contractual obligations with the Company or his prime contractors or consultants.

(c) In an effort to meet the “project-specific” gender- and ethnic-specific utilization goals, the Company shall implement an outreach program designed to solicit participation of HUBs, M/WBEs, and DBEs. The Company shall submit documentation demonstrating its own efforts and the good faith efforts of the architects/engineers and prime contractors engaged by the Company to meet the County’s goals. If the Company provides documentation to the County’s Purchasing Office evidencing its own and its architects’/engineers’ and prime contractors’ good faith efforts, the Company shall be deemed in compliance with this HUB Program requirement. The County and the Company acknowledge that this obligation does not require the Company to modify, nullify or abrogate any contracts that the Company or its Affiliates have entered into prior to the Effective Date of the Agreement.

(d) The Company shall notify the Purchasing Office HUB Program staff when the Owner desires assistance in its efforts to meet the gender- and ethnic-specific HUB utilization goals. This assistance may include: (i) providing a list of certified HUBs, M/WBEs, and DBEs from which the Company may solicit, or cause its architects/engineers or prime contractors to solicit, participation in the design and construction of any improvements; (ii) scheduling and hosting outreach meetings; and (iii) attending pre-solicitation meetings.

(e) The County neither warrants the capacity nor guarantees the performance of any HUB, M/WBE (“HUB Contractor”), or others listed on the four directories. All contracts entered into by the Company or each prime contractor or consultant engaged by the Company are entered into freely by the Company and are the responsibility of the Company.

(f) Company must comply with all HUB requirements set forth in the Agreement and its internally developed policy to provide opportunities for HUB participation in replacing subcontractors if necessary.

(g) The County reserves the right to conduct periodic audits upon the terms set forth in the Agreement for the purpose of verifying compliance with HUB Program requirements

Good Faith Effort (GFE) Requirements

Travis County is committed to promoting full and equal business opportunities for HUBs. To advance this objective, Respondents must demonstrate a GFE to include HUB participation on this project by fulfilling one of the following options:

- ❖ Option A : Respondent is certified as a HUB and self-performs all work for this project.
- ❖ Option B : Respondent meets or exceeds the overall HUB goal by subcontracting to HUBs.
- ❖ Option C : Respondent proposes only HUBs to fulfill all subcontracting opportunities identified in the Declaration and substantially meets the HUB goal (i.e., 50% or more of the HUB goal).
- ❖ Option D : If Respondent cannot meet or substantially meet the overall HUB goal (i.e., Options A– C do not apply), then Respondent shall follow the outreach requirements as described in Section 4 of this Declaration. Respondent must also submit the required documentation evidencing compliance with the outreach requirements.

Recognized HUB Certifications

For the purposes of Travis County, a business must hold one of the following certifications to be considered a certified HUB:

City of Austin Small and Minority Business Resources Department:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Owned Business Enterprise

Directory: https://www.austintexas.gov/financeonline/account_services/search/vendors/

State of Texas Comptroller’s Office:

- Historically Underutilized Business

Directory: <https://mycpa.cpa.state.tx.us/tpasscdblsearch/tpasscdblsearch.do>

Texas Unified Certification Program (TUCP):

- Disadvantaged Business Enterprise

Directory: <https://txdot.txdotcms.com/FrontEnd/VendorSearchPublic.asp>

South Central Texas Regional Certification Agency (SCTRCA):

- African American Business Enterprise
- Asian American Business Enterprise
- Disabled Business Enterprise
- Disadvantaged Business Enterprise
- Hispanic American Business Enterprise
- Minority Business Enterprise
- Native American Business Enterprise
- Veteran Business Enterprise
- Women Business Enterprise

Directory: <https://sctrca.sctrca.org/FrontEnd/vendorsearchpublic.asp>

Section 2 – Respondent Information and Overall Subcontracting Intentions

**TESLA, INC. ELECTRIC VEHICLE MANUFACTURING PLANT
ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**

PHASE: _____

BID PKG: _____

Complete the information in the following table.

Company Name/DBA:			EIN/VID:		
Address:		City:		State:	
				Zip:	
Contact:			Phone:		E-mail:
Contact for Invoicing:			Phone:		E-mail:
Bid Amount: \$		HUB Subcontractor %:		% Non-HUB Subcontractor %:	
Respondent is a certified HUB: <input type="checkbox"/> Yes <input type="checkbox"/> No			Ethnicity:		Gender:
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas <input type="checkbox"/> TUCP <input type="checkbox"/> SCTRCA <input type="checkbox"/> Other					

GFE Options

Review the GFE options described in Section 1, check the box next to the GFE option you will fulfill, and complete the corresponding section(s).

- Option A (Complete Section 2)
- Option B (Complete Sections 2 and 3)
- Option C (Complete Sections 2 and 3)
- Option D (Complete Sections 2, 3, and 4)

Affirmation

As evidenced by my signature below, I affirm that I am an authorized representative of the Respondent named above and, to the best of my knowledge, the information and supporting documentation submitted with this Declaration is true and correct.

Printed Name: _____

Title: _____

E-mail Address: _____

Signature: _____

Date: _____

Check any that apply:

- I am interested in information about the Travis County Advisor Apprenticeship Program (TCAAP).
- I am interested in participating in face-to-face meetings with HUB vendors.

Section 3 - Disclosure of ALL Subcontractors

Check the box to indicate whether you intend to utilize subcontractors on this project:

I will be utilizing subcontractors. I will not be utilizing subcontractors.

If the first box was selected, please identify all subcontractors, including second- and third-tier subcontractors, in the space provided below.

Company Name/DBA:			EIN/VID:			
Address:		City:		State:		Zip:
Contact:		Phone:		E-mail:		
Subcontract Amount: \$		% of Contract: %		Description of Work:		
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No			Ethnicity:		Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas <input type="checkbox"/> TUCP <input type="checkbox"/> SCTRCA <input type="checkbox"/> Other						
Justification for not using a certified HUB (if applicable):						
Company Name/DBA:			EIN/VID:			
Address:		City:		State:		Zip:
Contact:		Phone:		E-mail:		
Subcontract Amount: \$		% of Contract: %		Description of Work:		
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No			Ethnicity:		Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas <input type="checkbox"/> TUCP <input type="checkbox"/> SCTRCA <input type="checkbox"/> Other						
Justification for not using a certified HUB (if applicable):						
Company Name/DBA:			EIN/VID:			
Address:		City:		State:		Zip:
Contact:		Phone:		E-mail:		
Subcontract Amount: \$		% of Contract: %		Description of Work:		
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No			Ethnicity:		Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas <input type="checkbox"/> TUCP <input type="checkbox"/> SCTRCA <input type="checkbox"/> Other						
Justification for not using a certified HUB (if applicable):						

Section 4 – GFE Outreach

This section should only be completed by the Respondent choosing GFE Option D under Section 2.

GFE Outreach Requirements

To fulfill GFE Option D, Respondent must:

- For each subcontracting opportunity identified, provide written notice to three (3) certified HUBs and all Community Partners and Plan Rooms at least seven (7) Working Days (as defined below) prior to the required submission date to allow the HUBs time to respond;
- Include the scope of work, information about where to review plans and specifications, bonding and insurance requirements, required qualifications, and a point of contact in the notice; and
- In order to demonstrate that Respondent has met the GFE outreach requirements, include a copy of the written notice sent to HUBs, evidence of when it was sent (e.g., printed e-mail, certified letter receipt.
 - Note: HUB Staff reserves the right to contact HUBs to confirm outreach by Respondent. A “Working Day” **does not** include weekends, County holidays, or days the County is closed by the Travis County Commissioners Court.

Outreach to Community Partners and Plan Rooms

Provide the date the notices were sent to the Community Partners and Plan Rooms in the spaces below.

Community Partners and Plan Rooms	E-mail Address	Date Notice Sent (mm/dd/yyyy)
Asian Contractor Association	asiancontractor@gmail.com	
Austin Area Black Contractors Association	brc-pro@att.net	
Austin Independent Business Alliance	rebecca@ibuyaustin.com	
Austin-Metropolitan United Black Contractors	unism@sbcglobal.net	
City of Austin Construction & Technology Center	juaquin.gonzalez@austintexas.gov	
Greater Austin Black Chamber	admin@austinbcc.org	
Greater Austin Asian Chamber of Commerce	ypersyn@austinasianchamber.org	
Greater Austin Hispanic Chamber of Commerce	membership@gahcc.org	
Texas Association of African American Chambers of Commerce	cro@taaacc.org	
Texas Association of Mexican American Chambers of Commerce	president@tamacc.org	
US Hispanic Contractors Association de Austin	ushcadeaustin@gmail.com	

Outreach to Certified HUBs

In the tables on the following page, identify the certified HUBs you contacted for each subcontracting opportunity identified in connection with this project. The directories listed in Section 1 may be used to search for potential HUB subcontractors.

Description of Work

Date:

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Description of Work

Date:

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Description of Work

Date:

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Description of Work

Date:

	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Description of Work

Date:

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Description of Work

Date:

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Amendment One to
Economic Development Performance Agreement
Colorado River Project LLC

This Amendment One is entered into by County of Travis, a corporate and political subdivision of the State of Texas (“County”) and Colorado River Project, LLC, a Delaware limited liability company, qualified to do business in Texas, (“Company”).

Recitals

County and Company entered into an Economic Development Performance Agreement which was effective as of July 14, 2020 (the “Agreement”).

Specifically, both County and Company have determined that it would be in their individual interests to extend the date for formalizing a contract about Company’s design and construction of the alternative Harold Green Road segment.

To memorialize the changes desired by both County and Company, they are entering into this Amendment One to the Agreement.

Amendments

1. Section 4.11.8 is deleted and the following section 4.11.8 is inserted in its place:

4.11.8 Company acknowledges that County has spent \$1.1 million in general obligation bond funds to design a segment of Harold Green Road to provide an emergency evacuation route for families living in Austin’s Colony and other neighborhoods east of the Property that are at high risk of flooding. Company desires to construct buildings that will prevent construction of the planned segment. Company shall (1) design and donate to County right-of-way for an alternative to the planned Harold Green Road segment intersecting a state highway other than FM 969 as a four-lane major divided arterial with sidewalks, hike and bike lanes, and other elements according to standards in Title 30, Austin/Travis County Subdivision Regulations, and the City of Austin Transportation Criteria Manual, and (2) construct the first two lanes per the approved bond project (undivided rural collector , open drainage, no curb and gutter, five foot bike lanes, six foot shoulders) by the end of 2022, subject to timely receipt of all necessary approvals. County shall pay Company \$9,600,000 for design and construction of the alternative Harold Green Road segment, with all other costs being at the Company’s expense. Company and County shall formalize details concerning the foregoing by entering into a contract by April 30, 2021, for Company’s design and construction of the alternative Harold Green Road segment on terms, other than cost

sharing, similar to those contained in County's public/private participation agreements for road projects. County shall not require Company to plat or subdivide its land in connection with this phase of the Colorado River Project.

2. County and Company hereby incorporate those portions of the Agreement that are not inconsistent with this Amendment One into it. County and Company hereby ratify the terms and conditions of the Agreement that are not inconsistent with this Amendment One and they continue in effect throughout its term.
3. This Amendment One is effective when it is approved by Travis County Commissioners Court and executed by both the County and the Company.
4. This Amendment may be executed by the parties in multiple counterparts, each one being considered an original for any purpose.

COLORADO RIVER PROJECT, LLC.

DocuSigned by:
Rohan Patel
By: _____
E22C1BC3091B460...
Rohan Patel
Assistant Secretary

Date: 2/24/2021

COUNTY OF TRAVIS, STATE OF TEXAS

DocuSigned by:
Andy Brown
By: _____
C21317DB291D47D...
Andy Brown
Travis County Judge

Date: 2/24/2021