

FIRST AMENDMENT TO THE
CONTRACT BETWEEN THE CITY OF NEW BRAUNFELS AND HD SUPPLY MAINTENANCE,
LTD.

This First Amendment is made by and between the City of New Braunfels, a home-rule City located in Texas, hereinafter referred to as “City”, and HD Supply Facilities Maintenance, Ltd., a Florida limited partnership, duly authorized to transact business in Texas (“Company”), acting by and through its officers:

WITNESSETH:

I.

WHEREAS, the global pandemic brought about by COVID-19 has resulted in federal, state and local emergency actions that have resulted in significant economic hardship for local businesses; and

WHEREAS, mandatory business closings, social distancing restrictions, and business occupancy restrictions have led to significant business interruptions and decreased revenue for local small businesses; and

WHEREAS, the original contract was entered into between the above named parties and executed on the 5th of December, 2006; and

WHEREAS, the original Contract was renewed for an additional ten years in 2015 and will continue to be in effect through December 2026; and

WHEREAS, by this Amendment to the original contract, the New Braunfels Economic Development Corporation will assume a portion of the City’s obligation to Company under the original contract for fiscal years 2020 and 2021 and the New Braunfels Economic Development Corporation will enable the City to fund the proposed COVID-19 Small Business Resource Grant Program; and

WHEREAS, the proposed COVID-19 Small Business Resource Grant Program will serve as a source of capital for New Braunfels small businesses that experienced significant business interruptions due to the COVID-19 pandemic.

NOW, THEREFORE, in consideration of the foregoing and of their respective covenants and agreements set forth herein, City and Company agree as follows:

AMENDMENT:

II.

1. Section 3 of the Contract is hereby deleted and replaced with the following:

For fiscal years 2020 and 2021, the City agrees to pay Chapter 380 payments as follows: The City will rebate on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, thirty-three and three-tenths percentage (33.3%) of the sales tax revenue received by the City of New Braunfels from the Comptroller which is verifiably connected to Company’s business activities within the City of New Braunfels described in Paragraph 1 above (the “Rebate”).

For fiscal year 2022 through the end of this Contract, the City agrees to pay Chapter 380 payments as follows: The City will rebate, on a monthly basis and after receiving the Report, confirmation from the State and any State audit adjustments, fifty percent (50%) of the sales tax revenue received by the City of New Braunfels from the Comptroller which is verifiably connected to Home Depot's business activities within the City of New Braunfels described in Paragraph 1 above (the "Rebate").

2. Except as modified by this Amendment, the Contract as previously extended through December 2026 and all terms, covenants, conditions and agreements contained therein are hereby in all respects ratified, confirmed and approved, and shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed in multiple original counterparts, but being one and the same instrument, effective as of the ____ day of August 2020.

CITY OF NEW BRAUNFELS

By: _____

ATTEST:

APPROVED AS TO FORM:

Valeria Acevedo, *City Attorney*

HD Supply GP & Management, Inc.

By: _____