

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT TO
SERVICES
AGREEMENT**

This **FIRST AMENDMENT TO SERVICES AGREEMENT** ("*First Amendment*"), is made and entered into by and between the **COUNTY OF EL PASO, TEXAS** ("*County*"), a political subdivision of the State of Texas, and **ALLIANCE FOR REGIONAL MILITARY SUPPORT**, ("*Company*"), a Texas based nonprofit corporation. Each of the County and the Company are also referred to herein as a "*Party*" and collectively as the "*Parties*:".

RECITALS:

WHEREAS, the Company and the County entered into the SERVICES AGREEMENT on the 24th day of February, 2020 ("*Original Agreement*") to support regional economic development by promoting growth in the defense and aerospace industries; and

WHEREAS, through a Professional Services Agreement, the City of El Paso has engaged Cypress International, Inc., ("Cypress") to provide the City, Region and ARMS with information, advice and assessment for the purpose of promoting growth in regional defense and aerospace industries; and

WHEREAS, the County recognizes that the Professional Services Agreement with cypress supports and potentially will benefit economic development in the White Sands, Holloman and Fort Bliss region; and

WHEREAS, the County desires to contribute financially towards the Professional Services Agreement with Cypress; and

WHEREAS, the Company wishes to accept the County's financial contribution towards the City of El Paso's Professional Services Agreement with cypress.

WHEREAS, the Company and the County wish to renew the Agreement; and

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

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

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

AGREEMENT:

1. **Term.** The Term of this FIRST AMENDMENT is one year, beginning February 10, 2021 (“Effective Date”) and ending February 9, 2022. Upon mutual agreement of the Parties, the agreement may be renewed for one (1) additional one (1) year period following the expiration of the first amendment of the initial term.
2. **Obligation of County.** County will pay the Company the sum of \$20,000 for the Term. The total amount the County shall pay over the Term of this FIRST AMENDMENT shall not exceed \$20,000.
4. **Manner of Payment.** County will provide a one-time payment to ARMS due within sixty (60) days after the Effective Date.
Payment shall be mailed to :
Alliance for Regional Military Support
1460 Common Drive
El Paso, TX 79936

GENERAL PROVISIONS

1. **Binding Effect; Assignment.** This First Amendment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
2. **Counterparts.** This First Amendment may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
3. **Amendments.** No amendment of any provision of this First Amendment shall be valid unless the same shall be in writing and signed by each of the Parties hereto.
4. Except as set forth in this First Amendment, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Original Agreement or any earlier amendment, the terms of this First Amendment will prevail.

(Signatures follow on next page.)

IN WITNESS WHEREOF, the Parties execute this First Amendment:

COUNTY OF EL PASO, TEXAS:

Ricardo Samaniego
El Paso County Judge
Date: 03/__/2021

APPROVED AS TO CONTENT:

Betsy Keller
Chief Administrator

APPROVED AS TO LEGAL FORM:

X
Assistant County Attorney

ARMS:

Gustavo Rodriguez
Date:

John Bailly
Date:

A.F. Thomas
Date:

Lance Lehr
Date

Richard Dayoub
Date: