

**FIRST AMENDMENT
TO THE CONSULTING AGREEMENT
BY AND BETWEEN THE
COUNTY OF EL PASO, TEXAS
AND
THE FERGUSON GROUP, L.L.C.**

This **FIRST AMENDMENT CONSULTING AGREEMENT** (the "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 **THE FERGUSON GROUP, L.L.C.**, a limited liability corporation licensed to do business in Texas ("Consultant "). Each of the County and the Consultant are also referred to as a "Party" and collectively as the "Parties".

WHEREAS, County and Consultants entered into Consulting Services Agreement, Contract #2021-0930, as of February 7, 2022 – December 15, 2022 (the "Agreement"); and

WHEREAS, County and Consultants agreed and amended the Agreement by a First Amendment on December 12, 2022 with an effective date of December 12, 2022; and

WHEREAS, County and Consultants wish to extend the Agreement for an additional period of time; and

WHEREAS, the County and Consultants agree to extend the term of the Agreement from the original end date of December 15, 2022 to the new end date of February 28, 2023; and

WHEREAS, regardless of the date signed by the Parties this Amendment shall have an effective date of December 12, 2022; and

WHEREAS, the County and Consultants agree to have an end date of February 28, 2023; and

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties adopt the above recitals and agree as follows:

**ARTICLE I
AMENDMENTS TO THE AGREEMENT**

Section 1 of the Agreement is amended to add the following:

The effective date of this Agreement shall be the date upon which both Parties have fully executed the Agreement ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall terminate on February 28, 2023 (the "Term").

ARTICLE II

GENERAL PROVISIONS

1. **Binding Effect; Assignment.** This Third Amendment to the Agreement 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. **Indemnification.** Consultant hereby agrees to indemnify, defend and hold harmless the County from and against any and all claims, demands, causes of action, court costs, expenses, and attorney's fees which are connected with or arise from this Amendment to the Agreement.
3. **Headings and Captions.** The document headings and captions contained herein are for ease of reference only and shall not affect the meaning or interpretation of this Amendment to the Agreement.
4. **Counterparts.** This Amendment to the Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
5. **Amendments.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties hereto.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

THE FERGUSON GROUP, L.L.C.,

By:

Date: _____

By: RICARDO A. SAMANIEGO

Title: EL PASO COUNTY JUDGE

Date: _____