

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AMENDMENT NO. 1 TO CONSULTING SERVICES CONTRACT

On the 8th day of December, 2008, the County of El Paso, Texas (hereinafter called "County"), and Bickerstaff Heath Delgado Acosta LLP (hereinafter called "Consultant") entered into a Consulting Services Contract (KK-08-427 attached hereto and made a part hereof for all purposes). The Parties now desire to amend and extend the Agreement for good and valuable consideration specified herein. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

1. Section 1 - **SCOPE OF SERVICES** shall be amended as follows:

The first paragraph is modified to read as follows: "The Consultant shall represent the interests of the County before the appropriate state agencies, legislative committees, members of the Texas House of Representatives and Texas Senate, the Office of Lieutenant Governor, the Office of the Governor, and public and private associations or individuals, and shall perform the following services under the terms and conditions contained in this Contract:"

Section 1.5.4 is amended to include assisting with preparation of a legislative package for the 83rd Regular Session and any subsequent Called Sessions of the 83rd Legislature.

Section 1.5.6 is amended to include advocacy on behalf of the County's Legislative Agenda before the 83rd Legislature.

Section 1.5.10 is amended to include tracking legislation throughout the Regular and Called Sessions of the 83rd Legislature.

Section 1.11 will be added as follows: "Consultant shall, upon request, assist the County on special state projects of interest to the County which require involvement or interaction with state agencies, entities or individuals."

2. Section 2 is amended to exercise the one additional two-year term. Thus, the new termination date shall be December 7, 2013.

3. Section 6 - **CONFLICT OF INTEREST** shall be amended to add the following: Consultant must provide County with a list of any clients or business associates of the Consultant or any of Consultant's employees or subcontractors which may have any interest

in County projects or legislation covered under this Agreement. The list shall include the nature of the interest the client or business has in the County project or legislation. Consultant has an obligation to update the list as new clients, associates or interests develop. Such notice should be given within 3 business days after Consultant obtains the additional information."

4. Section 9.3 is amended to read as follows: "If the Consultants terminate this Agreement for convenience before the completion of the 83rd Legislative Session, then Consultants agree to reimburse the County for any compensation paid to Consultants under this additional term of the Agreement beginning December 8, 2011."

5. The following section is added: "**16. APPROVAL AND CONDUCT OF PERSONNEL.** Consultant must provide County with a list of all employees, agents, or subcontractors who will be representing the County before any legislative body, committee, board, public or private association, governmental entity, vendor, business or individual. The County must approve the individual employee, agent or subcontractor before the Consultant may use that individual on any projects and legislation subject to this Agreement. All of Consultant's employees, agents or subcontractors performing any work under this Agreement must satisfactorily complete training on the County's Code of Ethics prior to beginning any work under this Agreement. The training must be completed on an annual basis. Consultant and its employees, agents or subcontractors are prohibited from engaging in any behavior that violates state or federal law or the County Code of Ethics. If Consultant obtains any information that Consultant or any of Consultant's employees, agents or subcontractors are under criminal investigation, Consultant must report said knowledge in writing to the County within 5 business days."

IN WITNESS WHEREOF, the parties execute this Amendment to Agreement on the 21st day of November, 2011.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

APPROVED AS TO FORM:

CONSULTANTS

Assistant County Attorney

Alejandro Acosta
BICKERSTAFF HEATH DELGADO ACOSTA