

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AMENDMENT TO PROCESS SERVER AND COURIER SERVICES
CONTRACT

On the 18TH day of October, 2002 the County of El Paso, Texas (hereinafter called "County"), and Davis Investigations (hereinafter called "Contractor") entered into a Process Server and Courier Services Contract (attached hereto and made a part hereof for all purposes). The Parties now desire to amend the Contract for good and valuable consideration. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

12. DURATION AND TERMINATION :

This contract shall be in full force and effect from October 19, 2002 through July 1, 2010, and may be extended or renewed by written agreement of the parties. Either party may terminate this contract with or without cause upon 30 days written notice. Breach of any obligation to be performed by Contractor shall constitute a breach of the entire contract and give the County the right to immediately terminate the contract.

IN WITNESS, WHEREOF, the parties execute this Amendment to Agreement effective October 19, 2002.

THE COUNTY OF EL PASO:


County Judge Anthony Cobos

Date: 11/25/2010

DAVIS INVESTIGATIONS:


Arnold Davis

Title: Owner
(Signor must have authority
to bind the company)

Date: _____

ATTEST:


County Clerk

Date: 2-2-10

PROCESS SERVER AND COURIER SERVICES CONTRACT

This contract is entered into by the County of El Paso, a political subdivision of the State of Texas ("County"), and Davis Investigations ("Contractor").

1. **SERVICES.** Contractor shall provide service of legal papers and courier services upon request by County.
 - a. Service shall include personal service and, where requested, service by overnight certified mail, return receipt requested, and substitute service. Service shall further include picking up legal papers from the County Attorney's Office, filing legal papers with the District Clerk, filing returns of service with the District Clerk, and faxing or delivering copies of filed returns to the County Attorney's Office. Service shall also include investigation into the whereabouts of witnesses or parties to be served when their location is unknown. Contractor shall impose no limit on the number of attempts made to serve a particular witness or party.
 - b. Legal papers shall include subpoenas, citations, and related documents.
 - c. Courier services shall include picking up documents from addresses in El Paso County and delivering them to the County Attorney's Office, picking up documents from the County Attorney's Office and delivering them to addresses in El Paso County, and obtaining signatures of judges on court orders.
 - d. Upon request, Contractor shall provide written proof of service, an affidavit regarding efforts to determine the whereabouts of a particular witness or party, an affidavit regarding efforts to serve a particular legal paper, and/or testimony regarding services provided under this contract.
 - e. Contractor shall be on-call 24 hours a day and shall be available to provide rush services within 8 hours after a request is made. Contractor shall be available to serve legal papers before and after regular business hours.
 - f. Contractor shall not be required to travel beyond the El Paso area, which shall include El Paso County, Fort Bliss and related federal property, Sunland Park, Anthony, Chaparral, and Las Cruces.
 - g. Contractor shall perform services in conformity with applicable law, including but not limited to Texas Rules of Civil Procedure 99-124.
2. **COMPENSATION.** Contractor shall be compensated in the amount of fifteen dollars (\$15.00) for each subpoena or citation successfully served.

3. **INDEPENDENT CONTRACTOR.** Nothing contained herein shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor. The County shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract.
4. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold the County and its officers, agents, volunteers and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this contract, which are the result of tortious and/or unlawful act(s) or omission(s) of the Contractor or the Contractor's agents or employees. Contractor shall give the County reasonable notice of any such claims or actions. Contractor shall use legal counsel reasonably acceptable to the County in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this contract.
5. **INSURANCE.** Contractor shall maintain commercial general liability and errors and omissions insurance covering the services to be performed under this contract. The limits of coverage shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Contractor shall maintain automobile insurance as required by law. Written proof of insurance shall be provided to County upon request.
6. **LAW GOVERNING CONTRACT.** For the purpose of determining the place of contract and the law governing same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.
7. **AVAILABILITY OF FUNDING.** The validity of this contract is contingent upon the availability of funding in the County's budget.
8. **ENTIRE AGREEMENT.** This written contract constitutes the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.
9. **SEVERABILITY.** If any part of this contract is held to be unenforceable, the rest of the contract shall continue in full force and effect to the extent that it substantially reflects the agreement contemplated by the parties.
10. **WAIVER.** No part of this contract shall be waived except by written waiver signed by the waiving party. Forbearance shall not constitute a waiver.
11. **ASSIGNMENT OR SUBLETTING.** This contract shall not be assigned or sublet in whole

or in part and may be enforced only by the parties.

12. **DURATION AND TERMINATION.** This contract shall be in full force and effect from October 18, 2001, through October 18, 2002, and may be extended or renewed by written agreement of the parties. Either party may terminate this contract with or without cause upon 30 days written notice. Breach of any obligation to be performed by Contractor shall constitute a breach of the entire contract and give the County the right to immediately terminate the contract.
13. **NOTICES.** Notices required herein shall be sent, postage prepaid, to the following:

COUNTY:

Attn: Marilyn K. Mungerson
Assistant County Attorney
500 E. San Antonio
Room 503, County Courthouse
El Paso, Texas 79901

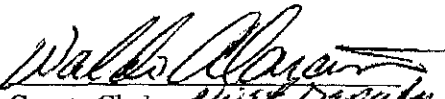
CONTRACTOR:

Davis Investigations
Arnold Davis, Jr.
415 N. Mesa, Suite 212
El Paso, Texas 79901

The undersigned parties hereby bind themselves to the faithful execution of this contract.

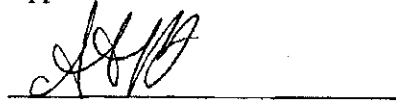
ATTEST:

COUNTY OF EL PASO

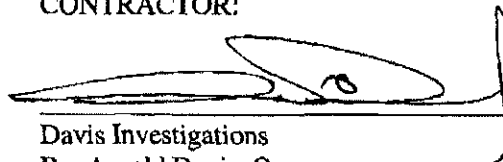

County Clerk - *Chief Deputy*
Date: 3/14/02


County Judge Dolores Briones
Date: 2/18/02

Approved as to form:


Assistant County Attorney
Date: 2-14-02

CONTRACTOR:


Davis Investigations
By: Arnold Davis, Owner
Date: 3-19-02

STATE OF TEXAS)
)
COUNTY OF EL PASO)

SECOND AMENDMENT TO PROCESS SERVER AND COURIER SERVICES
CONTRACT

On the 18TH day of October, 2002 the County of El Paso, Texas (hereinafter called "County"), and Davis Investigations (hereinafter called "Contractor") entered into a Process Server and Courier Services Contract (attached hereto and made a part hereof for all purposes). On the 25th day of January, 2010, the Parties then entered into an Amendment of the Process Server and Courier Services Contract (attached hereto and made a part hereof for all purposes). The Parties now desire to amend this Process Server and Courier Services Contract for good and valuable consideration. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

12, DURATION AND TERMINATION:

This contract shall be in full force and effect from October 19, 2002 through December 31, 2010, and may be extended or renewed by written agreement of the parties. Either party may terminate this contract with or without cause upon 30 days written notice. Breach of any obligation to be performed by Contractor shall constitute a breach of the entire contract and give the County the right to immediately terminate the contract.

In witness, whereof, the parties execute the Extension to Amendment effective _____

THE COUNTY OF EL PASO:

DAVIS INVESTIGATIONS:

County Judge Anthony Cobos
Date: _____

Arnold Davis
Date: _____

ATTEST:

County Clerk
Date: _____