FIRST AMENDMENT TO LEGAL SERVICES CONTRACT STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF DENTON §

THIS FIRST AMENDMENT TO LEGAL SERVICES CONTRACT is made and entered into this date by and between the CITY OF FARMERS BRANCH, a Texas home rule municipality (hereinafter referred to as the "CITY"), and MCELROY, SULLIVAN, MILLER, OLMSTEAD & WEBER L.L.P. (formerly MCELROY, SULLIVAN, & MILLER, L.L.P.) and BRENT W. RYAN (hereinafter referred to as "ATTORNEY") and evidences the following:

Recitals:

WHEREAS, CITY and ATTORNEY previously entered into a Legal Services Contract dated July 22, 2009 regarding ATTORNEY rendering professional services for CITY related to the expansion of the Camelot Landfill ("the Contract"); and

WHEREAS, CITY now and additionally desires to engage the services of ATTORNEY to render professional services for CITY related to Civil Action No. 4:12-cv-00782, The City of Lewisville v. City of Farmers Branch and Camelot Landfill TX, LP in the United States District Court for the Eastern District of Texas, Sherman Division ("the Lawsuit"); and

WHEREAS, ATTORNEY desires to render professional services for CITY related to the Lawsuit in accordance with the terms and conditions set forth in the Contract and this First Amendment;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CITY and ATTORNEY agree as follows:

1. The Contract is and shall remain in full force and effect, except as specifically amended by this First Amendment.

2. Exhibit A: Scope of Work, attached to the Contract and incorporated herein by reference, is hereby amended by adding a new section at the end of the exhibit, as follows:

City of Lewisville RCRA Citizens Suit

The City of Lewisville has sued Farmers Branch and Camelot Landfill TX, LP in Civil Action No. 4:12-cv-00782, The City of Lewisville v. City of Farmers Branch and Camelot Landfill TX, LP in the United States District Court for the Eastern District of Texas, Sherman Division ("the Lawsuit"). This task will include legal representation of Farmers Branch in the Lawsuit and any related appeals.

3. CITY hereby authorizes ATTORNEY to represent CITY in the Lawsuit and any related appeals and hereby ratifies all prior actions by ATTORNEY in connection with such

representation.

4. The cost of additional services for the legal representation set forth in paragraph 2 above shall be included within the "Contract not to exceed fee amount" or the "Contract maximum fee amount" set forth in the Contract.

SIGNED on this the ______ day of ______, 2013.

CITY OF FARMERS BRANCH, TEXAS:

By: _____ Gary D. Greer, City Manager

ATTEST:

APPROVED AS TO FORM:

Angela Kelly, City Secretary

City Attorney

SIGNED on this the	day of	, 2013.
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MCELROY, SULLIVAN, MILLER, WEBER & OLMSTEAD, L.L.P. and BRENT W. **RYAN:**

By: _____ Brent W. Ryan, Of Counsel