

**AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
NORTON ROSE FULBRIGHT**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Amendment to the Agreement is made and entered into by and between Harris County (“County”), a body corporate and politic under the laws of the State of Texas and Norton Rose Fulbright (“Counsel”). County and Counsel are known individually as “Party” and collectively as “Parties.”

Recitals

On or about February 22, 2024, the County entered into an agreement with Counsel to provide representation and advice regarding Cause No. 2023-53035; *Richard Noriega v. Harris County, Texas*, In the 133rd Judicial District Court of Harris County, Texas (the “Master Agreement”).

The County and Counsel now desire to amend the Master Agreement to increase funding (the “First Amendment”).

Counsel warrants and represents that it is willing and capable to continue providing the Services.

Terms

I.

This First Amendment shall be governed by the Master Agreement incorporated herein by reference as though fully set forth word for word.

II.

Having previously certified funds in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), the Parties hereby amend the Master Agreement to provide One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in additional funds bringing the total amount of funds certified as available under the Master Agreement to Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). Counsel understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that the total maximum compensation that Counsel may become entitled to for the Services performed under this First Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00). Counsel understands and agrees, said understanding also being of the absolute essence of this First Amendment, that the maximum amount Counsel may become entitled to under the Master Agreement shall not exceed the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County’s liability under the terms and

provisions of this First Amendment is limited to said sum; and when all the funds so certified are expended, Counsel's sole and exclusive remedy shall be to terminate this First Amendment.

III.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

IV.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this First Amendment shall control.

V.

Execution, Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

NORTON ROSE FULBRIGHT

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Jonathan Fombonne
Deputy County Attorney and
First Assistant County Attorney

ORDER OF COMMISSIONERS COURT
Authorizing Amendment to Agreement with Norton Rose Fulbright

The Commissioners Court of Harris County, Texas, met at the Harris County Administration Building in the City of Houston, Texas on _____, 2024.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING AMENDMENT TO AGREEMENT WITH
NORTON ROSE FULBRIGHT
IN CONNECTION WITH
Cause No. 2023-53035; *Richard Noriega v. Harris County, Texas*, In the 133rd Judicial
District Court of Harris County, Texas**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

The Court finds that pursuant to Section 157.901, Texas Local Government Code, additional counsel is proper in connection with this matter, and the County Attorney has selected Norton Rose Fulbright to serve as Special Counsel and has submitted the terms and conditions of the attached Amendment for approval by the Court.

IT IS ORDERED that:

Commissioners Court grants an exemption from competitive bidding and proposal procedures in accordance with Texas Local Government Code Section 272.024(a)(4).

1. The Court approves the need for and selection of Special Counsel and
2. The Harris County Judge or her designee is authorized to execute on behalf of Harris County an amendment to the agreement with Special Counsel containing terms and provisions substantially similar to those contained in the attached amendment.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.