

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.**

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 DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C. (“Counsel”). County and Counsel are known individually as “Party” and collectively as “Parties.”

Recitals

On June 4, 2024, the County approved an agreement with Counsel to provide representation related to litigation in the matter of *Octavia Wagner, et al v. Harris County*, Civil Action No. 4:23-cv-2886 in the Southern District of Texas (the “Master Agreement”).

On October 29, 2024, the County approved an amended agreement with Counsel to increase funding (the “First Amendment”).

On February 27, 2025, the County approved an amended agreement with Counsel to increase funding (the “Second Amendment”).

The County and Counsel now desire to amend the Master Agreement to further increase funding and amend the fee schedule (the “Third Amendment”).

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

Terms

I.

This Third 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 Four Hundred Fifty Thousand Dollars (\$450,000.00), the Parties hereby amend the Master Agreement to provide Two Hundred Fifty Thousand Dollars (\$250,000.00) in additional funds bringing the total amount of funds certified

as available under the Master Agreement to Seven Hundred Thousand Dollars (\$700,000.00). Counsel understands and agrees, said understanding and agreement also being of the absolute essence of this Third Amendment, that the total maximum compensation that Counsel may become entitled to for the Services performed under this Third Amendment shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Seven Hundred Thousand Dollars (\$700,000.00). Counsel understands and agrees, said understanding also being of the absolute essence of this Third Amendment, that the maximum amount Counsel may become entitled to under the Master Agreement shall not exceed the sum of Seven Hundred Thousand Dollars (\$700,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Third 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 Third Amendment.

III.

For and in consideration of the services rendered by Special Counsel, Client agrees to pay in accordance with the following schedule:

ATTORNEY	TITLE	HOURLY RATE
Ric J. Navarro	Partner	\$400
Kelly R. Albin	Partner	\$400
Mustapha M. Nyallay	Associate	\$300
Gina G. Williams	Paralegal	\$135
Aaron M. Gonzales	Paralegal	\$135

IV.

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

V.

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 Third Amendment shall control.

VI.

Execution, Multiple Counterparts: This Third 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 Third Amendment.

DENTON NAVARRO RODRIGUEZ
BERNAL SANTEE & ZECH, P.C.

By: *Ricardo J. Navarro*

Name: Ricardo J. Navarro

Title: Managing Partner / Shareholder

Date: June 24, 2025

HARRIS COUNTY

By: _____
Lina Hidalgo
Harris County Judge

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

By: _____
Jonathan Fombonne
First Assistant County Attorney
CAO File No.: 24ADT0038

ORDER OF COMMISSIONERS COURT
Authorizing Second Amended Agreement with
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

The Commissioners Court of Harris County, Texas, met at the Harris County Administration Building in the City of Houston, Texas on _____, 2025.

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

**ORDER AUTHORIZING THIRD AMENDED AGREEMENT WITH
DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.
IN CONNECTION WITH
Octevia Wagner, et al v. Harris County; Civil Action No. 4:23-cv-2886,
In the United States District Court for the Southern District Texas, Houston Division.
CAO Matter 24ADT0038**

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:

IT IS ORDERED that County Judge is hereby authorized to execute on behalf of Harris County an Amendment to the Agreement with Denton Navarro Rodriguez Bernal Santee & Zech, P.C. to provide additional funding. The First Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.