

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN HARRIS COUNTY AND FELDMAN & FELDMAN, P.C.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Second 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 FELDMAN & FELDMAN, P.C. (“Counsel”). County and Counsel are known individually as “Party” and collectively as “Parties.”

Recitals

On September 19, 2024, the County approved an agreement with Counsel to provide representation related to litigation in the matter of Civil Action No. 4:24-cv-3072; *D’Alessandro Chavez-Sandoval; Jantra Palmer, Individually, and as Next Friend of Alan Kerber, Deceased; Margaret Simon and Joseph Simon, Individually and as Next Friend of Victoria Simon, Deceased, and G.L., a minor; Kyle Ryker; Michael Walker; Daevion Young; and Eric Russell v. Harris County, Texas*; In the United States District Court for the Southern District of Texas, Houston Division (the “Master Agreement”).

On March 27, 2025, the County approved the First Amendment to the Master Agreement with Counsel to increase funding (the “First Amendment”).

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

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

Terms

I.

This Second 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 Two Hundred Thousand and 00/100 Dollars (\$200,000.00), the Parties hereby amend the Master Agreement to provide One Hundred Thousand and 00/100 Dollars (\$100,000.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to Three Hundred Thousand and 00/100 Dollars (\$300,000.00). Counsel understands and agrees, said understanding and agreement also being of the absolute essence of this Second Amendment, that the total maximum compensation that Counsel may become entitled to for the Services performed under this Second Amendment, shall

not under any conditions, circumstances, or interpretations thereof exceed the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00). Counsel understands and agrees, said understanding also being of the absolute essence of this Second Amendment, that the maximum amount Counsel may become entitled to under the Master Agreement shall not exceed the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Second 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 Second Amendment.

III.

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

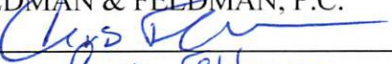
IV.

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 Second Amendment shall control.

V.

Execution, Multiple Counterparts: This Second 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 Second Amendment.

FELDMAN & FELDMAN, P.C.


By: 
Name: Chris Feldman
Title: Managing Partner
Date: 5/13/25

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.: 24ADT0063

ORDER OF COMMISSIONERS COURT
Authorizing Agreement with Feldman & Feldman, 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 SECOND AMENDED AGREEMENT WITH
FELDMAN & FELDMAN, P.C.
IN CONNECTION WITH**

Civil Action No. 4:24-cv-3072; D'Alessandro Chavez-Sandoval; Jantra Palmer, Individually, and as Next Friend of Alan Kerber, Deceased; Margaret Simon and Joseph Simon, Individually and as Next Friend of Victoria Simon, Deceased, and G.L., a minor; Kyle Ryker; Michael Walker; Daevion Young; and Eric Russell v. Harris County, Texas; In the United States District Court for the Southern District of Texas, Houston Division.
CAO Matter No. 24ADT0063

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 a Second Amendment to the Agreement with FELDMAN & FELDMAN, P.C. to provide additional funding. The Second 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.