

**AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
YETTER COLEMAN LLP**

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 Yetter Coleman LLP (“Counsel”). County and Counsel are known individually as “Party” and collectively as “Parties.”

Recitals

On or about May 6, 2024, the County entered into an agreement with Counsel to provide representation and advice regarding *State of Texas v. Harris County, et al.*; No. 24-0325, in the Supreme Court of Texas (the “Master Agreement”).

On August 27, 2024, the County approved an amended agreement to increase funding (the “First Amendment”).

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

The County and Counsel now desire to amend the Master Agreement to further increase funding (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 Five Hundred Thousand and 00/100 Dollars (\$500,000.00), the Parties hereby amend the Master Agreement to provide One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) in additional funds bringing the total amount of funds certified as available under the Master Agreement to Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00). 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 One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00). 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 Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00). 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.

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 Third Amendment shall control.


V.

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.

YETTER COLEMAN LLP

By: 
Name: Grant Martinez
Title: Partner
Date: June 3, 2025

APPROVED AS TO FORM:

By: 
Jonathan Fombonne
Deputy County Attorney &
First Assistant

ORDER OF COMMISSIONERS COURT
Authorizing Third Amendment to Agreement with Yetter Coleman LLP

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 AMENDMENT TO AGREEMENT WITH
YETTER COLEMAN LLP
IN CONNECTION WITH
State of Texas v. Harris County, et al; No. 24-0325, in the Supreme Court of 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 Yetter Coleman LLP 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.