

**AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND HUNTON
ANDREWS KURTH LLP**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Amendment to the Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas and acting by and through its County Attorney’s Office (“Client”), and Hunton Andrews Kurth LLP (“Special Counsel”). County and Special Counsel are known individually as “Party” and collectively as “Parties.”

Recitals

On July 19, 2022, the County entered into an agreement with Special Counsel to provide strategic direction, advice and representation related to economic development issues for the Client (the “Master Agreement”).

The County and Special Counsel now desire to amend the Master Agreement for the first time (“First Amendment”) for the purpose of adding additional funds to the Master Agreement.

Special Counsel warrants and represents that it is willing and capable of providing the services.

Terms

1) CONTRACT CONSTRUCTION

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

2) LIMIT OF APPROPRIATION

Having previously certified funds in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00), the County hereby amends the Master Agreement to certify as available 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 One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00). Special Counsel understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Special Counsel may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Special Counsel under this First Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Special Counsel understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Special Counsel may become entitled to under the Master Agreement shall be One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00). 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, Special Counsel's sole and exclusive remedy shall be to terminate this First Amendment.

3) ORDER OF PRECEDENCE

In the event of any conflict between the terms and provisions of this First 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.

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

4) EXECUTION, MULTIPLE COUNTERPARTS

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.

HUNTON ANDREWS KURTH LLP

By 

Name: Kelly Sandill

Title: Partner

Date: February 12, 2024

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
Christian D. Menefee
COUNTY ATTORNEY

By: Philip Berzins
Philip Berzins
Assistant County Attorney
C.A. File 24GEN0324

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2024 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AMENDMENT TO AGREEMENT WITH
HUNTON ANDREWS KURTH LLP**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. 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 Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. 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 adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the First Amendment to the Master Agreement to compensate Hunton Andrews Kurth LLP for additional services. The 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.