

**SIXTH AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND  
PORTER HEDGES LLP**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This Sixth 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 PORTER HEDGES LLP (“Counsel”). County and Counsel are known individually as “Party” and collectively as “Parties.”

*Recitals*

On February 22, 2022, the County entered into an agreement with Counsel to provide representation related to construction contract matters and disputes. (the “Master Agreement”).

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

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

*Terms*

I.

This Sixth 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 Eight Hundred Twenty-Five Thousand and 00/100 Dollars (\$825,000.00), 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 Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00). Counsel understands and agrees, said understanding and agreement also being of the absolute essence of this Sixth Amendment, that the total maximum compensation that Counsel may become entitled to for the Services performed under this Sixth 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 Sixth Amendment, that the maximum amount Counsel may become entitled to under the Master Agreement shall not exceed the sum of Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County’s liability under the terms and provisions of this Sixth 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 Sixth 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 Sixth Amendment shall control.

V.

Execution, Multiple Counterparts: This Sixth 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 Sixth Amendment.

PORTER HEDGES LLP

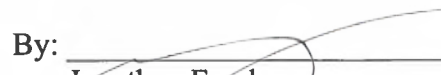
HARRIS COUNTY

By:   
Name: Amy Wolfshohl  
Title: Partner  
Date: 2-13-2024

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.: 20TRL0291  
CAO File No.: 20TRL0164  
CAO File No.: 22AFF0015  
CAO File No.: 22AFF0018

ORDER OF COMMISSIONERS COURT  
Authorizing Agreement

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

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

**ORDER AUTHORIZING EXECUTION OF A SIXTH AMENDMENT TO THE  
AGREEMENT BETWEEN HARRIS COUNTY AND PORTER HEDGES LLP**

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 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 thus adopted follows:

**IT IS ORDERED** that County Judge is hereby authorized to execute on behalf of Harris County, a Sixth Amendment to the Agreement with Porter Hedges LLP to provide additional funding. 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 purpose of this Order.