

ORDER OF COMMISSIONERS COURT
Authorizing Third Amendment to Agreement with Monty & Ramirez

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 MONTY & RAMIREZ LLP
IN CONNECTION WITH
Patrick Nagorski v. Harris County, Texas; Civil Action No. 4:23-cv-2860,
In the United States District Court for the Southern District Texas, Houston Division.**

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 Harris County Attorney's Office is hereby authorized to execute on behalf of Harris County a Third Amendment to the Agreement with MONTY & RAMIREZ LLP to provide additional funding. The Third 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.

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND MONTY & RAMIREZ 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 Monty & Ramirez LLP (“Counsel”). County and Counsel are known individually as “Party” and collectively as “Parties.”

Recitals

On February 27, 2024, the County approved an agreement with Counsel to provide representation related to litigation in the matter of Civil Action No. 4:23-cv-2860, *Patrick Nagorski v. Harris County, Texas*; In the United States District Court for the Southern District of Texas, Houston Division (the “Master Agreement”).

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

On October 8, 2024, 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 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 One Hundred Seventy-five Thousand Dollars (\$175,000.00), the Parties hereby amend the Master Agreement to provide Seventy-Five Thousand Dollars (\$75,000.00) in additional funds bringing the total amount of funds certified as available under the Master Agreement to Two Hundred Fifty Thousand Dollars (\$250,000.00). 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 Seventy-Five Thousand Dollars (\$75,000.00). 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 Two Hundred Fifty Thousand Dollars (\$250,000.00). 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.

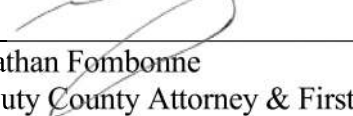
Execution, Multiple Counterparts: This Third Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Third Amendment.

Approved by

Agreed:

CHRISTIAN D. MENEFE
Harris County Attorney

Monty & Ramirez LLP

By: 
Jonathan Fombonne
Deputy County Attorney & First Assistant

By: _____
Daniel N. Ramirez
Partner

Date: 3/27/25

Date: _____