

**AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
RACKLEFF 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 Rackleff LLP ("Counsel"). County and Counsel are known individually as "Party" and collectively as "Parties."

Recitals

On June 8, 2021, the County entered into an agreement with Counsel to provide representation related to allocations, by the HUD and the State of Texas General Land Office, of federal Community Development Block Grant Disaster Recovery or Mitigation funds to Harris County and any other matters as determined by the County Attorney (the "Master Agreement").

Having amended the Master Agreement to increase funding on March 18, 2022 and August 23, 2022, the County and Counsel now desire to amend the Master Agreement a third time for the same purpose (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 Fifteen Thousand and 00/100 Dollars (\$115,000.00) the Parties hereby amend the Master Agreement once again to provide Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in additional funds bringing the total amount of funds certified as available under the Master Agreement to One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00). 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 Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). 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 One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00). 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.

RACKLEFF LLP

By: 

Name: Neal Rackleff

Title: Attorney

Date: 12/30/22

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

ORDER OF COMMISSIONERS COURT
Authorizing Extension and Renewal of Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas on _____ with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT
BETWEEN HARRIS COUNTY AND RACKLEFF 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 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, an Amendment to the Agreement with Rackleff 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.