

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

### ADDENDUM TO LEGAL SERVICES AGREEMENT

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Cokinos | Young, (hereinafter "Firm"), a law firm authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Agreement for Legal Services, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1.    **Compensation.** Firm's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is thirty thousand dollars and no/100 (\$30,000.00). In no case shall the amount paid by the County under this Agreement exceed the Maximum Compensation without a written amendment executed by the parties.
2.    **Payment.** Payment shall be made by the County within thirty (30) days of receipt of invoice.
3.    **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by the County under this Agreement, the County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County.
4.    **Taxes.** The County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
5.    **Confidential Information.** The Firm expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to the County by the Firm shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to

notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to the County defending, indemnifying, holding or saving harmless the Firm for any reason are hereby deleted.
7. **Attorney Fees.** The County does not agree to pay any and/or all attorney fees incurred by the Firm in any way associated with the Agreement.
8. **Arbitration.** The County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
10. **Certain State Law Requirements for Contracts.**  
For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, the Firm hereby verifies that the Firm and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, the Firm does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
  - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, the Firm does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, the Firm does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

10. **Human Trafficking.**

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

FORT BEND COUNTY

COKINOS | YOUNG

\_\_\_\_\_  
KP George, County Judge

  
Authorized Agent - Signature

\_\_\_\_\_  
Date

  
Authorized Agent - Printed Name

ATTEST:

  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

May 11, 2022

Bridgette Smith-Lawson

County District Attorney

Fort Bend County

Litigation Section

401 Jackson Street, 3<sup>rd</sup> Floor

Richmond, Texas 77469

RE: Engagement Agreement

Dear Ms. Smith-Lawson:

We are pleased that you have requested Cokinos | Young to provide legal services to Fort Bend County and thank you for the opportunity to serve you. The purpose of this letter is to set forth the scope of our engagement as legal counsel to you, to confirm that we are in mutual agreement with respect to the same, to set forth the financial arrangements pursuant to our engagement, and to verify your approval of such financial arrangements as follows:

1. Scope of engagement. The firm will perform those legal services which you request that it perform; however, it is our understanding that you are presently engaging the firm to represent Fort Bend County in a potential dispute against Triple B Services, LLC on the Sims Road Project, beginning 1500' southwest of Texas Spur 10 and ending at Cottonwood School Road Intersection with Texas Spur 10 for Fort Bend County Mobility Project No. 17119X--Bid/Job No. 21-056, (the "Project").
2. Fees and Hourly Rates. Our billing practice is to charge for our services based primarily on the amount of time devoted to a matter at hourly rates for the particular professional involved. Our current regular rates for attorneys vary by attorney, and the hourly fee charged for a particular attorney is available upon request. We reserve the right to adjust our billing rates from time to time without advance notice. If at any time you have a question concerning your billing, you should feel free to contact me for clarification. We believe our hourly rates are comparable with rates charged for the same kinds of work by lawyers or other professionals of similar experience, expertise and standing. We try to use associate, law clerk, and paralegal support on projects where possible.

As a courtesy, we are reducing our standard rate of all our attorneys by 20% for the benefit of the Fort Bend County taxpayers in an effort to minimize their expenses. My rate, the highest trial lawyer rate in the firm, will be reduced almost 30% to \$500.

3. Disbursements. The performance of legal services involves costs and expenses that you will either pay directly or for which you will reimburse us should we pay these costs and expenses on your behalf. In the normal course of our work, we will bill



you for smaller expense items, such as filing fees, computerized research, postage, long distance telephone charges, copying charges, recording fees, messenger services, service of process, court fees, field expenses (i.e., mileage, meals, parking, lodging, etc.), staff overtime, word processing charges, and other charges and expenses. In circumstances involving any substantial expenditures involving outside vendors such as depositions, exhibit preparation, or air fare (or substantial costs such as extended field expenses), we will require that you advance those sums to us before we expend them or we may require that you directly reimburse the vendor.

4. Monthly statements and payment terms. Our practice is to send a monthly statement for services rendered and for disbursements incurred for our client's account during the previous month. The detail in the monthly statements will inform you of both the nature of the work and of the fees and disbursements being incurred. Our fee structure is based upon the premise that all statements are due and payable upon receipt, but in any event, no later than thirty (30) days thereafter. We reserve the right to charge at the rate of ten percent (10%) percent per annum a monthly late payment fee computed from thirty (30) days after issuance date until paid.

We do our best to see that our clients are satisfied, not only with our service, but also with the reasonableness of the fees charged and the disbursements charged for those services. Therefore, if you have any question about a statement or the basis for our fee to you, you should raise it promptly for discussion.

5. Withdrawal from representation. The attorney-client relationship is one of mutual trust and confidence. If you have any question at all about the provisions of this fee agreement, we invite your inquiries. We encourage our clients to inquire about any matters relating to our fee agreements or monthly statements that are in any way unclear or appear unsatisfactory. If you do not meet your obligation of timely payment under this agreement, we reserve the right to withdraw from representation on that basis alone, subject, of course, to any required judicial or administrative approval. Upon termination, however, you will remain liable for any unpaid costs and fees.
6. Retainer. It is the firm's policy to require a retainer before commencing work on any matter. At this time, however, we will waive our retainer requirement with the understanding that we may institute our retainer policy at any time during the course of our representation of you. If we do, in fact, elect to require a retainer at a later date, the following shall apply:

*The amount of this retainer does not represent our estimate of the total charges which may be incurred, but is only a partial advance payment.* The retainer amount will be deposited in our client's trust account and will be applied, to the extent necessary, to cover fees for any professional services, as well as charges, costs, and

disbursements as incurred. We will render monthly statements showing our charges for professional services and related charges, related disbursements, and costs. At the time of issuance of each statement, we will withdraw funds from our client's trust account and apply them against the amount set forth on the monthly statements. Each monthly statement will reflect all payments made from the client's trust account in that manner. We also reserve the right to require you to provide an additional retainer once the initial retainer amount has been expended, either in the same amount or a greater amount, depending on the scope of anticipated services, and you agree to provide such additional retainer. An amount of fees for legal services, as well as charges, costs, and disbursements not so paid from the retainer amount is due and payable directly by you upon receipt of each monthly statement. As stated above, we specifically reserve the right to withdraw from representation described in this letter and to immediately cease performing services if we do not receive full payment of any amounts owed to us within thirty (30) days of our statement.

7. Future Services. The above agreement will also apply to services rendered for such future matters that we mutually agree will be handled by the firm.
8. Waiver of Conflict. As I have discussed with you, we typically represent general contractors in our practice. We have confirmed that a few of our contractors do business with Fort Bend County. Although those business relationships have not created any disputes that we are aware of, potentially, a conflict of interest between our firm and Fort Bend County could arise if one of our clients ends up in a dispute with Fort Bend County. While we all hope this does not occur, it is a real possibility. We have agreed that I, along with any other person working on behalf of Fort Bend County, will not be involved in any matter which could potentially be adverse to Fort Bend County. In exchange for staying out of any relationship between Fort Bend County and any of our other (non-Fort Bend County) clients, Fort Bend County agrees to, and by this agreement, waives, relinquishes and releases, any conflict with regard to any matter between our clients and Fort Bend County. To the extent any of our clients end up in an adverse relationship with Fort Bend County, I will not be in anyway involved, nor will I be made aware of what circumstances or issues exist, and you agree Cokinos/Young shall not be conflicted in representing our clients in future matters adverse to Fort Bend County, on account of our representing Fort Bend County in this matter. The point of this waiver by Fort Bend County is to allow our firm to continue representing the clients we typically represent, even if adverse to Fort Bend County.
9. Addendum to Legal Services Agreement. The above agreement hereby incorporates Fort Bend County's Addendum to Legal Services Agreement.

Brigette Smith-Lawson  
Fort Bend County  
May 11, 2022  
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In the event there are any conflicts between this engagement agreement and those set forth in the Fort Bend County Outside Counsel Engagement and Billing Guidelines, Fort Bend County's Outside Counsel and Billing Guidelines will control.

If this letter correctly sets forth your understanding of the scope of the services to be rendered to you by Cokinos | Young, and if the terms of this engagement are satisfactory, please execute the enclosed copy of this letter and return it to us. If the scope of the services described is incorrect or if the terms of the engagement set forth in this letter are not satisfactory, please let us know in writing in order that we can discuss either aspect.

We look forward to working with you and thank you once again for the opportunity to serve you.

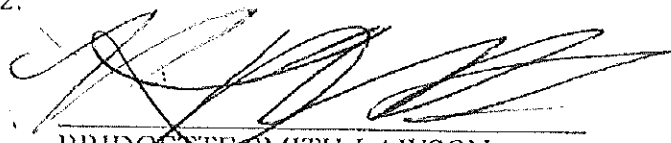
Sincerely,



GREGORY M. COKINOS

I have read the foregoing and agree to and accept the above terms and conditions.

Dated this 12 day of May, 2022.



BRIDGETTE SMITH-LAWSON  
On behalf of Fort Bend County