

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**SECOND AMENDMENT TO ADDENDUM FOR  
PROFESSIONAL LEGAL SERVICES**

THIS SECOND AMENDMENT TO ADDENDUM TO LEGAL SERVICES AGREEMENT, is made and 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. The County and the Firm may be individually referred to as a “Party” or collectively as the “Parties.”

WHEREAS, the parties executed and accepted that certain Addendum to Legal Services Agreement on April 22, 2022, for legal matters related to the Lake Olympia Parkway Segment 1, 2013 Mobility Project No. 13207, which was subsequently amended on or about December 6, 2022, (collectively referred to hereinafter as the “Agreement”) and incorporated by reference herein; and

WHEREAS, the parties desire to amend the Agreement to modify the limit of appropriation and payment terms, and to increase the maximum compensation amount for performance of legal services, as the underlying case is ongoing and continued performance of legal services by Firm is necessary to carry out the scope of work outlined in the original Legal Services Agreement, and Addendum thereto, executed on April 22, 2022, which is incorporated by reference herein.

**NOW, THEREFORE**, the parties do mutually agree as follows:

**Compensation.**

1. County shall pay Firm an additional amount not to exceed the amounts certified below by the Fort Bend County Auditor, and additional amounts of funds from time to time that may be certified as available, as of the date so certified to continue legal services pursuant to the original scope of engagement, as stated in Firm’s letter, attached hereto as Exhibit “A-2” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed the amounts certified by the Fort Bend County Auditor.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written amendment executed by the parties.

**Limit of Appropriation.**

4. (a) Firm understands and agrees that all obligations of County under the Agreement are subject to the availability of county funds. If such funds are not appropriated or become unavailable, the contract may be terminated by County.

(b) It is also expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the Fort Bend County Auditor for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of County as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; and that when and if all funds so certified are expended for the purpose of satisfying County's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of Firm is to terminate this Agreement.

**Payment.**

5. County will pay Firm based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Firm shall submit to County one (1) original invoice to the Fort Bend County Attorney's Office, Attn: Chief, Litigation Department, at 401 Jackson St., 3<sup>rd</sup> Floor, Richmond, Texas 77469, and one electronic copy to [Amy.Svatek@fortbendcountytexas.gov](mailto:Amy.Svatek@fortbendcountytexas.gov), showing the amounts due for services performed in a form acceptable to County. The County Attorney's Office shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

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.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

***{Execution Page Follows}***

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

**FORT BEND COUNTY**

**COKINOS | YOUNG**

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

*Beau LeBlanc*  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Beau LeBlanc  
Authorized Agent – Printed Name

ATTEST:

Principal  
Title

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

06/02/2023  
Date

APPROVED AS TO LEGAL FORM:

*LaNetra S. Lary*

\_\_\_\_\_  
LaNetra S. Lary, Assistant County Attorney  
Chief, General Counsel Division

**{AUDITOR'S CERTIFICATION FOLLOWS}**

**{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}**

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$200,000.00 to accomplish and pay the obligation of Fort Bend County under this contract for services provided by Firm for the below time period:

Through September 30, 2023  
Service period

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

\_\_\_\_\_  
Date Certified

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by Firm for the below time period:

\_\_\_\_\_  
Service period

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

\_\_\_\_\_  
Date Certified

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by Firm for the below time period:

\_\_\_\_\_  
Service period

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

\_\_\_\_\_  
Date Certified

# EXHIBIT A-2

May 11, 2023

Sal P. LoPiccolo, II  
Assistant County Attorney  
Fort Bend County Attorney's Office  
Litigation Section  
401 Jackson Street, 3rd Floor  
Richmond, TX 77469

*Via Email: [Sal.LoPiccolo@fortbendcountytexas.gov](mailto:Sal.LoPiccolo@fortbendcountytexas.gov)*

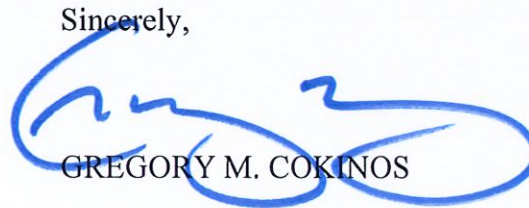
RE: Cause No. 22-DCV-293487; *Triple B Services, LLP vs Fort Bend County, Texas*; In the 434th Judicial District Court of Fort Bend County, Texas - Lake Olympia Project

Mr. LoPiccolo,

As discussed, we anticipate a substantial amount of work is still needed to defend the County in the referenced matter and we refer to Clauses No. 1 and 5 of our original representation letter setting forth the scope of work and obligation of the County to pay for that work.

If you need any additional information, please do not hesitate to contact us.

Sincerely,



GREGORY M. COKINOS

cc: Beau LeBlanc  
Joseph Walker