



the terms and conditions described in this Agreement, County's SOQ #11-029 and the Contractor's response to SOQ #11-029, attached as Exhibits A&B, incorporated by reference as if set further herein verbatim for all purposes.

Article V, Compensation is hereby amended as follows:

- A. To the extent allowed by law, County authorizes the addition of a Collection Fee in the amount of 30% of the amount referred (hereinafter "Collection Fee") The Collection Fee shall only be calculated or paid on amounts for which a Collection Fee is authorized by statute; namely Texas Code of Criminal Procedure Art. 103.0031 and Texas Local Government Code Section 140.009. All Collection Fees shall be remitted to County.
  
- B. County agrees to pay to Contractor thirty-percent (30%) contingent fee of all total amounts actually collected on those delinquent accounts that are referred to Contractor by the County for collection, as compensation for legal and collection services provided pursuant to this contract. County shall pay said funds on monthly basis by check or wire transfer. County agrees to pay the fee payable under this Agreement no later than the 30th day following the end of the calendar month within which the fee is paid to County. This contingent fee shall not be calculated upon the Collection Fee.

Article XI, is hereby amended to add Section 11.05:

11.05 Contractor acknowledges and agrees that the provision of any legal services provided pursuant to this Agreement (whether Emergency Medical Services, County Clerk, District Clerk and/or the Sheriff) is subject to control and direction of the Fort Bend County Attorney, at the County Attorney's sole option, in accordance with Texas Government Code Sections 41.007 and 45.179. Contractor shall report significant developments to the County Attorney and otherwise as directed by the County Attorney. Contractor shall also respond to inquiries from the County Attorney without delay.

- II. Except as modified herein, any prior executed document remains in full force and effect and has not been modified or amended. In the event of conflict, the contents of this Second Amendment shall prevail.

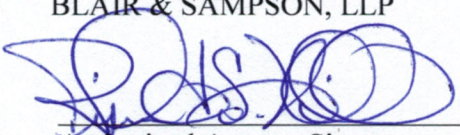
III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

LINEBARGER GOGGAN  
BLAIR & SAMPSON, LLP

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

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Richard S. Hill  
\_\_\_\_\_  
Authorized Agent – Printed Name

Partner  
\_\_\_\_\_  
Title

ATTEST:

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

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

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

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

i:\agreements\2022 agreements\district clerk\linebarger\second amendment district clerk 11.1 mlt 11 00am.docx