

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR COLLECTION SERVICES
 DELINQUENT EMERGENCY MEDICAL SERVICES ACCOUNTS AND JUSTICE OF
 THE PEACE COURT FEES AND FINES
 SOQ 11-029**

THIS SECOND AMENDMENT 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 LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, Contractor has provided collection services for County pursuant to SOQ 11-029 and in accordance with Agreement for Collection Services Delinquent Emergency Medical Service Accounts and Justice of the Peace Court Fees and Fines executed on or about October 27, 2011, and amended on or about October 13, 2015, both documents hereinafter collectively referred to as the “Agreement” and incorporated by reference; and

WHEREAS, the Agreement has automatically renewed under the same terms and conditions since the original execution;

WHEREAS, Texas Code of Criminal Procedure Art. 103.0031 and Texas Local Government Code Section 140.009 provide statutory authority for the current collection services, as well as additional collection services now requested by County; and

WHEREAS, the Fort Bend County Attorney has reviewed this Agreement in accordance with Texas Government Code Sections 41.007 and 45.179 and authorizes use of outside counsel to perform the Legal Services under this Agreement; and

WHEREAS, written notice of this Second Amendment to the Agreement was publicly posted, as required by and in compliance with Texas Government Code Section 2254.1036.

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

I. Amendments

Article I, Section 1.01 Services Provided by Contractor is hereby amended as follows:

1.01 Contractor shall enforce the collection of delinquent Emergency Medical Services accounts; as well as collection of delinquent court fees and fines for the Justice of the Peace Courts, County Courts (as referred by the County Clerk) and the District Courts (as referred by the District Clerk) and false alarm penalties or fees (as referred by the Sheriff); all hereinafter referred to collectively as “delinquent accounts.” Collection of the delinquent accounts shall be pursuant to

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



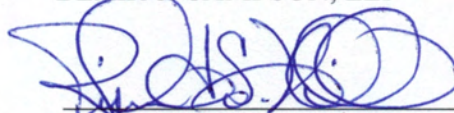
County Judge KP George

KP George, County Judge

July 11, 2023

Date

LINEBARGER GOGGAN
BLAIR & SAMPSON, LLP



Authorized Agent – Signature

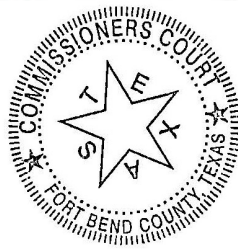
Richard S. Hill

Authorized Agent – Printed Name

Partner

Title

ATTEST:





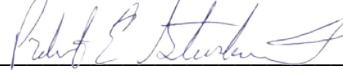
Laura Richard
County Clerk

July 11, 2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that the funds in the amount of \$ 0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

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