THE STATE OF TEXAS

§

COUNTY OF FORT BEND

§ 8

## THIRD AMENDMENT TO ADDENDUM TO LEGAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO ADDENDUM TO LEGAL SERVICES AGREEMENT (the "Third Amendment") is entered into by and between Fort Bend County, (hereinafter the "County"), a body corporate and politic under the laws of the State of Texas, and Cokinos | Young (hereinafter the "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 June 14, 2022 for matters related to the Chimney Rock Road Mobility Project No. 17202, and the Amendment to Addendum to Legal Services Agreement on or about December 6, 2022 (the "Amendment"), and the Second Amendment to Addendum to Legal Services Agreement on or about June 13, 2023 (the "Second Amendment"), collectively referred to as the "Agreement" and incorporated fully by reference for all purposes; and

WHEREAS, the Parties desire to amend the Agreement to increase the Maximum Compensation payable to the Firm by the County for services to be performed under the Agreement.

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

- 1. The County shall pay the Firm an additional amount not to exceed Five Hundred Thousand dollars and no/100 (\$500,000.00) to perform additional services under the Agreement.
- 2. The Maximum Compensation payable to the Firm for all services to be rendered under the Agreement is hereby increased to an amount not to exceed Eight Hundred Seventy-Five Thousand dollars and no/100 (\$875,000.00), authorized as follows:

\$75,000.00 under the Addendum to Legal Services Agreement;

\$50,000.00 under the Amendment;

\$250,000.00 under the Second Amendment; and

\$500,000.00 under this Third Amendment.

3. In no case shall the amount paid by the County for all services under the Agreement and this Third Amendment exceed the Maximum Compensation without further written agreement executed by the Parties.

4. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executed by County.

FORT BEND COUNTY

COKINOS | YOUNG

Authorized Agent - Signature

Gregory M. Cokinos

Authorized Agent - Printed Name

ATTEST:

President/CEO

Title

Date

Date

Date

Date

## AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$875,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

## **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

				1011	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING			
1	Name of business entity filing form, and the city, state and count of business.	Certificate Number: 2024-1124671			
	Cokinos Young	2024 1124071			
	Houston, TX United States	Date Filed:			
2	Name of governmental entity or state agency that is a party to the contract for which the form is		02/15/2024		
-	being filed.				
	Fort Bend County	Bend County		Date Acknowledged: 03/12/2024	
3	Provide the identification number used by the governmental enti	tification number used by the governmental entity or state agency to track or identify the co			
•	description of the services, goods, or other property to be provided under the contract.  35031				
	Legal Service Agreement Chimney Rock Project				
4			Nature of interest		
•	Name of Interested Party	City, State, Country (place of busin	ess) (check app	(check applicable)	
			Controlling I	ntermediary	
Cokinos Young		Houston, TX United States	X		
5 Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION				
	My name is	, and my date of birth is			
	My address is		,, _		
	(street)		tate) (zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct.				
	Executed inCounty	y, State of, on the	day of	_, 20	
			(month)	(year)	
	Signature of authorized agent of contracting business entity (Declarant)				