

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Third Amendment") is made and entered into by and between Burnet County, Texas ("County") and Pinnacle Consulting Management Group, Inc. ("Consultant"), collectively referred to as the "Parties."

WHEREAS, the County and Consultant entered into that certain Agreement originally executed in January 2024 (the "Original Agreement"); and

WHEREAS, the Parties thereafter executed a First Amendment to the Agreement on December 9, 2025, which modified the total not-to-exceed amount of the Agreement from Three Hundred Seventy-Seven Thousand Six Hundred Twenty-Five Dollars (\$377,625.00) to Four Hundred Forty-Seven Thousand Two Hundred Fifty Dollars (\$447,250.00) to address the need for updated appraisals; and

WHEREAS, the Parties thereafter executed the Second Agreement to the Agreement that revised the method of compensation and reflected an expanded scope of services; and

WHEREAS, the Parties now desire to further create a Third Amendment to the Agreement, revising the scope of work by adding additional area to the dimensions of one of the acquisition properties, Parcel 7, and requiring a re-working of the property's appraisal for an increased cost of \$1,250.00.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

I. Compensation Structure

The Parties hereby agree to modify the basis of compensation under the Agreement.

The Parties agree that the Consultant shall be compensated for the increased services on an hourly basis according to the rates previously agreed upon by the Parties, subject to the terms and conditions of the Agreement and previous Amendments in an additional amount not to exceed \$1,250.00.

II. Scope of Work

This Third Amendment allows for re-working the appraisal for Parcel 7 due to a Revised Acquisition Area.

The Scope of Work previously outlined in the Original Agreement and the prior Amendments outlining the services to be provided by Consultant are not modified in any manner.

Except as expressly modified herein, all scope of work provisions in the Original Agreement, and all previous amendments, shall remain in full force and effect.

III. Total Compensation

Notwithstanding the modifications set forth in this Third Amendment, the total compensation payable under the Agreement shall not exceed Four Hundred Forty-Eight Thousand Five Hundred Fifty Dollars (\$448,500.00).

Consultant shall submit itemized monthly invoices for the services performed during the preceding billing period. Each invoice shall include, at a minimum, a detailed account of hours worked, personnel performing the work, the applicable hourly rate of \$150 per hour, and a description of services rendered.

The County shall review and process each invoice in accordance with the County's standard payment procedures. Payment shall be made for approved invoices within thirty (30) days of receipt, in compliance with applicable law.

IV. Effect of Amendment

Except as expressly amended by this Third Amendment, all terms and conditions of the Original Agreement, the First Amendment, and the Second Amendment shall remain unchanged and in full force and effect.

In the event of any conflict between this Third Amendment and the Original Agreement or First and Second Amendments, the terms of this Third Amendment shall control.

V. Effective Date

This Third Amendment shall become effective as of the date of last execution by the Parties.

VI. Authority

Each signatory to this Second Amendment represents and warrants that they have full authority to execute this document on behalf of the respective Party.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the dates set forth below.

BURNET COUNTY, TEXAS

PINNACLE CONSULTING MANAGEMENT GROUP, INC.

Hon. Bryan Wilson
Burnet County Judge
Date: _____

Marcus Boyd
Vice President
Date: _____