
**AMENDMENT TO
WILLIAMSON COUNTY
SERVICE CONTRACT ADDENDUM
WITH
BERRY, DUNN, MCNEIL & PARKER, LLC
(Effective February 12, 2025)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AMENDMENT TO THE SERVICES CONTRACT ADDENDUM ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Berry, Dunn, McNeil & Parker, LLC ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective February 12, 2025 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to increase the not-to-exceed amount to support physical network segmentation and cover changes to the fiber layout design.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

AMENDMENT

- I. Section III. **Consideration and Compensation** of the Contract shall be amended as follows:

Consideration and Compensation: This Amendment will revise the compensation to add \$3,680.00 to the original Contract, as set out in the Change Request Form dated May 05, 2025, attached as Exhibit "A-1" hereto and in accordance with the Cooperative Purchasing Contract TIPS 230601. The new not-to-exceed amount for this Contract shall be **One Hundred Seventeen Thousand One Hundred Forty Dollars (\$117,140.00)**.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

II. Section XXI. **Entire Contract & Incorporated Documents: Conflicting Terms:** of the Contract shall be amended as follows:

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

- A. As described in the Proposal marked **Exhibit "A"**, incorporated by reference;
- B. The cooperative purchasing contract TIPS 230601, incorporated by reference;
- C. Insurance certificates evidencing coverages required herein above and;
- D. Change Request Form dated May 05, 2025, attached as Exhibit "A-1".

III. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the Contract; and, furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.

IV. All other terms of the Contract which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY:

Authorized Signature

Hon. Steven Snell
County Judge

Date: _____, 20____

BERRY, DUNN, MCNEIL & PARKER, LLC:



Authorized Signature

Kevin Price
Printed Name

Date: July 11, 2025

Exhibit "A"
Change Request Form dated May 05, 2025

Change Request Form

Enterprise Asset Management (EAM) System Selection Project

Date: May 5, 2025

Change Request #1

1.0 Description of Change:

This change request authorizes BerryDunn to facilitate vendor outreach information sessions.

2.0 Reason for Change:

The contract between Williamson County and Berry, Dunn, McNeil & Parker, LLC included an optional deliverable for the facilitation of vendor outreach information sessions with software vendors in the EAM marketplace. Through the project's first phase, Current State Discovery, County staff decided to move forward with participating in the vendor outreach information sessions. These sessions will educate County staff on the capabilities of modern EAM software vendors and will inform the development of the functional and technical requirements which will be included in the County's request for proposal (RFP) for a new software system.

3.0 Budget:

The cost for the change request is \$3,680 which provides for the planning, facilitation, and follow-up for vendor information outreach sessions with up to six vendors (two hours each).

Task/Deliverable	Cost
2.1. Facilitate vendor outreach information sessions.	\$3,680
Total	\$3,680

4.0 Timeframe

This work is anticipated to be performed in June 2025.

County Approval:

Change Request: Approved Denied

Signature (County Representative)

Date



Signature (BerryDunn)

July 11, 2025

Date