

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**AMENDMENT TO
PROFESSIONAL CONSULTING
SERVICES AGREEMENT**

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 PROFESSIONAL CONSULTING SERVICES AGREEMENT ("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 ("Consultant"), both of which are referred to herein as the parties.

WHEREAS, the County and Consultant entered into a Professional Consulting Services Agreement ("Agreement") dated effective July 2, 2024, setting forth the terms and conditions pursuant to which Consultant agreed to provide certain services;

WHEREAS, the Parties desire to amend the Project Completion Date;

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

AMENDMENT

- I. **SECTION II (A) – TERM AND TERMINATION** of the Agreement shall be amended as follows:

“This Agreement shall be in full force and effect as of the date of the last party’s execution below (“Effective Date”) and shall continue until the Project Completion Date or when terminated pursuant to this Agreement, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in the SOW shall be fully performed and

delivered to the satisfaction of the County. The Parties acknowledge that the Project Completion Date is set to be **October 31, 2025**, however this date may be amended at the sole discretion of the County. Consultant shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Services will not be completed on or before the Project Completion Date and in full accordance with the terms of the SOW. Upon successful completion of the services as described in the SOW, this Agreement shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.”

- II. 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 Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.
- III. All other terms of the Agreement 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.


In all other respects, the Agreement is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this Amendment. It is mutually understood that this Amendment shall not become effective until signed by both parties below.

WILLIAMSON COUNTY:

BERRY, DUNN, MCNEIL & PARKER, LLC.

Authorized Signature



Authorized Signature

Printed Name

Seth Hedstrom

Printed Name

Date: _____, 20__

Date: September 24, 2025