## AMENDMENT TO THE AGREEMENT WITH WESTWOOD PHARMACY

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 AGREEMENT (hereinafter "Amendment") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and MAO Pharmacy, Inc. t/a Westwood Pharmacy (hereinafter "Westwood"), both of which are referred to herein as the parties.

## RECITALS

WHEREAS, the County and Westwood previously executed an Agreement, effective on April 19, 2021, wherein Westwood agreed to provide pharmaceutical service and supplies for a term of three years, ending on April 18, 2024;

WHEREAS, County desires to amend the Agreement to extend the Agreement for an additional one-year term;

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

## **AGREEMENT**

- I. Section 2, Term, of the Agreement shall be amended as follows:
  - <u>Term</u>: The term of this Agreement shall commence on April 19, 2021, and shall remain in full force and effect for a period of one (1) year with the option of three (3) additional renewals.
- II. The Agreement shall be modified to include Section 6, <u>Termination for Convenience</u>, as follows:
  - <u>Termination for Convenience</u>: Either party may terminate this Agreement for convenience by providing thirty (30) day written notice to the other party. Upon such termination, County shall have no further obligation to Westwood except payment for purchases made prior to the termination. Termination for convenience shall not relieve either party from any liability or obligation that has accrued prior to the termination

date.

- III. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.
- IV. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in fill 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:	WESTWOOD PHARMACY:
Eth Manual (n. Bill Convol (Apr 9, 2024 1 24 CDT)	Shubbro Pal
Judge Bill Gravell, Jr.	Printed Name
County Judge	Shareno M
Date: Apr 9, 2024 , 20	Authorized Signature
	Date: 3   18 , 20 24