

STATE OF TEXAS)
)
 COUNTY OF TRAVIS) **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the, “Amendment”) entered into this ____ day of _____, 2023 (the, “Effective Date”), by and between the City of Manor, Texas, a Texas municipal corporation (the, “City”) and Chickenango Marketing Solutions, Inc. (the, “Consultant”).

WHEREAS, the City and the Consultant entered into that certain Professional Services Agreement dated the 11th day of July, 2023 (the, “Agreement”), and;

WHEREAS, the Agreement indicated that the services to be performed under the Agreement would be completed by the 31st day of October, 2023 (the, “Completion Date”); and

WHEREAS, the Consultant and the City have mutually agreed to extend the Completion Date to the 15th day of December 2023.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof are hereby acknowledged, the City and the Consultant agree to the following:

1. The foregoing recitals are true and correct.
2. Section I(f) is hereby amended to read as follows:

This Agreement will begin on the Effective Date and shall expire on the completion of all the tasks required under this Agreement, or the 15th day of December 2023, whichever occurs first, unless otherwise indicated in this Agreement.

3. The chart in Section I(i) is deleted and replaced with the following:

July: Kickoff meeting, prep time and discovery	\$880.00
July – August: Discovery and Research Phase	\$11700.00
August-September: Visual Identity Concepts and selection, Final Design & Guidelines Creation	\$20520.00
December: Finalization of Deliverables and Final Implementation	\$14650.00
Ongoing: Allotment for coordinating meetings, etc., over the course of the branding initiative	\$1130.00
TOTAL:	\$48880.00

4. Section I(k) is hereby amended to read as follows:

The Consultant will begin work on July, 11, 2023, or as soon as notice to proceed is provided to Consultant, and will complete the Project by December 15th, 2023.

5. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Contract.

6. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.
7. **Statutory Verifications.**
 - a. To the extent this Amendment constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
 - b. To the extent the Amendment constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
 - c. The Consultant hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).
 - d. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an

existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- e. If applicable, Consultant has complied with the requirements of Texas Government Code 1295 regarding "Certificates of Interested Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to effective as of the Effective Date as written above.

CITY OF MANOR
a Texas municipal corporation

BY: _____
Scott Moore, City Manager

ATTEST:

By: _____
Lluvia T. Almaraz, City Secretary.