

**FIRST AMENDMENT TO RELOCATION OF FOREST NORTH
UTILITIES INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF AUSTIN AND WILLIAMSON COUNTY**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“First Amendment”) is made and entered into by and between the **City of Austin**, a Texas home-rule (“**City**”) and **Williamson County** (“the County”).

RECITALS:

WHEREAS, on March 22, 2016, the City and the County executed an “Interlocal Agreement Regarding relocation of Forest North utilities (“Interlocal Agreement”) that set forth agreed terms for the design and construction of certain utility relocations that were determined to be necessary to allow the County to improve the storm drainage in the Forest North neighborhood.

WHEREAS, the total costs in the design and construction of Water and Wastewater lines is **\$1,061,753.90** higher than original Interlocal Agreement amount of **\$1,096,195.15**

WHEREAS, the City and the County now desire to enter into this First Amendment to the Interlocal Agreement to reflect the City’s reimbursement amount to the County for the Water and Wastewater Relocation project for a total reimbursement not to exceed **\$2,265,846.50**, as detailed herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants set forth below, the City and the County, hereby amend the Interlocal Agreement as follows:

**I.
AMENDMENTS TO THE WATER AND WASTEWATER RELOCATION PROJECT
INTERLOCAL AGREEMENT**

1.01. From and after the date of this First Amendment, all references in the Interlocal Agreement shall mean and refer to the Interlocal Agreement as amended by this First Amendment.

1.02 Section 6 (a) Financial Obligation is amended to read as follows:

6. Financial Obligations

- (a) The City Agrees to pay the all costs for Utility Lines Improvements, including the cost of design and integration of the Utility Lines adjustments into the Project, construction, testing and the cost of any change orders made necessary by field changes to address unanticipated conditions under the terms and conditions on this agreement. The total amount for design and integration of PS&E services is \$298,300.46 and the total

construction cost of \$1,859,648.59 and a 5% contingency of \$107,897.45 for a total not to exceed **\$2,265,846.50**

II. GENERAL CONDITIONS

2.01. Effect of This Amendment. The terms and conditions of the Water Line Relocation Project Agreement are incorporated by reference for all purposes. Except as specifically amended and modified by this First Amendment, the parties hereby agree that the terms and conditions of the Interlocal Agreement are in full force and effect as written.

2.02. Resolution of Conflicts. If there is any conflict or inconsistency between the provisions of this First Amendment and the Water Line Relocation Interlocal Agreement, the provisions of this First Amendment will control.

2.03. Defined Terms. All terms in this First Amendment that are defined in the Interlocal Agreement shall have the same meaning in this First Amendment as in the Interlocal Agreement. Other terms have the meanings commonly ascribed to them.

2.04. Duplicate Originals. This First Amendment may be executed in duplicate originals, each of equal dignity.

2.05. Effective Date. This First Amendment will be effective from and after the date of execution by the City and Williamson County,

IN WITNESS WHEREOF, the authorized representatives of the City and Williamson County, have executed this First Amendment, as of the date(s) indicated below.

(signatures on the following page)

CITY OF AUSTIN:

By: _____

[Signature]

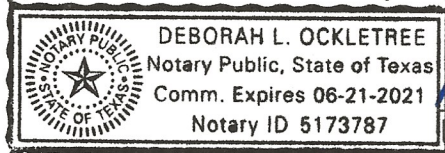
Greg Meszaros
Director, Austin Water

THE STATE OF TEXAS

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COUNTY OF TRAVIS

THIS INSTRUMENT was acknowledged before me on this 20th day of October, 2020, by Greg Meszaros, Director of Austin Water of the City of Austin, a Texas home-rule municipality, on behalf of said municipality.



[Signature]
Notary Public, State of Texas

Approved as to form:

Clark Cornwell

Assistant City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____

William Gravell, Jr., County Judge

Date: _____

ATTEST:

Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2020,
by William Gravell, Jr., County Judge on behalf of Williamson County.

Notary Public, State of Texas