

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**SECOND COUNTY ADDENDUM TO
INTERLOCAL AGREEMENT
REGARDING RELOCATION OF WATER
SYSTEM IMPROVEMENTS
(Aqua Utilities, Inc.)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS SECOND ADDENDUM TO INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Aqua Utilities, Inc** dba Aqua Texas, Inc (hereinafter "Aqua"). The parties originally entered an Interlocal Agreement on January 26, 2021 (hereinafter "Agreement"). The parties subsequently entered an Addendum to the Agreement on December 5, 2023 (hereinafter "Addendum") to increase the reimbursement cap set forth in the Agreement (Section 2.05(a)) from a not-to-exceed amount of Four Hundred Sixty Eight Thousand Dollars (\$468,000) to a not-to-exceed amount of Five Hundred Sixty Eight Thousand Dollars (\$568,000). Aqua is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Repayment of Costs: This amendment will revise the Addendum reimbursement cap set forth in the Addendum (Section I) for inspection, permitting, construction, and other services related to the relocation of the waterlines from a not-to-exceed amount of Five Hundred Sixty Eight Thousand Dollars (\$568,000) to not-to-exceed amount of **Eight Hundred Sixty Eight Thousand Dollars (\$868,000)** for inspection, permitting, construction, and other services related to the relocation of the waterlines.

II.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature
Date: _____, 2024

AQUA UTILITIES, INC:

DocuSigned by:

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Authorized Signature
Date: 1/31/2024, 2024

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