

**AMENDMENT TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND CITY OF LIBERTY HILL
FOR WATER AND WASTEWATER UTILITY
IMPROVEMENT PROJECTS**

**FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

THIS AMENDMENT to Subrecipient Agreement is made and entered into by and between Williamson County, Texas (“County”) and the City of Liberty Hill, Texas (“Subrecipient”), both being political subdivision of the State of Texas (collectively referred to as “Parties”).

RECITALS

WHEREAS, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and City of Liberty Hill for Water and Wastewater Utility Improvement Projects [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] (“Agreement”), which became effective as of March 21, 2023;

WHEREAS, it has become necessary to amend the Agreement;

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

AGREEMENTS

- 1. Article II - Payment** of the Agreement shall be amended and supplanted, in its entirety, by the following:

The COUNTY shall make available an amount of up to **TWO MILLION FIVE HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED FORTY-THREE DOLLARS (\$2,577,643.00)** to SUBRECIPIENT from the COUNTY's SLRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form;
 - ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR;
 - iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel;
 - iv. Invoices of all other expenditures; and
 - v. Proof of payment of all expenditures
2. **Appendix A – Scope of Services** of the Agreement shall be amended and supplanted, in its entirety, by the Appendix A attached hereto, which is being incorporated herein by reference.
3. **Appendix B – Program or Project Budget/Allowable Expenses** of the Agreement shall be amended and supplanted, in its entirety, by the Appendix B attached hereto, which is being incorporated herein by reference.
4. 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.
5. All other terms of the Agreement and any prior amendments thereto 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.

WILLIAMSON COUNTY, TEXAS
(County)

By: _____

Printed Name: _____

Title: As Presiding Officer,
Williamson County
Commissioners Court

Date: _____, 20____

CITY OF LIBERTY HILL, TEXAS
(Subrecipient)

By: _____

Printed Name: Josh Armstrong

Title: Finance Director

Date: March 14, 2025

APPENDIX A – SCOPE OF SERVICES

1. Downtown Area AC Water Pipe Replacement: Replacement of failing water lines is important to protect the water supply as well as prevent non-compliant low-pressure areas due to line breakage. The Subrecipient's water system began as a rural water supply in the 1960's and was known as Liberty Hill Water Supply Corporation. One of the primary materials used to construct this water system was Asbestos Cement (AC) pipe. This pipe is now starting to fail and is a serious health hazard for workers completing repairs. The projects in this section would replace these failing AC pipes with modern PVC pipes through the downtown area. The estimated cost for these improvements is \$650,000.
2. Water Tower #3 Rehabilitation: Elevated storage is important (and required by TCEQ) for system reliability and operation. The Subrecipient's largest elevated storage tank is in need of rehabilitation to meet the state's drinking water system requirements. This project will keep the Subrecipient's water system in compliance with state regulations for elevated storage. The estimated cost for these improvements is \$233,396.
3. Liberty Hill Elementary Wastewater Collection System Improvements: Wastewater collection system capacity is necessary to provide service for the expansion of Liberty Hill Elementary School. The current wastewater collection system does not have the needed capacity to serve the school's expansion, therefore new collection system improvements are required. The estimated cost for these improvements is \$1,694,247.

APPENDIX B – PROGRAM OR PROJECT BUDGET/ALLOWABLE EXPENSES

5.11 – Downtown Area AC Water Pipe Replacement: \$650,000

5.14 – Water Tower #3 Rehabilitation: \$233,396

5.20 – Liberty Hill Elementary Collection System Improvements: \$1,694,247
