SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

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THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This Second Amendment To Interlocal Agreement For Law Enforcement Services ("Second Amendment") is entered into effective as of the last party's execution hereof, by and between **BRUSHY CREEK MUNICIPAL UTILITY DISTRICT** (hereinafter called the "District") and WILLIAMSON COUNTY, TEXAS (hereinafter called the "County").

RECITALS

A. Whereas, the District and County entered into that certain Interlocal Agreement dated effective March 25, 2010 as amended by First Amendment to Interlocal Agreement for Law Enforcement Services dated effective August 2, 2011 (as amended, the "Agreement") setting forth the terms and conditions pursuant to which the County agreed to provide additional law enforcement services within the territorial confines of the District; and

B. Whereas, the Parties desire to extend the term of the Agreement.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits of this Second Amendment, the sufficiency of which is hereby acknowledged by the Parties, the District and the County contract and agree as follows:

- Section 1. Extension of Term. The Parties agree that effective as of the expiration of its original term, the Agreement shall remain in full force and effect through September 30, 2013. The Agreement may thereafter be renewed annually with the written consent of the County and the District, such consent being obtained by the Parties at least thirty (30) days prior to the expiration of the then current term.
- Section 2. <u>Effect on Prior Agreement.</u> Except as specifically modified by this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
- Section 3. <u>Capitalized Terms.</u> Except as specifically defined herein, all capitalized terms in this Second Amendment shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested by their duly authorized officers, as of the last date of execution below.

	By: Dan A. Gattis, County Judge Date Signed: 10 ~ 22 ~ 2 ~ 12
APPROVED AS TO FORM AND SUBSTANCE: WILLIAMSON COUNTY ELECTED OFFICIAL By James R. Wilson, Sheriff Date Signed:	
	BRUSHY CREEK MUNICIPAL UTILITY DISTRICT By: Sullow Sullow Printed Name: Rebecca Tullos Title: Board President Date Signed: September 27, 2012

Russ Shermer, Secretary Board of Directors