

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

BETWEEN THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT AND THE TOWN OF HORIZON CITY, TEXAS FOR REIMBURSEMENT OF ACTUAL DESIGN EXPENSES IN ONNECTION WITH THE CONSTRUCTION OF A SEWER SERVICE LINETO BE INSTALLED AS PART OF THE TOWN OF HORIZON CITY MUNICIPAL FACILITIES PHASE I PROJECT TO ALLOW FOR THE DESIGN AND OF TIE-IN TO EXISTING WATER LINES TO SERVE THE OF HORIZON CITY MUNICIPAL FACILITIES PHASE I PROJECT

This First Amendment to the Interlocal Agreement (“First Amendment”) is made and entered into by and between the **Horizon Regional Municipal District (“District”)** a political subdivision of the State of Texas operating pursuant to Chapters 49 and 54 of the Texas Water Code and the **Town of Horizon City (“City”)** a municipal corporation and a political subdivision of the State of Texas effective as of the last dated signed and dated below (the “Effective Date”).

WHEREAS, the District and the City entered into an Interlocal Agreement for the purpose of working collaboratively with the extension of sanitary sewer service line that will serve the Municipal Facilities Phase I Project (“Project”);

WHEREAS, pursuant to said Interlocal Agreement the District committed to design the extension of the sanitary sewer service across Darrington Road for the Project;

WHEREAS, the City agreed to reimburse the District for the actual cost of the design for the sanitary sewer line extension;

WHEREAS, the parties have agreed that it will be expeditious for the District to also design the tie-in to the existing water line for the Project; and

WHEREAS, the parties desire to amend the Interlocal Agreement in order to expand the scope of services to include the design of the tie-in to the existing water line for the Project and the reimbursement of the actual expenses incurred.

NOW, THEREFORE, in consideration for the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties acting by and through their respective governing bodies, having determined that it is in the public interest to enter into this First Amendment to Interlocal Agreement, agree as follows:

1. **Interlocal Cooperation.** This First Amendment to the Interlocal Agreement is made and entered into pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act (the “Act”) and the City and the District are each political subdivisions fully authorized by the Act to enter into this First Amendment.
2. **District Responsibilities.** The District will design, or caused to be designed, the tie-in to the existing water line for the Project and will provide all the design documents to

contractor so they can install the tie-in to the existing water line for the Project and provide the services set forth on Attachment "A" attached hereto and incorporated herein by reference.

Upon completion of construction of the tie-in, it shall become District Property, and all future maintenance and repair shall become the responsibility of the District.

3. **City's Responsibilities.** The City will reimburse the District for the actual cost of designing the sewer line upon the completion of the construction and transfer ownership of the line to the District.
4. **Ratification.** All other terms and conditions of the Interlocal Agreement except as expressly amended herein shall remain in full force and effect.

Signed and effective the ____ day of _____, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

**HORIZON REGIONAL MUNICIPAL
UTILITY DISTRICT**

By: _____
Bob Jarvis, President