

**FIRST AMENDMENT TO COST PARTICIPATION AGREEMENT BETWEEN THE
JOHNSON COUNTY SPECIAL UTILITY DISTRICT AND THE CITY
OF JOSHUA, TEXAS**

THIS FIRST AMENDMENT TO COST PARTICIPATION AGREEMENT BETWEEN THE JOHNSON COUNTY SPECIAL UTILITY DISTRICT AND THE CITY OF JOSHUA, TEXAS (“Agreement”), is entered into as of this ____ day of _____, 2024, by and between the **JOHNSON COUNTY SPECIAL UTILITY DISTRICT** (“District”) and the **CITY OF JOSHUA, TEXAS**, a home-rule municipality of the State of Texas (“the City”). Collectively, the District and the may be referred to as “Parties” and individually as a “Party,” acting by and through their respective authorized officers.

WHEREAS, on or about November 28, 2022, the District and the City entered into a Cost Participation Agreement (“2022 Agreement”) whereby the City financially participated in the District’s construction of the 16-inch Joshua Main Street Water Line Project (“Project”), as more fully described in the 2022 Agreement; and

WHEREAS, the 2022 Agreement further provided the Parties would endeavor to mutually agree to a formula for the apportionment of costs for the Project; and

WHEREAS, the Parties have agreed to amend the 2022 Agreement to acknowledge that the City hereby has no obligation or responsibility to pay the District \$872,314.00, as referenced in Paragraph 3(a) of the 2022 Agreement, and that no formula will be necessary relative to the apportionment of costs.

NOW, THEREFORE, for and in consideration of the terms, conditions and covenants set forth herein, the Parties agree as follows:

1. **Elimination of Requirement of City to Pay District Certain Costs.** The Parties hereby acknowledge and agree that the City shall have no obligation or responsibility to pay the District \$872,314.00, as referenced in Paragraph 3(a) of the 2022 Agreement.
2. **Elimination of Mutually Agreeable Formula.** The Parties hereby acknowledge and agree that, pursuant to Paragraph 1 of the 2022 Agreement, neither Party shall be required to agree with the other to agree to a formula relative to the apportionment of costs relative to end users of the services contemplated by the construction of the Project.
3. **Effect of this Agreement.** All other provisions of the 2022 Agreement shall remain in full force and effect, except to the extent referenced herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

JOHNSON COUNTY SPECIAL UTILITY DISTRICT

Josh Howard, General Manager

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Josh Howard, General Manager of the Johnson County Special Utility District.

Notary Public, State of Texas

THE CITY OF JOSHUA, TEXAS

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Scott Kimble, Mayor of the City of Joshua, Texas.

Notary Public, State of Texas