

**EXHIBIT**

**"A"**

**SECOND AMENDMENT  
TO THE INTERLOCAL AGREEMENT FOR  
INTERIM WATER SUPPLY BETWEEN  
THE CITY OF ROUND ROCK  
AND  
THE CITY OF CEDAR PARK**

**STATE OF TEXAS                                   §  
  §       **KNOW ALL BY THESE PRESENTS**  
COUNTY OF WILLIAMSON                   §**

THIS SECOND AMENDMENT ("Second Amendment") is to that one certain Interlocal Agreement for Interim Water Supply (2013), executed September 10, 2013 ("Agreement") by and between the City of Cedar Park ("Cedar Park") and the City of Round Rock ("Round Rock"), collectively referred to herein as "the Parties."

**RECITALS**

1. The Parties previously on September 10, 2013 entered into the Agreement providing that Round Rock would permit Cedar Park to utilize some of Round Rock's excess water capacity on an interim basis.
2. The Parties previously entered into the First Amendment to the Agreement extending the Term until September 30, 2015.
3. By mutual consent, the Parties wish to extend the Term until December 31, 2015 and to increase the Firm Service to a peak daily flow of 4 MGD.
4. Cedar Park and Round Rock desire to amend the Agreement to reflect the above changes.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, Cedar Park and Round Rock hereby contract and agree as follows:

**ARTICLE ONE  
DEFINITIONS**

1.01 Unless the context clearly requires otherwise, terms used in this Second Amendment shall have the meaning as set forth in the Agreement.

**ARTICLE TWO  
AMENDMENTS**

2.01 Article 2.03 Establishment of Maximum Level of Firm Service is hereby amended to read as follows:

Round Rock and Cedar Park agree that, for the term of this Agreement, Round Rock will provide to Cedar Park at the Point of Delivery, Firm Service up to a peak daily flow of 4.0 MGD on a firm or assured basis ("Firm Service"). During said period, Interim Water Service in excess of a peak daily flow of 4.0 MGD will be provided only on an as available basis ("As Available Service").

2.02 Article 3.01. Term of Agreement is hereby amended to read as follows:

This Agreement shall be effective until the 31st day of December, 2015.

**ARTICLE III  
MISCELLANEOUS**

3.01 To the extent necessary to effect the terms and provisions of this Second Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

3.02 This Second Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Second Amendment to be duly executed as of the day and year first above written.

**CITY OF CEDAR PARK, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

LeAnn Quinn, City Secretary

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Alan McGraw, Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Sara White, City Clerk