

**FIRST AMENDMENT TO THE**  
**EMERGENCY WATER SUPPLY AGREEMENT**  
**BETWEEN THE CITY OF LAMPASAS, TEXAS AND**  
**KEMPNER WATER SUPPLY CORPORATION**

This First Amendment (“Amendment”) to the Emergency Water Supply Agreement (“Agreement”) is entered into as of March 25, 2024, by and between Kempner Water Supply Corporation (“KWSC”), a nonprofit water supply corporation acting pursuant to Chapter 67 of the Texas Water Code, and the City of Lampasas, Texas (“City”), a municipal corporation of the State of Texas (collectively herein, the “Parties”) for the purpose of amending the Agreement to extend the term, and to amend the cost of emergency water provided to the City.

**RECITALS**

WHEREAS, the Parties entered into the Agreement on November 13, 2023, with an effective date of October 1, 2023, for the purposes of providing water to the City due to Emergency, as defined in the Agreement; and

WHEREAS, the Duration of Service, as defined in Article II. of the Agreement has expired; and

WHEREAS, the Parties wish to extend the Agreement, in the same form and with the same conditions for a period through October 31, 2024; and

WHEREAS, the Parties wish to adjust the Rate for emergency water delivered under the Agreement to reflect KWSC’s wholesale cost of emergency water; and

WHEREAS, the City of Lampasas, City Council approved the Amendment on March 25, 2024; and

WHEREAS, the KWSC Board of Directors approved the Amendment on March 27, 2024.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions, hereinafter set forth, KWSC and the City agree to the following amendments to the Emergency Water Supply Agreement:

**ARTICLE II. GENERAL CONDITIONS FOR PROVISION OF EMERGENCY WATER SERVICE,  
D. DURATION OF SERVICE**

Shall be deleted in its entirety and replaced with the following:

D. Duration of Service. KWSC agrees to provide emergency water service to the City in accordance with this Emergency Agreement through October 31, 2024, for the reasonable duration of any Emergency giving rise to the request; or the reasonable duration needed for CTWSC to make necessary repairs to its water system to provide water to KWSC and the City under the 2005 KWSC-CTWSC Contract.

ARTICLE IV. RATES AND PAYMENT  
A. RATES

The "Rate" shall be changed to \$2.11 per 1,000 gallons. All other language in A. Rates, shall remain the same.

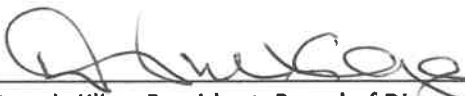
AGREED:

CITY OF LAMPASAS:

\_\_\_\_\_  
Finley deGraffenried, City Manager

\_\_\_\_\_  
date

KEMPNER WATER SUPPLY CORPORATION

  
\_\_\_\_\_  
Dennis Kliza, President, Board of Directors

05/22/24  
\_\_\_\_\_  
date