

STATE OF TEXAS

TWDB Contract No.1148301314

COUNTY OF TRAVIS

TEXAS WATER DEVELOPMENT BOARD,

NORTH TEXAS MUNICIPAL WATER DISTRICT and

TRINITY RIVER AUTHORITY

AMENDMENT NO. 6

This Contract and Agreement previously made and entered into on August 22, 2011 by the Texas Water Development Board (TWDB) and the North Texas Municipal Water District (NTMWD), and amended on May 11, 2012, January 2, June 14, and December 30, 2013, and March 13, 2014 is hereby further amended as follows:

1. Upon January 26, 2015, and contingent upon approval by the Region C Regional Water Planning Group, NTMWD transfers and assigns all duties and responsibilities related to this contract to the Trinity River Authority (TRA). NTMWD represents and warrants to TWDB and TRA that all of the materials, documents, and other information in its possession relating to its duties under this Contract will be provided to TRA no later than February 15, 2015; and that such materials, documents, and other information are accurate and complete to the extent so denoted therein.
2. As a condition of the transfer and assignment of duties, NTMWD shall provide a final accounting of funds related to this contract to TWDB. Upon receipt by TWDB of the final accounting, NTMWD shall immediately transfer all remaining funds balances to TRA. NTMWD agrees that TRA may rely on any financial, administrative, and performance information provided, whether from NTMWD, its officers, agents, contractors, or subcontractors, and TRA shall have no duty to audit, investigate, or look behind any such information or see or confirm that payments claimed to have been made or actions taken in fact occurred.
3. TWDB agrees not to hold TRA liable for any contract related debts or erroneous expenditures of funds incurred prior to the execution of this amendment. The obligations, responsibilities, and liability of TRA under this Contract (including those of payment and performance), commence on the effective date of the assignment of the Contract. TRA is not obligated, responsible, or liable for acts or omissions of NTMWD or any matters arising or done under the Contract prior to the date of assignment.
4. The TWDB agrees not to hold TRA liable for any lack of or incomplete documentation relating to this contract that occurred prior to the execution of this amendment. TWDB recognizes that the materials, records, and archives held or produced by NTMWD relating to the Contract may be missing, incomplete, or inaccurate and TRA has no responsibility or obligation to TWDB for the presence or absence,

completeness, or accuracy of such materials, records, or archives of their creation or recreation.

5. TRA assumes no liability and will not incur any liability for the substantive decisions of the Regional Water Planning Group, defined in Section I, Article I, Item S.
6. As now assigned and transferred to TRA, all other terms and conditions of TWDB Contract No. 1148301314 shall remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Contract and Agreement to be duly executed in triplicate.

TEXAS WATER DEVELOPMENT BOARD      NORTH TEXAS MUNICIPAL WATER DISTRICT

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Jeff Walker  
Deputy Executive Administrator  
Water Supply and Infrastructure

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Thomas W. Kula  
Executive Director

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

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

TRINITY RIVER AUTHORITY

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J. Kevin Ward  
Executive Director

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