

**SECOND AMENDMENT
to WATER SERVICE AGREEMENT**
(GCWW service to Boone-Florence Water Commission)

This *Second Amendment to Water Service Agreement* (“**Second Amendment**”) is made by and between the CITY OF CINCINNATI, OHIO (“**Cincinnati**”), the BOONE-FLORENCE WATER COMMISSION (“**Water Commission**”), the BOONE COUNTY WATER DISTRICT (“**Boone**”), and the CITY OF FLORENCE, KENTUCKY (“**Florence**”) effective on the Second Amendment Effective Date as defined on the signature page hereof.

RECITALS:

- A. Cincinnati, Water Commission, Boone and Florence are parties to a certain *Water Service Agreement* dated March 2, 1999, subsequently amended by a *First Amendment to the Water Service Agreement* dated August 1, 2008 (as amended, the “**Agreement**”) for Cincinnati to provide efficient and cost-effective wholesale water service to Boone, Florence and the Water Commission.
- B. The Agreement has been approved pursuant to KRS 65.260 by the Attorney General of the Commonwealth of Kentucky as an Interlocal Cooperative Agreement authorized by KRS Chapter 65.210 through 65.300 and the parties acknowledge they may enter into such agreements or contracts for a period not exceeding (50) years under KRS 74.490.
- C. BFWC plans to initiate a water visioning process with other regional water stakeholders to understand, plan for and address such issues as water security and meeting the long-term water needs of their constituents.
- D. The Agreement provides for a term of 29 years with a current expiration date of March 2, 2028, and the parties desire to extend the term by five years to expire in 2033 in order to allow for the visioning planning process and any longer term water infrastructure planning needs. The terms *Water System Infrastructure Maintenance Agreement* dated March 9, 2006 between the Boone-Florence Water Commission and the City of Cincinnati is also being amended by a separate instrument to reflect a similar expiration date.
- E. Capitalized terms in this Amendment shall have the meaning defined in the Agreement, unless another definition is provided in this Amendment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

- 1) **Term.** The first sentence of Section 2 (*Agreement Duration, Termination, and Default*) shall be amended and restated as follows:

“This Agreement shall be in force for a period of 34 years commencing on March 2, 1999.”

- 2) **Ratification.** All terms of the Agreement not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Agreement, as amended hereby, is hereby ratified by the parties.

- 3) This Amendment may be executed in counterparts; and a facsimile, PDF or electronic signature shall be deemed to be, and shall have the same force and effect as, an original signature.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates indicated below the signatures, effective on the latest of such dates (the “**Second Amendment Effective Date**”).

BOONE COUNTY WATER DISTRICT

By: _____
_____, Chairperson

Date: _____, 2021

BOONE-FLORENCE WATER COMMISSION

By: _____
_____, Chairperson

Date: _____, 2021

CITY OF FLORENCE

By: _____
Diane E. Whalen, Mayor

Date: _____, 2021

[CINCINNATI SIGNATURE PAGE FOLLOWS]

Execution of this Second Amendment is authorized by Ordinance No. ____-2021, dated ____2021.

CITY OF CINCINNATI

By: _____
Paula Boggs-Muething, City Manager

Date: _____, 2021

Recommended by:

Cathy B. Bailey, Director
Greater Cincinnati Water Works

Approved as to form by:

Assistant City Solicitor

Certification of Funds:

Date: _____
Funding: _____
Amount: _____
By: _____
Karen Alder, Finance Director