

# EXHIBIT

## "A"

FIRST AMENDMENT TO THE  
WASTEWATER SERVICE AGREEMENT  
BETWEEN THE  
CITY OF ROUND ROCK  
AND THE  
CITY OF LEANDER

This FIRST AMENDMENT TO THE WASTEWATER SERVICE AGREEMENT BETWEEN THE CITY OF ROUND AND THE CITY OF LEANDER (the "First Amendment") is dated and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Round Rock ("Round Rock") and the City of Leander ("Leander"), both home rule municipalities, collectively the "Cities."

### RECITALS

WHEREAS, on May 13, 2010, the Cities entered into that one certain Wastewater Service Agreement Between the City of Round Rock and the City of Leander, (the "Service Agreement"); and

WHEREAS, the Cities wish to amend the Service Agreement to increase the Leander Contractual Flows and to increase the Leander Base Charges; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Cities mutually agree as follows:

### ARTICLE I DEFINITIONS

1.01 All terms used herein shall have the meanings assigned to them in the Service Agreement, unless the context clearly requires otherwise.

### ARTICLE II AMENDMENTS

2.01 The Service Agreement, Article I, Section 1.01. G. is hereby amended to read as follows:

G. "Leander Base Charges" means the cost allocated to Leander of the portion of Round Rock's debt allocable to the Treatment Plant and necessary to serve Leander, which cost is hereby agreed to be \$21,088.13 per month.

2.02 The Service Agreement, Article I, Section 1.01. H. is hereby amended to read as follows:

H. "Leander Contractual Flows" means up to, but no more than 1.5 MGD of daily peak flow of Wastewater to be delivered by Leander into the Point of Entry for the System.

2.03 The Service Agreement, Article IV, Section 4.04. (a) is hereby amended to read as follows:

(a) General. On or before the fifteenth day of each month, Leander shall pay its Leander Base Charge and its Leander O & M Charge. During the term of this Agreement, Leander Base Charge for Leander to be paid each month shall be in the amount of \$21,088.13, which Leander and Round Rock believe is a reasonable basis upon which to allocate said costs.

2.04 The Service Agreement, Article IV, Section 4.04. (d) is hereby amended to read as follows:

(d) In the event additional capital costs are incurred due to the repair or rehabilitation of the Treatment Plant on behalf of Leander, the City of Round Rock reserves the right to issue additional debt for such improvements made on behalf of Leander and to increase the \$21,088.13 per month payment accordingly. The Leander Base Charge will be amended accordingly. Except in the event of emergencies, Round Rock agrees to provide not less than 90 days prior written notice of any such proposed repair or rehabilitation, along with information regarding the necessity thereof, the projected costs thereof, and the allocation of costs associated therewith to Leander.

2.05 The Service Agreement, Article V. Section 5.04. Term is hereby amended to read as follows:

Section 5.04. Term. In the event that this Agreement is not terminated because of an expansion or because of Round Rock's need for capacity, as set out above, then this Agreement shall terminate on December 31, 2023.

### ARTICLE III MISCELLANEOUS

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

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

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

(SIGNATURES ON FOLLOWING PAGES)

**CITY OF ROUND ROCK, TEXAS**

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**Alan McGraw, Mayor**

**Attest:**

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**Sara White, City Clerk**

**CITY OF LEANDER**

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**Christopher Fielder, Mayor**

**ATTEST:**

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**Debbie Haile, City Secretary**