

# EXHIBIT

## "A"

### MEMORANDUM OF UNDERSTANDING FOR WATER RESOURCE EVALUATION PROJECT FOR WILLIAMSON COUNTY

This Memorandum of Understanding, ("Memorandum") is entered into by and among the Brazos River Authority, ("BRA"), with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710, the City of Georgetown ("Georgetown"), with a mailing address of 300-1 Industrial Ave., Georgetown, Texas 78626, and the City of Round Rock ("Round Rock"), with a mailing address of 221 E. Main Street, Round Rock, Texas 78664, (collectively "Participant(s)"), to be effective as of the date last executed below ("Effective Date").

#### RECITALS

**WHEREAS**, the State of Texas has determined that a regional approach for planning and developing water resource projects is an effective methodology for meeting local needs and managing the state's resources;

**WHEREAS**, BRA was created by the Texas Legislature to manage the water resources of the Brazos River Basin;

**WHEREAS**, Georgetown and Round Rock desire to acquire additional water resources to meet the needs of their citizens;

**WHEREAS**, the State Water Plan has identified needs throughout Williamson County for additional water resource supply and public water supply infrastructure;

**WHEREAS**, BRA intends to pursue the development of additional water resource supplies across the Brazos River Basin and provide a framework for water supply project evaluation and prioritization that considers benefits, risk, and fiscal impact and sustainability;

**WHEREAS**, Participants have each been reviewing various water supply options for addressing long term water resource supply needs; and

**WHEREAS**, Participants have determined that a collaborative approach to water development will prove beneficial and therefore will work together to define water resource needs, identify potential developable sources of water, and projects to meet the water needs of parts or portions of Williamson County.

**NOW, THEREFORE**, Participants in consideration of the mutual covenants, obligations, and benefits provided herein, agree as set forth above and hereinafter:

#### Article I. Cooperative Understanding

**1.1** Participants intend to jointly pursue a collaborative water resource development and planning project ("Project") to meet long-term water supply needs in Williamson County.

**1.2** The Project may contain multiple phases, with the Participants determining funding levels in subsequent interlocal agreements.

**1.3** In an effort to facilitate the contemplated long-term water development initiatives and planning efforts, the Participants shall establish a Participant Committee, which will work collaboratively to identify and implement sustainable solutions and provide regional approaches to water resource solutions in Williamson County.

**1.4** Each Participant will appoint a representative 1) to attend all Participant Committee meetings; 2) to participate and receive information; and 3) to provide input during the preparation of the Project.

## **Article II. Project Initiatives**

**2.1** BRA, Georgetown, and Round Rock intend to perform a collaborative study, to identify regional and long-term water solutions for Williamson County, such as evaluating groundwater and conjunctive water development opportunities that have been presented by different marketing groups, water sharing and scenarios for potential redistribution of water supplies, and any other viable solution for regional and long-term sustainability of water supplies in Williamson County.

**2.2** Timelines for Project activities will be determined and agreed to by the Participants in subsequent interlocal agreements.

**2.3** Upon completion of the initiatives contemplated herein, the Participants agree to negotiate in good faith for the implementation of a long-term water supply solution(s). These negotiations may include further phases and/or funding for this Project.

## **Article III. General Provisions**

**3.1 Future Obligations.** This Memorandum does not obligate any Participant to participate in the development of any project beyond the efforts set forth herein.

**3.2 Entire Agreement.** The terms and provisions of this Memorandum contain the entire agreement between the Parties with respect to the matters addressed above.

**3.3 Amendments.** No modification, addition, deletion, revision or other change to this Memorandum shall be effective unless such change is reduced to writing and executed by all Parties.

**3.4 Multiple Counterparts.** This Memorandum may be executed in multiple counterparts, each of which shall constitute an original.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed,  
as of the Effective Date.

By: \_\_\_\_\_  
Dale Ross, Mayor  
City of Georgetown

\_\_\_\_\_  
Date of Execution

By: \_\_\_\_\_  
Craig Morgan, Mayor  
City of Round Rock

\_\_\_\_\_  
Date of Execution

By: \_\_\_\_\_  
David Collinsworth, GM / CEO  
Brazos River Authority

\_\_\_\_\_  
Date of Execution