

EXHIBIT A

SECOND AMENDMENT TO THE WHOLESALE WATER SERVICE AGREEMENT BETWEEN THE CITIES OF ROUND ROCK AND GEORGETOWN

THIS SECOND AMENDMENT TO THE WHOLESALE WATER SERVICE AGREEMENT BETWEEN THE CITIES OF ROUND ROCK AND GEORGETOWN (the “Second Amendment”) is dated and entered as of the 1st day of September, 2025, by and between the City of Round Rock, a Texas home rule municipal corporation, (“Round Rock,”) and the City of Georgetown, a Texas home rule municipal corporation, (“Georgetown.”) Round Rock and Georgetown are collectively referred to herein as the “Parties.”

RECITALS

Whereas, Round Rock and Georgetown entered into that one certain Wholesale Water Service Agreement Between the Cities of Round Rock and Georgetown, (the “Agreement”) on or about March 24, 2020, and

Whereas, the Agreement provided that Round Rock agreed to provide wholesale water service to Georgetown; and

Whereas, the Parties entered into that one certain First Amendment to the Wholesale Water Service Agreement Between the Cities of Round Rock and Georgetown on or about September 8, 2022 (the “First Amendment”) to delay the date when Georgetown could start taking water from the County Road 175 Point of Delivery; and

Whereas, the City of Liberty Hill (“Liberty Hill”) has requested that Georgetown and Round Rock provide Liberty Hill with .250 million gallons per day (“MGD”) of water beginning on September 1, 2025; and

Whereas, the City of Round Rock has agreed to increase the amount of Firm Service water delivered to Georgetown by the amount of .250 MGD, for a total of 3.25 MGD; and;

Whereas, this increase in the Firm Service will allow Georgetown to grant Liberty Hill’s request for .250 MGD of water; and

Whereas, the Parties now wish to amend the Agreement to provide for (i) an effective date for the original Agreement, (ii) an increase in the level of firm service, (iii) an increase in the volumetric charge, (iv) an increase in the monthly base charge, and (v) an amendment to the term of the Agreement, and other related amendments;

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 Parties mutually agree as follows:

ARTICLE I **DEFINITIONS**

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

ARTICLE II **AMENDMENTS**

Section 2.01 Because the Effective Date of the Agreement was inadvertently left blank in two places of the Agreement, Section 1.01 Effective Date and Section 7.18 Effective Date shall be amended to read as follows:

1.01 Effective Date; means the 24th day of March, 2020.

7.18 Effective Date. This Agreement shall be effective from and after the 24th day of March, 2020.

Section 2.02 Section 4.02 Level of Firm Service shall be amended to read as follows:

4.02 Level of Firm Service. The Cities agree that the initial level of Firm Service provided through the County Road 175 Point of Delivery shall be 3.0 MGD. The Cities also agree that the County Road 175 Meter shall be set so that the maximum rate of flow through the meter shall be 2,085 GPM.

Provided however, beginning with the 1st day of September, 2025, the revised level of Firm Service from the County Road 175 Point of Delivery shall be increased to 3.25 MGD, and the County Road 175 Meter shall be set so that the maximum rate of flow through the meter shall be 2,257 GPM.

Section 2.03 Section 5.02 Monthly Base Charges shall be amended to read as follows:

5.02 Monthly Base Charges.

- (a) Highlands at Mayfield. The initial monthly base charge for the water delivered through the Highlands at Mayfield Point of Delivery shall be \$14,510 for each calendar month. The monthly base charge will start June, 2020, or when Georgetown starts taking water at the Highlands at Mayfield Point of Delivery, whichever first occurs.

Provided however, beginning with the 1st day of September, 2025, the above monthly base charge shall be increased to \$14,687.

- (b) County Road 175. The initial monthly base charge for the water delivered through the County Road 175 Point of Delivery shall be \$43,530 for each calendar month. The monthly base charge will start June, 2022, or when Georgetown starts taking water at the County Road 175 Point of Delivery, whichever first occurs.

Provided however, beginning with the 1st day of September, 2025, the above monthly base charge shall be increased to \$47,732.

Section 2.04 Section 5.03 Volumetric Charge shall be amended to read as follows:

5.03 Volumetric Charge. The initial volumetric charge for water delivered at both points of delivery shall be \$1.16 per 1,000 gallons of water delivered to Georgetown.

Provided however, beginning with the 1st day of September, 2025, the volumetric charge for water delivered at both points of delivery shall be \$1.22 per 1,000 gallons of water delivered to Georgetown.

Section 2.05 Section 6.02 Volumetric Charge for As Available Service shall be amended to read as follows:

6.02. Volumetric Charge for As Available Service. All Water Service at a Point of Delivery which exceeds the approved level of Firm Service determined in accordance with the foregoing procedures shall be considered As Available Service. The volumetric charge for As Available Service shall be \$1.16 per 1,000 gallons delivered to Georgetown.

Provided however, beginning with the 1st day of September, 2025, the volumetric charge for As Available Service shall be \$1.22 per 1,000 gallons of water delivered to Georgetown.

Section 2.06 Section 7.15 Term of Agreement shall be amended to read as follows:

7.15 Term of Agreement. This Agreement shall terminate on the 31st day of December, 2030 This Agreement may be renewed or extended by mutual agreement of the Parties in writing for such additional periods as may be approved by the governing bodies of Round Rock and Georgetown.

ARTICLE III **MISCELLANEOUS**

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

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

IN WITNESS WHEREOF, the authorized representatives of Round Rock and Georgetown have executed this Agreement as of the date(s) shown below.

(SIGNATURES ON THE FOLLOWING PAGES)

CITY OF ROUND ROCK:

ATTEST:

Ann Franklin, City Clerk

By: _____
Craig Morgan, Mayor

Date: _____

Approved as to Form:

Stephanie Sandre, City Attorney

CITY OF GEORGETOWN:

ATTEST:

Robyn Densmore, City Secretary

By: _____
Josh Schroeder, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney