

# EXHIBIT

## A

### INTERLOCAL AGREEMENT FOR EMERGENCY WATER SUPPLY BETWEEN THE CITY OF ROUND ROCK AND BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This Interlocal Agreement for Emergency Water Supply (hereinafter, "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Round Rock**, a home rule municipality, hereinafter referred to as "Round Rock," and **Brushy Creek Municipal Utility District**, a Texas conservation and reclamation district, hereinafter referred to as "Brushy Creek MUD". Round Rock and Brushy Creek MUD are sometimes referred to individually as a "Party" and collectively as the "Parties".

#### Recitals

1. Round Rock and Brushy Creek MUD each own and operate water utility systems providing water service to customers in Williamson County.
2. Round Rock and Brushy Creek MUD recognize that having an interconnect between their two water systems provides important benefits to both Parties including redundancy and the availability of potable water during emergency circumstances.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, Round Rock and Brushy Creek MUD hereby contract and agree as follows:

#### **ARTICLE I.** **Definitions**

- 1.1** "Agreement" means this Interlocal Agreement For Emergency Water Supply Between the City of Round Rock And Brushy Creek Municipal Utility District.
- 1.2** "Emergency": an Act of God or similar unforeseen and unpreventable catastrophic circumstance or disaster that significantly affects either Party's ability to provide potable water to its customers. The term shall not include drought conditions, service interruptions for scheduled maintenance, lapse of raw water supply contracts or other legal impediments, over-commitment of supply, or replacement or construction of facilities or similar events that are preventable by the exercise of due diligence, foresight, and planning.
- 1.3** "Emergency Water Service": potable water service to be provided by one Party to the other Party for a temporary period only in the event of and for the duration of an Emergency pursuant to the terms and conditions of this Agreement.
- 1.4** "WTP Interconnect ILA": Interlocal Agreement Regarding Funding, Construction and Operation of Emergency Interconnect Improvements (Round Rock Emergency Water Interconnection at BCMUD Water Treatment Plant), to be approved concurrently with this Agreement.

**1.5** “Party”: Either Round Rock or Brushy Creek MUD.

**1.6** “Parties”: Both Round Rock and Brushy Creek MUD.

**1.7** “Point of Delivery”: the points of connection between the Brushy Creek MUD water system and the Round Rock water system, are designated on **Exhibit “A”** attached hereto, at which Emergency Water Service will be made available by the Providing Party to the Requesting Party in accordance with the terms of this Agreement. The Parties acknowledge and agree that Emergency Water Service shall be made available at the Point of Delivery from the Round Rock 42-inch water main on the north side of Sam Bass Road in proximity to the Brushy Creek MUD water treatment facility (the “*WTF Point of Delivery*”) only upon completion of the interconnect improvements by the District, the funding and construction of which are the subject of WTP Interconnect ILA between the Parties.

**1.8** “Point of Delivery Meter”: the meter(s) that are installed at each Point of Delivery to be used for measuring the quantity of Emergency Water Service furnished by either Party to the other Party under this Agreement. The Parties acknowledge that by the WTP Interconnect ILA, the Point of Delivery Meter for the WTF Point of Delivery is located on the Brushy Creek MUD side of the WTF Point of Delivery.

**1.9** “Providing Party”: the Party providing Emergency Water Service to the Requesting Party.

**1.10** “Requesting Party”: the Party requesting Emergency Water Service from the Providing Party.

**1.11** “Volumetric Rate”: the residential customer volume rate for Rate Block Four as set forth in Sec. 44-32(a)(5) Code of Ordinances of the City of Round Rock, as amended from time to time. In the event such tier is abolished by Round Rock, then the Volumetric Rate shall be equal to the highest volumetric rate charged by Round Rock to its residential customer class for potable water service.

**1.12** “Water”: potable water made available by either Party at a Point of Delivery in the event of an Emergency, which water shall meet those requirements for human consumption and other domestic uses promulgated by the Texas Department of Health, and/or the Texas Commission on Environmental Quality.

## **ARTICLE II.**

### **Terms and Conditions for Emergency Water Services**

**2.1 Agreement to Provide Emergency Water Services.** Subject to the terms and conditions of this Agreement and the requirements of applicable law, each Party agrees to make available Emergency Water Service to the other Party for the term of this Agreement.

#### **2.2 Ownership, Operation and Maintenance of Facilities.**

(a) Each Party shall own, operate and maintain all water system improvements, facilities, equipment and appurtenances located on its respective side of the Point of Delivery in accordance with its own maintenance and replacement schedules and standards. Except as otherwise provided by *WTP Interconnect ILA* between the Parties with respect to the WTF Point of Delivery, all such costs and expenses of operation, maintenance, repair and replacement of each Party’s water system shall be paid by the Party, and the other Party shall have no responsibility for any such costs or expenses.

(b) Each Party shall be solely responsible for design and construction of such improvements to its water system as are necessary for the safe and efficient receipt, transportation, storage and distribution of Emergency Water Service received from the other Party at the Point of Delivery. Neither Party shall be responsible for any costs of the other Party related thereto, nor shall either Party be liable for damages to

the other Party's water system or to the water facilities of the other Party's customers arising from the distribution of Water received at the Point of Delivery hereunder.

### **2.3 Emergency Water Service.**

(a) In the event of an Emergency, the Requesting Party may request the Providing Party to provide Emergency Water Service at the Point of Delivery for a temporary period to assist the Requesting Party in responding to such Emergency, and the Providing Party shall provide Emergency Water Service subject to the following conditions:

(i) A good faith determination by the Providing Party that a bona fide Emergency exists, and that delivery of Emergency Water Service to the Receiving Party will not endanger the public health, safety or welfare of the Providing Party's citizens and customers;

(ii) Emergency Water Service will be provided only for the shorter of the following periods:

- 1) the reasonable duration of the Emergency giving rise to the request for emergency water service;
- 2) the reasonable duration needed to repair damage to the water system occasioned by such Emergency;
- 3) the duration of the Providing Party's ability to provide Emergency Water Service to the Requesting Party, as reasonably determined by the Providing Party; or
- 4) two (2) weeks.

(iii) In the event that the Emergency exceeds the shortest of the foregoing periods, the Requesting Party may make written request to the Providing Party to continue Emergency Water Service beyond said initial period. The Providing Party may continue or resume such Emergency Water Service for an additional period up to such period as the Providing Party shall determine appropriate and necessary, but only if the Providing Party determines in good faith that the Emergency giving rise to the initial request for Emergency Water Service has not been abated, that the Requesting Party has exercised reasonable diligence in attempting to remove the disability giving rise to the initial request for Emergency Water Service, and that Water in excess of the needs of the Providing Party's customers continues to be available to provide Emergency Water Service to the Requesting Party.

## **METERING**

### **2.4 Measurement.**

(a) The Providing Party shall own, operate, maintain, calibrate, and read the Point of Delivery Meter to record all Water delivered under this Agreement from the Providing Party to the Requesting Party. The Parties acknowledge that the Point of Delivery Meter for the WTF Point of Delivery is a dual flow meter that shall be owned by Brushy Creek MUD.

(b) The Providing Party shall keep records of all measurements of Water delivered to the Requesting Party through the Point of Delivery as recorded by the Point of Delivery Meter.

### **2.5 Calibration.**

(a) If, as a result of any test, the Point of Delivery Meter is found to be registering inaccurately (more than 5% higher or lower than calibrated volumes), the readings of the meter shall be corrected at the rate of its inaccuracy for any period which is definitely known or agreed upon.

(b) If the Point of Delivery Meter is out of service or in need of repair such that the amount of Water delivered cannot be ascertained or computed from the reading thereof, the Water delivered through the period such meter is out of service or out of repair shall be estimated and agreed upon by the Parties based upon the basis of the best data available. If the Parties fail to agree on the amount of Water delivered during such inoperable period, the amount of Water delivered may be estimated by:

(i) correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or

(ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

(c) If a Point of Delivery Meter is consistently registering inaccurately, the Party owning and installing the meter shall repair, replace or rehabilitate the meter, as determined by such, and all costs related thereto shall be borne by said Party.

## **ARTICLE III. RATES AND CHARGES**

**3.1 Connection Fee.** Neither Party shall charge a connection fee to the other Party for the provision of Emergency Water Service under this Agreement.

**3.2 Volumetric Rate.** The Requesting Party shall pay to the Providing Party the Volumetric Rate for all Water delivered through the Point of Delivery Meter for Emergency Water Service.

### **3.3 Payment Terms.**

(a) The Providing Party shall, upon completion of Emergency Water Service, submit to the Requesting Party an itemized statement of the amount of Emergency Water Service furnished, as measured at the Point of Delivery Meter, and a statement of the payment due for such services. The statement shall specify a due date, which date shall not be less than thirty (30) days after the date of the statement. The statement shall be paid on or before the due date.

(b) In the event that the Requesting Party fails to make timely payment in full by the due date, then the Providing Party shall furnish a late notice to the Requesting Party. If the Requesting Party does not provide payment within thirty (30) days of receipt of the late notice, then the Requesting Party shall pay a late payment charge of two percent (2%) of the amount of the statement for each calendar month or fraction thereof that the statement remains unpaid; provided, however, that such rate shall never be usurious or exceed the maximum rate permitted by law.

(c) If any Party remains delinquent in any payments due hereunder for a period of sixty (60) days, then the Party due payment may exercise any legal right or remedy to which it is entitled, including termination of this Agreement.

#### **ARTICLE IV. REMEDIES**

**4.1 General.** If any Party fails to comply with its obligations in accordance with the notice and opportunity to cure provisions set forth in Section 5.3 below, the other Party shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorneys' fees, and for any penalties or fines as a result of the failure to comply with the terms.

**4.2 Disputed Payment.** If either Party at any time disputes the amount to be paid by it to the other Party, the Party shall nevertheless promptly make the disputed payment or payments, but the disputing Party shall thereafter have the right to seek a determination whether the amount charged by the other Party is in accordance with the terms of this Agreement.

**4.3 Notice and Opportunity to Cure.** Notwithstanding any provision in this Agreement to the contrary, if either party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other party (referred to herein as the "Non-Defaulting Party") shall not have any right to invoke any rights or remedies with respect to any Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within thirty (30) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence, within a reasonable period of time after receipt of the Default Notice (to be determined according to the nature of the breach or default), the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money, or fails to thereafter pursue curative action with reasonable diligence to completion.

#### **ARTICLE V. TERM AND TERMINATION**

**5.1 Term.** This Agreement shall be effective as of the Effective Date, and shall continue in effect until December 31, 2045 unless earlier terminated by either Party in accordance with Section 6.2.

**5.2 Termination.**

(a) Either Party to this Agreement may terminate this Agreement for convenience by providing not less than ninety (90) days' prior written notice of termination to the other Party.

(b) Either Party to this Agreement may terminate this Agreement as a result of a material breach by the other Party by providing written notice of termination after providing the defaulting Party notice and opportunity to cure in accordance with the terms of this Agreement.

Upon termination of this Agreement, each Party shall discontinue taking Water from the other Party. Each Party may physically seal or disconnect the Point of Delivery Meter or any other components in its water system as may be necessary to prevent the further delivery or receipt of Water at the Point of Delivery.

## **ARTICLE VI. GENERAL PROVISIONS**

**6.1 Prior Agreements.** This Agreement replaces and supersedes any and all prior contracts between the Parties relating to the provision of an emergency water supply including, without limitation, that certain Interlocal Agreement for Emergency Water Supply dated June 24, 2021.

**6.2 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code.

**6.3 Force Majeure.** In the event that any Party is rendered unable, wholly or in part, to perform any of its obligations under this Agreement (by reason of failure or national moratorium of operation of the banks, transfer agents, brokers, stock exchanges or modes of transportation; or work stoppages or restraint by court order or other public authority; or action or inaction concerning governmental or regulatory authorizations; or transportation delay; or death or personal injury of a representative of either Party whose signature is necessary), upon the provision of written notice which fully relates the particulars of the claimed force majeure, including but not limited to the dates on which it commenced and ceased or is expected to cease by the Party claiming force majeure to the other Party as soon as is reasonably practicable after the occurrence of the cause relied upon, the obligations of the Party claiming force majeure, to the extent they are affected by the force majeure, shall be suspended during the continuance of any inability of performance so . This Agreement shall not be terminated by reason of any such cause but shall remain in full force and effect. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of force majeure shall exercise the utmost diligence to remove such inability.

**6.4 Modification.** This Agreement shall be subject to change or modification only with the mutual written consent of the Parties.

**6.5 Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties concerning the subject matter hereof and supersedes any prior understanding or oral or written agreements between the District and the City relating thereto.

**6.6 Captions.** The captions appearing at the first of each numbered section or paragraph in this Agreement are included solely for convenience and shall never be considered or given any effect in construing this Agreement.

**6.7 Waiver.** Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by the District or the City shall not be deemed a waiver by the District or the City of the right in the future to demand strict compliance and performance of any provision of this Agreement

**6.8 Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for

any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

**6.9 Cooperation.** Each Party hereby agrees that it will take all actions necessary to fully carry out the purposes and intent of this Agreement.

**6.10 Addresses and Notice.** All notices, demands, requests, and other communications between the Parties required or permitted hereunder shall be in writing, except where otherwise expressly provided herein, and shall be deemed to be delivered when actually received; provided that if the communication is sent by depositing it in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, addressed to the appropriate addressee as follows, or to such other location or address for a party for which notice has been given by such party in the same manner, the same shall be deemed to have been received on the second mail delivery day following the day on which the communication is so postmarked.

If to Brushy Creek MUD:

Brushy Creek Municipal Utility District  
16318 Great Oaks Drive  
Round Rock, Texas 78681

If to Round Rock:

City of Round Rock  
221 East Main Street  
Round Rock, Texas 78664

*With copy to:*

Stephanie Sandre, City Attorney  
309 East Main Street  
Round Rock, Texas 78664

**6.11 Assignability.** Neither Party may assign its interests in this Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

[Signatures on the following page.]



**BRUSHY CREEK MUNICIPAL UTILITY  
DISTRICT**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Secretary

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_

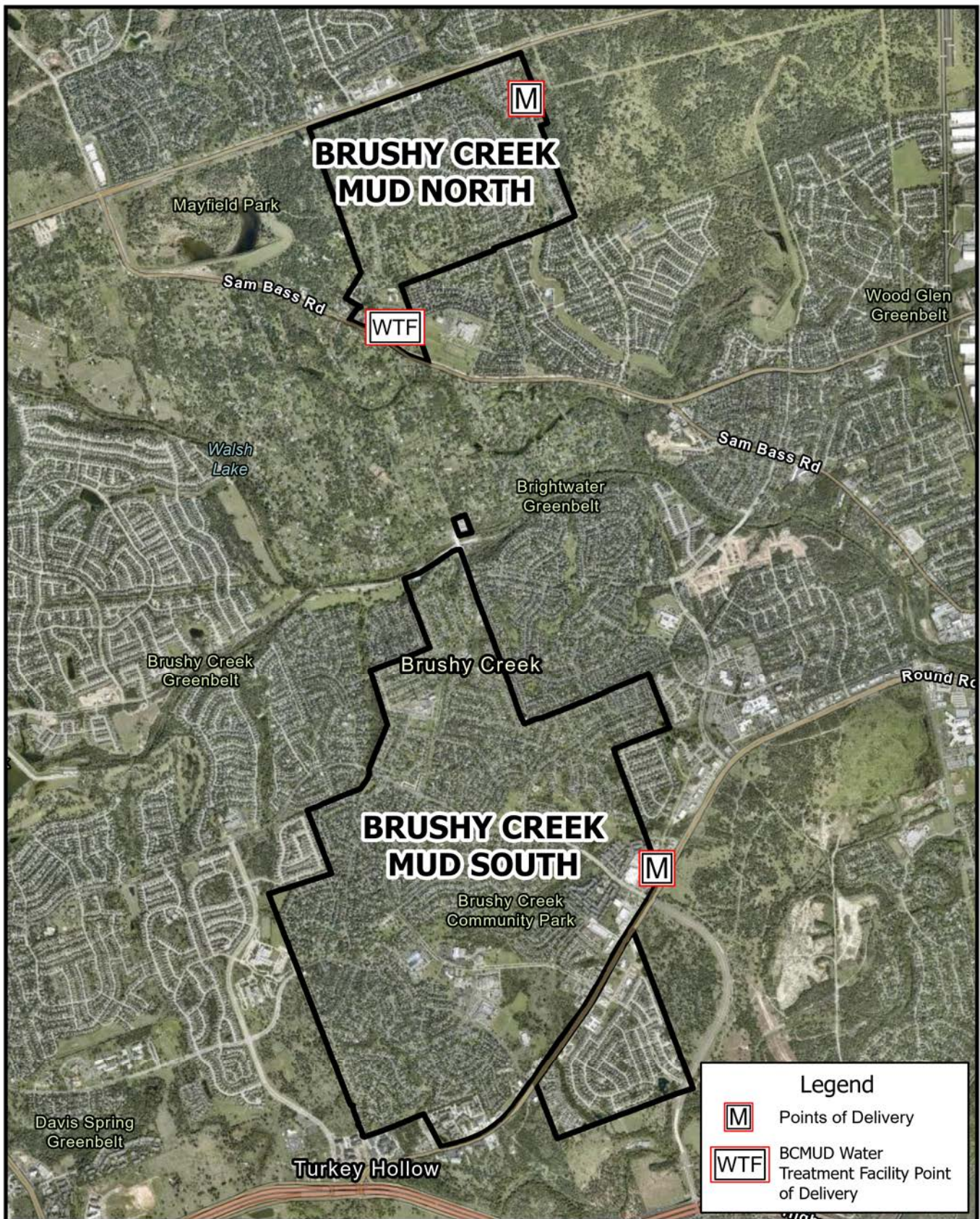
Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

**Exhibit “A”**

**Points of Delivery**



**Exhibit A**  
**Points of Delivery Between**  
**Brushy Creek MUD & City of Round Rock**