

**EXHIBIT**

**"A"**

**AGREEMENT BETWEEN CITY OF ROUND ROCK AND  
GOOGLE FIBER TEXAS, LLC REGARDING CONSTRUCTION INSPECTION SERVICES**

This AGREEMENT (the "Agreement"), is dated, entered into and effective as of the \_\_ day of \_\_, 2024, by and between the CITY OF ROUND ROCK, TEXAS (the "CITY"), a Texas Home Rule City, and GOOGLE FIBER TEXAS, LLC ("GOOGLE"). The CITY and GOOGLE are collectively referred to herein as the "Parties."

**RECITALS**

**WHEREAS**, GOOGLE in the process of installing conduits, vaults, and fiber optic cable (herein collectively referred to as "Fiber Project") within the CITY'S rights-of-way; and

**WHEREAS**, the Fiber Project requires construction inspection services ("Inspection Services"); and

**WHEREAS**, the CITY has agreed to engage two (2) third-party construction inspectors ("Construction Inspectors") to provide Inspection Services for the Fiber Project; and

**WHEREAS**, GOOGLE has agreed to reimburse all documented costs paid by the CITY to the Construction Inspectors for Inspection Services related to the Fiber Project as set forth herein;

**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 CITY and GOOGLE mutually agree as follows:

- 1) The CITY agrees to engage up to two (2) Construction Inspectors dedicated solely to providing Inspection Services for the Fiber Project. CITY staff will only be supplemented on an as needed basis.
- 2) GOOGLE agrees to reimburse the CITY for all documented costs paid by the CITY to Construction Inspectors for Inspection Services related to the Fiber Project, up to a maximum of \$40,000 per month.
- 3) The CITY shall invoice GOOGLE on a monthly basis for all documented costs paid by the CITY to the Construction Inspectors for Inspection Services provided related to the Fiber Project.
- 4) GOOGLE shall pay all invoices within thirty (30) days of receipt of the invoice.
- 5) This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- 6) This Agreement may only be amended or supplemented by mutual agreement of the Parties hereto in writing.



- 7) The Parties agree that time is of the essence with respect to this Agreement.
- 8) This Agreement shall extend to and be binding upon and inure to the benefit of the Parties' respective heirs, executors, administrators, successors, and assigns.'
- 9) Either Party may terminate this Agreement upon sixty (60) days written notice, at which point any unpaid reimbursement for actual and documented Excess Work shall be invoiced to GOOGLE.
- 10) This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, CITY and GOOGLE have executed this Agreement to be effective on the date first mentioned above.

(Signatures on the following page)

**Google Fiber Texas, LLC**

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

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

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

Date Signed: \_\_\_\_\_

**City of Round Rock, Texas**

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

Craig Morgan, Mayor

Date Signed: \_\_\_\_\_

**For City, Attest:**

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

Ann Franklin, City Clerk

**For City, Approved as to Form:**

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

Stephanie L. Sandre, City Attorney

