

EXHIBIT

"A"

AGREEMENT TO SHARE COSTS

This Agreement to Share Costs ("Agreement") is made and entered into pursuant to Section 49.213 of the Texas Water Code and Section 552.001 of the Texas Local Government Code, on this the ____ day of _____, 2016 (the "Effective Date") by and between the Brazos River Authority ("BRA"), a river authority of the State of Texas, and the City of Round Rock ("Round Rock"), a Texas home rule city (collectively the "Parties").

Recitals

WHEREAS, Round Rock has water under contract with the BRA made available pursuant to §8503.029 of the Texas Special District Local Laws Code, which water is physically located in Lake Travis, Colorado River basin; and

WHEREAS, the BRA has contracted for such water and pays all cost associated with such water to the Lower Colorado River Authority and

WHEREAS, Round Rock has expressed interest in working with the BRA to evaluate the options for meeting the 'No Net Loss' terms associated with §8503.029(a)(3)(B), and previously entered into agreements with BRA to conduct a study of such terms ("Study"); and

WHEREAS, Phases I, II, and III a. of the Study are complete and Round Rock and the BRA have agreed to proceed with Phase III b. of the Study; and

WHEREAS, both Parties have agreed to equally share in the Phase III b. Study costs.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

Section I. Agreement

1.1 BRA shall hire K. Friese and Associates to complete the scope of services for Phase III b. of the Study set forth in Exhibit "A", attached hereto and incorporated by reference herein for all purposes, at a cost not to exceed one hundred thirty-one thousand eight hundred eighty dollars (\$131,880).

1.2 BRA will work with Round Rock to ensure that the work identified in Exhibit "A" is completed in a timely fashion.

1.3 Round Rock agrees to pay to the BRA, upon receipt of an appropriate invoice, the sum of money which represents 50 percent of the costs associated with the work to be performed as described in Section 1.1, above.

Section II. Miscellaneous

2.1 Entire Agreement. The terms and provisions of this Agreement contain the entire agreement between BRA and Round Rock with respect to the matters addressed above.

2.2 Severability. The provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be deemed to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

2.3 Amendments. No modification, addition, deletion, revision, or other change to this Agreement shall be effective unless such change is reduced to writing and executed by both BRA and Round Rock.

2.4 Assignability. This Agreement shall bind the Parties and their legal successors, but shall otherwise not be assignable by the Parties without prior written consent of the other Party, which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

2.5 Governing Law. This Agreement shall be governed by the Constitution and laws of the State of Texas, except as to matters exclusively controlled by the Constitution and Statutes of the United States of America.

2.6 Venue. Venue for any action arising hereunder shall be in Williamson County, Texas.

2.7 Third Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

2.8 Relationship of Parties. This Agreement is based upon the active participation of the Parties. Neither the execution nor the delivery of this Agreement shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Agreement. Except as is expressly agreed to in writing in this Agreement, no Party (or any of its agents, officers, or employees) has any power to assume or create any obligation on behalf of the other Party.

2.9 Notices. All notices, communications, and reports required under the Agreement shall be personally delivered or mailed to the respective parties by certified mail, return receipt requested at the addresses shown below, unless and until either party is otherwise notified in writing by the other party of a change in address. Mailed notices shall be

deemed communicated as of five (5) days after mailing regular mail.

If intended for BRA, to:

P.O. Box 7555
4600 Cobbs Drive
Waco, Texas 76714

If intended for Round Rock, to:

City Manager
221 E. Main Street
Round Rock, Texas 78664

2.10 Term. This Agreement shall commence on the Effective Date and continue until the completion of the work described in Exhibit "A".

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

CITY OF ROUND ROCK

By: _____

PHILLIP FORD

Title: **GENERAL MANAGER/CEO**

Date: _____

By: _____

ALAN MCGRAW, MAYOR

Date: _____

Exhibit A

Scope of Services

Section I. Phase 3b Scope of Services. The following outlines the Scope of Services for Phase 3b of the HB 1437/No Net Loss Project. ENGINEER shall develop a project conceptual design summary of the Long Term Strategy - Brushy Creek Wastewater System Effluent - Inter-Basin Transfer to Cottonwood Creek.

1.1 ENGINEER shall develop a project conceptual level design summary of the Long Term Strategy - Brushy Creek Wastewater System Effluent - Inter-Basin Transfer to Cottonwood Creek.

- i. ENGINEER shall conduct a kick-off meeting with BRA to review the scope of services, schedule, and other pertinent information and data, such as; the pending Water Management Plan and Systems Operation Permit, projected HB 1437 water take schedule, anticipated water sources; and identify any limitations or conditions on the strategy that may impact facilities sizing or scheduling;
- ii. ENGINEER shall develop a project base map consisting of available aerial photography, topography, property lines and roadways, environmental and cultural resource constraints, mapped floodplain, and other available data;
- iii. ENGINEER shall select preliminary pipeline corridors, intake/pump station locations, and discharge points for the inter-basin transfer to Cottonwood Creek using the base map and windshield survey from right-of-way. Routing considerations will include route length; following existing, maintained, roadways and major pipeline and power line easements to minimize impacts and ease permitting; and avoiding dense urban areas where possible;
- iv. ENGINEER shall prepare three project sizing and cost scenarios: (1) project facilities sized for the BRA HB1437 replacement water; (2) upsizing of the project to include LCRA participation to transfer the City of Leander effluent to the Colorado Basin; and (3) a third scenario to be determined during the study. This task includes two meetings, one meeting with BRA and Round Rock to finalize the Round Rock demand scenario to be used for project phasing and one meeting to define the third project sizing scenario.
- v. ENGINEER shall assess the diversion from Brushy Creek. This shall include: (1) summarizing relevant water rights diversion conditions and available environmental data (2) estimating water quality composition (3) estimating flow impact of the diversion amount (3) determining required future environmental studies;
- vi. ENGINEER shall assess the proposed diversion to Cottonwood Creek. This shall include: (1) summarizing existing flow, modeling, and environmental data; (2) site visits to determine existing conditions and sampling for grain size distribution;

(3) existing conditions assessment and characterization; (4) estimating resultant water quality conditions; and (5) preliminary modeling and assessment of potential changes to stream resulting from proposed diversion;

vii. ENGINEER shall develop a conceptual level intake and/or pump station design to sufficient detail to identify permitting requirements, land requirements, and costs;

viii. ENGINEER shall develop Class 4 cost estimate (+30%/-60%) for the three demand scenarios identified;

ix. ENGINEER shall prepare a project implementation schedule that will include permitting, land acquisition, design, and construction timelines.

1.2 Following the preliminary draft of the project conceptual design summary, ENGINEER shall meet with BRA and City of Round Rock to review and finalize the conceptual design components. This Task includes two meetings.

1.3 ENGINEER shall prepare a report documenting Phase 3b of the Project for review and comment. This Task includes three meetings, with presentation materials, to present the results of Phase 3b, one with BRA, one with the City of Round Rock, and one with LCRA.

1.4 After incorporating comments, ENGINEER shall prepare a Final Report including a Scope of Services for Phase 4. This Task includes one final meeting.