

EXHIBIT

"A"

ALTERNATIVE WASTEWATER SERVICE BILLING AGREEMENT

THIS ALTERNATIVE WASTEWATER SERVICE BILLING AGREEMENT (hereinafter the "Agreement"), is hereby entered into on the _____ day of _____, 2018 by and between the **Round Rock Independent School District**, ("RRISD"), and the **City of Round Rock, Texas** (hereinafter "City"), a home-rule municipality. In this Agreement, the City and RRISD are sometimes referred to individually as "a Party" and collectively as "the Parties."

WHEREAS, RRISD is the owner of the Robertson Elementary School ("RES"), Cedar Ridge High School ("CRHS"), and the Round Rock High School ("RRHS") (hereinafter collectively referred to as the "Properties"); and

WHEREAS, RRISD currently is billed for wastewater services utilizing the winter average method in accordance with Chapter 44, Round Rock Code of Ordinances, 2010 Edition; and

WHEREAS, at the Properties, RRISD utilizes a cooling tower air-conditioning system that results in a significant amount of water being lost to evaporation that does not get discharged into the City's wastewater system; and

WHEREAS, RRISD desires to enter into this Agreement with the City for the purpose of more accurately calculating RRISD monthly wastewater usage to take into account the aforesaid evaporation loss; and

WHEREAS, the City is agreeable to enter into this Agreement with RRISD to provide an alternative method of calculating the amount of water that RRISD discharges into the City's wastewater system;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement certain terms are defined as follows:

Blow-Down Meter or **BDM** shall mean a meter that measures the amount of water discharged from RRISD's cooling tower system to the City's wastewater collection and treatment system.

Cedar Ridge High School or **CRHS** shall mean the high school located at 2801 Gattis School Road, Round Rock, Texas 78664 and owned and operated by the RRISD.

Cooling Tower Water Usage shall mean the amount of water measured by the MUM less the amount of water measured by the BDM.

Make-up Meter* or *MUM shall mean a meter that measures the amount of water that flows into the RRISD's cooling tower system.

Robertson Elementary School* or *RES shall mean the elementary school located at 1415 Bayland, Round Rock, TX 78664 and owned and operated by the RRISD.

Round Rock High School* or *RRHS shall mean the high school located at 201 Deep Wood, Round Rock, Texas 78681 and owned and operated by the RRISD.

Standard Water Meter* or *SWM shall mean a meter that measures the amount of water received by the RRISD from the City's water system.

ARTICLE II PURPOSE OF THIS AGREEMENT

Pursuant to Chapter 44, Section 44-34(c) Round Rock Code of Ordinances, 2010 Edition, wastewater usage is generally determined by averaging the monthly water usage for the months of December, January, and February of each fiscal year. Under this existing methodology, monthly water usage is determined and billed based on the amount of water measured by the Standard Water Meter ("SWM").

At the Properties, RRISD utilizes a water cooling tower for its air-conditioning system that utilizes a significant amount of water that is lost through evaporation and is therefore not discharged into the City's wastewater system. The purpose of this Agreement is to provide an agreed alternative method of calculating wastewater usage by RRISD that takes into account the water that is lost through evaporation.

The amount of water lost through evaporation shall be calculated by determining the total water usage measured by the MUM less the amount of water measured by the BDM. The calculated amount of water lost to evaporation is referred to herein as the "Cooling Tower Water Usage."

ARTICLE III ALTERNATE METHOD OF CALCULATING WASTEWATER USAGE

Beginning with the first appropriate billing period, the City will begin reading the three meters at the RES, the three meters at CRHS, and the seven meters at the RRHS. The three meters at RES will be read on the same day, the three meters at CRHS will be read on the same day, and the seven meters at the RRHS will be read on the same day. The RES meters, the CRHS meters, and the RRHS meters will not necessarily be read on the same day.

The amount of water measured by the BDM(s) shall be subtracted from the amount of water measured by the MUM(s) to determine the Cooling Tower Usage. The Cooling Tower Usage shall then be subtracted from the amount of water measured by the SWM(s), to arrive at the amount of water discharged into the wastewater system.

RRISD will be billed for the amount of water discharged into the wastewater system, as calculated above.

ARTICLE IV METER CALIBRATION

RRISD shall cause the MUMs and the BDMs to be calibrated annually between October 1 and December 1 of each year. The annual calibration shall be by an independent, outside contractor who has been approved in writing and in advance by the City.

ARTICLE V EFFECTIVE DATE AND TERM

The term of this Agreement shall be until December 31, 2018, provided however, it shall renew automatically for successive twelve (12) month periods unless one of the Parties gives notice to the other Party on or before December 1 that it does not wish to renew the Agreement.

ARTICLE VI TERMINATION

If RRISD defaults in the undertaking of any of its obligations under this Agreement or breaches any of its provisions, the City shall have the right to terminate this Agreement by giving RRISD thirty (30) days written notification of its decision to terminate.

City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon ninety (90) days' written notice to RRISD.

ARTICLE VII REVERSION TO WINTER AVERAGE

In the event that either Party elects to not renew this Agreement or the City elects to terminate this Agreement as provided in Article VI above, the Parties shall discontinue all obligations in connection with the performance of this Agreement, and the wastewater usage shall be determined in accordance with the winter average method set forth in the Round Rock Code of Ordinances, 2010 Edition, as amended.

**ARTICLE VIII
NOTICE**

Notice to RRISD:

Steve Flores
Superintendent
Round Rock Independent School District
201 Deep Wood Dr.
Round Rock, Texas 78681

Laurie Hadley
City Manager
221 East Main Street
Round Rock, TX 78664

with copy to:

Stephan L. Sheets
City Attorney
309 E. Main St.
Round Rock, TX 78664

IN WITNESS WHEREOF, the City and RRISD have executed this Agreement on the dates indicated below.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Dated this ____ day of _____, 2018

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

By: , its Superintendent

Dated this 8th day of February 2018

