

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 _____, 2018 (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, to meet the "No Net Loss" terms associated with §8503.029(a)(3)(B), the BRA and the Lower Colorado River Authority ("LCRA") are jointly evaluating a potential project to transfer water from the Brazos River basin at the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP) to a location in the Colorado River basin; and

WHEREAS, the joint evaluation is divided into two components, a component evaluating the point of diversion at the BCRWWTP to the point of use or discharge and a component evaluating water use and storage or discharge; and

WHEREAS, Round Rock has expressed interest in working with the BRA to evaluate the options for meeting the component evaluating the point of diversion at the BCRWWTP to the point of use or discharge, and previously entered into agreement with the BRA to conduct a study of such terms ("Study"); and

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

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 ("ENGINEER") to complete the scope of services for Phase IV. 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 seventy- five thousand dollars (\$175,000).

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 the Parties 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 all the Parties.

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

By: _____
DAVID COLLINSWORTH
Title: **GENERAL MANAGER/CEO**
Date: _____

CITY OF ROUND ROCK

By: _____
CRAIG MORGAN
Title: **MAYOR**
Date: _____

Exhibit A Scope of Services

Section I. Phase IV Scope of Services

1.1 The following outlines the Scope of Services for Phase IV. of the HB 1437/No Net Loss Project. ENGINEER shall evaluate and develop a preliminary design for the delivery of water from the BCRWWTP to two delivery sites in the Colorado River Basin.

Section II. Phase Tasks

2.1 ENGINEER shall perform the following tasks for this phase of the Study:

- i.** Project Management and Quality Assurance/Quality Control ("QA/QC") - This task includes routine project communications; managing manpower, budgets, and schedules; monthly invoicing and status reports; and other activities associated with managing the project. This task also includes developing project specific QA/QC procedures and protocol and implementing the QA/QC plan.
- ii.** Meetings – As applicable; schedule; prepare materials, agendas and minutes; track action items and decisions made; for the following ten anticipated meetings:
 - a.** Monthly coordination meetings with Freese and Nichols, Inc. ("FNI") to discuss progress and exchange information. It is assumed these meetings shall also serve as project update meetings for LCRA, BRA and Round Rock as needed. Nine monthly coordination meetings have been assumed.
 - b.** One meeting with LCRA, BRA, and Round Rock at the conclusion of the study to review findings and recommendations.
- iii.** Diversions and Plant Flows – The planning horizon for the project shall be year 2050.
 - a.** Confirm HB 1437 Diversions – Work with BRA and Round Rock to confirm the quantity and timing of the HB 1437 diversions to Williamson County.
 - b.** Plant Flows – Coordinate with Round Rock on estimated BCRWWTP annual average flows, direct reuse flows, and ownership (annual average flow by plant participant). A ratio of annual average flow to daily low flow shall be developed using the last 5-years of plant flow data. The ratio shall be applied to flow projections and included in the reporting.

c. Develop annual comparison of HB 1437 diversions, annual average BCRWWTP flows available for transfer, and estimated agricultural conservation savings available to credit against HB 1437 diversions.

d. **Deliverable** – A Technical Memorandum documenting the diversions, flows, and comparison shall be submitted.

iv. BCRWWTP Effluent Quality

a. BCRWWTP Effluent Permit Limits – Document BCRWWTP current and expansion permit limits. Compare permit limits to delivered transfer water quality requirements provided by FNI.

b. Identify if additional treatment at BCRWWTP is feasible to meet transfer water quality requirements provided by FNI or if a separate treatment facility would be required.

c. Identify impacts to BCRWWTP discharge permit based on disposition of transfer water (discharge or ASR), water quality requirements provided by FNI, and additional treatment requirements.

d. **Deliverable** – A Technical Memorandum summarizing the findings of the water quality and treatment evaluation shall be provided.

v. Transfer Facilities

a. Coordinate with FNI and LCRA to obtain the following information:

1. Schedule of transfer water needs (quantity by year).
2. Transfer water diurnal curve or other peaking factor information.
3. Quantity and year of third party water (Leander, Cedar Park, etc.) to be included in transfer evaluation.
4. Final delivery points and hydraulic grade line (HGL) – two delivery points shall be evaluated, one 3,000 ac-ft/year stream discharge within five miles of the BCRWWTP and one larger rate delivery point, possibly located east of the SH 130 corridor.

b. Transfer Pipeline – for each of the two identified delivery points:

1. Develop preliminary pipeline route from BCRWWTP to the final delivery point.

2. Develop pipeline sizing and phasing based on transfer volumes and peaking factor.

3. Calculate ultimate HGL along pipeline route and identify pipeline pressure class and whether a booster pump station is needed. Locate booster pump station along pipeline route if required. Size and phase booster pump station in conjunction with Transfer Pump Station.

c. Transfer Pump Station – For each of the two delivery points, develop preliminary transfer pump station size, phasing, and footprint. Make preliminary pump selection and identify motor horsepower.

d. Transfer Pump Station Supply Storage – Determine pump station supply storage volume requirements and phasing based on transfer water diurnal curve or peaking, pump capacity, and anticipated BCRWWTP effluent flow.

e. **Deliverable** – A Technical Memorandum describing the transfer facilities evaluation shall be submitted. Technical Memorandum shall include 8-1/2 x 11 or 11 x 17 maps and figures as appropriate.

vi. Site Plan

a. Identify if it is feasible to locate transfer facilities on BCRWWTP site or if another site may be required.

b. Develop up to two preliminary site plans, one for direct discharge treatment and pump station facilities and one for ultimate transfer treatment and pump station facilities, with component outlines and one-line yard piping. If a second treatment facility (i.e. membrane treatment or similar) is required, it is assumed the treatment facility will be located at the final delivery point or elsewhere and will not be included in the site plan.

c. **Deliverable** – Up to two preliminary site plans (one for direct discharge treatment and pump station facilities, and one for ultimate transfer treatment and pump station facilities) shall be provided on 11 x 17 sheets and accompanied by a Technical Memorandum, if required for additional detail or explanation.

vii. ENGINEER's Opinion of Probable Construction Costs – Develop ENGINEER's Opinion of Probable Construction Costs for each phase of the treatment and transfer facilities. If a separate treatment facility is required, costs shall be estimated on a dollar per gallon per day basis.

viii. Report – A report combining the Technical Memoranda and documenting the study and conclusions shall be developed. One electronic pdf copy of the draft report shall be provided for review and comment, and one electronic pdf copy and five (5) hard copies of the final report shall be provided addressing review comments.

Section III. Study Assumptions

3.1 LCRA will provide an estimate of agricultural conservation savings available to credit against HB 1437 diversions by year.

3.2 FNI will provide water quality requirements for delivered transfer water.

3.3 FNI and LCRA will provide the information in Section 2.1(v)(a) of this Exhibit before the analysis of the transfer and treatment facilities commences.

3.4 Inter-basin Transfer, Clean Water Act, and other permitting shall be considered by others. This Scope of Services is limited to a comparison of BCRWWTP discharge permit limits and delivered transfer water quality requirements provided by FNI.

Section IV. Study Schedule

4.1 ENGINEER anticipates completing the Study and submitting a draft report within six months of receiving the data in Section 2.1(v)(a) of this Exhibit.