

STATE OF TEXAS § **AMENDMENT NUMBER 5 TO THE
 § INTERLOCAL AGREEMENT BETWEEN
 § THE SAN ANTONIO RIVER AUTHORITY
COUNTY OF BEXAR § AND THE CITY OF SCHERTZ, TEXAS, FOR
 WASTEWATER TRANSPORTATION,
 TREATMENT AND DISPOSAL**

This Amendment No. 5 (the “Amendment”), is made and entered into as of the 4th day of January 2022, by and between the City of Schertz, a Texas municipal corporation (hereinafter referred to as “CITY”), and the San Antonio River Authority, a conservation and reclamation district (hereafter referred to as “RIVER AUTHORITY”) headquartered in San Antonio, Texas.

WHEREAS, the RIVER AUTHORITY and CITY entered into an Interlocal Agreement effective as of March 24, 2015 (the “Agreement”) providing that the RIVER AUTHORITY shall transport, treat and dispose of the wastewater of CITY, a wholesale customer of the RIVER AUTHORITY; and

WHEREAS, the CITY desires to serve the geographic area supported by RIVER AUTHORITY and RIVER AUTHORITY is willing and able to provide such services; and

NOW, THEREFORE, the PARTIES hereto, in consideration of the mutual AGREEMENTS and undertakings hereinafter set forth, hereby contract and agree as follows:

CITY and RIVER AUTHORITY agree to amend the Agreement as follows:

Section V of the Agreement is replaced and superseded by the following new Section V

V. CHARGES

City shall make payments to River Authority for (i) sewage transportation, treatment and disposal, (ii) fees included in the River Authority’s industrial waste control ordinance, including extra strength sewage treatment, (iii) industrial cost recovery, ~~(iv) connection fees~~ and ~~(v)~~ (iv) for any other expenditures which are the responsibility of City under this Agreement. The initial wholesale charges to City for sewage transportation, treatment and disposal; the charges for extra strength wastes; and the industrial cost recovery charges; ~~and the connection fees~~ to be charged to City shall be based on Wholesale Customer Charge Schedule as shown in the attached Exhibit “C”.

River Authority shall charge and collect connection fees and impact fees in areas where the River Authority Wastewater Treatment System provides sewage transportation, treatment, and disposal.

River Authority will adjust its charges to the City annually, on July 1 of each calendar year. On or before May 1 of each year, River Authority will give written notice to City of the charges for the following year. River Authority shall not be responsible to City or its customers for any issues related to customer billings.

Within thirty days of the close of each calendar month, a statement of ~~account~~ connections and the payments called for in this Agreement shall be forwarded to River Authority by City. By June 1 of each calendar year, City shall provide a listing of connections served by address to River Authority. River Authority shall have the right to verify and audit reported connections. Delinquent payments to River Authority shall incur a penalty based on State of Texas Prompt Payment Act.

IN WITNESS WHEREOF, the PARTIES hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed in several counterparts, each of which, shall constitute an original, as of this 4th day of January 2022.

SAN ANTONIO RIVER AUTHORITY

Derek Boese, **JD, PMP**, General Manager

ATTEST:

Stephen T. Graham, Assistant General Manager

APPROVED AS TO FORM:

Allison Elder, Director of Legal Services

CITY OF SCHERTZ, TEXAS

Name: Mark Browne

Title: City Manager

ATTEST:

Name:

Title: