

INTERLOCAL JOINT BILLING EXTENSION AGREEMENT

This Interlocal Joint Billing Extension Agreement (the "Extension") is entered into as of this _____15th day of July 2024, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and Dripping Springs Water Supply Corporation ("DSWSC").

WHEREAS, The City holds Certificate of Convenience and Necessity (CCN) No. 20967 issued by the Texas Commission on Environmental Quality ("TCEQ") to provide retail water sewer service to areas within the City's corporate limits and extra-territorial jurisdiction (the "City's Sewer Service Area").

WHEREAS, on February 12, 2019, the City and DSWSC entered into an Interlocal Joint Billing Agreement to provide for DSWSC's performance of the billing of the City's water and wastewater service for an initial three-year term (the "Agreement").

WHEREAS, pursuant to Section 14 of the Agreement, the Agreement automatically renewed for another three-year term ending February 12, 2025.

WHEREAS, pursuant to Section 14 of the Agreement, DSWSC provided the City with 180 days' notice to terminate the Agreement effective August 23, 2024 (the "Initial Termination Date").

WHEREAS, the City and DSWSC seek to extend the Agreement for a further six month term beyond the Initial Termination Date as provided for in this Extension to facilitate the effective transition of billing services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and DSWSC agree as follows:

1. Extension

The Agreement shall be extended for a period of six months from the Initial Termination Date to February 28, 2025 (the "Extension Term"). DSWSC shall be entitled to collect all fees and other amounts owed to DSWSC under the Agreement before and after the expiration of the Extension Term.

2. Compensation

During the Extension Term, section 11(a) of the Agreement shall be amended to read:

- (a) A flat fee in the amount of ~~\$400~~ \$800 per month, or ~~\$2.25~~ \$4.50 per Joint Billing Customer per month, whichever is greater.

3. No Other Amendments

Except as expressly provided in this Extension, all of the terms, conditions, and provisions of the

Agreement shall remain unchanged and in full force and effect.

4. Counterparts

This Extension may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures exchanged by facsimile or electronic transmission shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Dripping Springs

Dripping Springs Water Supply Corporation

Michelle Fischer
City Administrator

Name:
Title:

Date

Date