INTERLOCAL WASTEWATER TREATMENT SERVICES
COOPERATIVE AGREEMENT BETWEEN
THE CITY OF LA VERNIA
AND
THE SAN ANTONIO RIVER AUTHORITY

AMENDMENT NO. 2

This Amendment is entered into by and between the City of La Vernia, hereinafter referred to as the "City," and the San Antonio River Authority, hereinafter referred to as the "River Authority", all of which may be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, the City and River Authority are authorized by the Interlocal Cooperation Act (“Act”), Texas Government Code Chapter 791, to enter into agreements to increase the efficiency and effectiveness of Texas government to the greatest extent possible; and

WHEREAS, the operation and maintenance of wastewater treatment and related facilities is a governmental function and service under the Act; and

WHEREAS, the City has determined that it would be in its best interest to cooperate and contract with the River Authority for the maintenance and operation of certain wastewater treatment and other related facilities in the City, hereafter called the "Facilities"; and

WHEREAS, the Parties entered into and made effective the Interlocal Wastewater Treatment Services Cooperative Agreement between the City and the River Authority on June 30, 2009 (“Agreement”); and

WHEREAS, the Parties have mutually agreed the Parties would only authorize the use of the resources and pay for the work described in Attachment A – “Payment Provision and Scope of Services” of the Agreement unless modified in writing through an amendment; and

WHEREAS, the Parties on August 28, 2024 amended the term of the Agreement and added the service of and cost for hauling of waste activated sludge by River Authority to the Services; and

WHEREAS, the City now wishes for River Authority to operate and maintain its wastewater treatment plant to include the operation and maintenance of the City’s wastewater lift stations; and

WHEREAS, the City Council approved proceeding with this Amendment #2 at its meeting on _____, ___, _____ through Resolution No. _____; and

WHEREAS, the River Authority granted authority to its General Manager to negotiate, execute and amend this Agreement at its meeting on_____;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the Parties herein, which is acknowledged by the Parties to be sufficient as hereinafter set forth, the Parties agree as follows:

1. Exhibit A, titled Revised Payment Provision and Scope of Services, is deleted in its entirety and replaced with the Payment Provision and Scope of Services attached and incorporated herein as Attachment A.

Except as modified herein, all other terms and conditions of the Agreement as amended shall continue in full force and effect as originally written and are reaffirmed by the Parties.

The Parties have caused this Amendment No. 2 to be executed by the duly authorized representatives of the Parties and effective as of the date of the last signatory Party below.

THE CITY OF LA VERNIA

By _____
Lindsey Wheeler
City Administrator

Date _____

SAN ANTONIO RIVER AUTHORITY

By _____
Derek E. Boese, JD, PMP
General Manager

Date _____

APPROVED AS TO LEGAL FORM

_____
Luis A. Garcia
General Counsel

Date _____

Attachment A
Payment Provision and Scope of Services

This Attachment "A" contains the scope of services ("Services") for the Facilities to be performed by River Authority and the City's obligations as it relates to such Services and the Facilities located within the City under this Agreement.

I. PAYMENT PROVISION:

A. Effective upon execution of Amendment No. 2, the River Authority will perform the Services at the Facilities as identified in Article II of this Attachment A, on a lump sum basis at a total annual cost of $250,000.00 ("Total Annual Cost") to be billed by River Authority and paid by City in accordance with the Agreement. The Term of Service, ("Term"), shall be from October 1 through September 30 of each year unless otherwise terminated in accordance with the Agreement. Such costs shall be paid by the City from current revenues available to the City.

B. The Total Annual Cost excludes laboratory sampling analysis which will be paid directly by City and Additional Services which will be billed separately by River Authority. The City's monthly payment for a partial month of Services under the Agreement will be prorated based on the number of days that Services are actually performed by River Authority under this Agreement in relation to the total number of days in the calendar month in which Service is commenced and/or terminated.

C. This Agreement will continue until terminated in accordance with the Agreement. This Agreement may be amended to change the Services or costs by a written amendment signed by both Parties. The River Authority reserves the right to review the rates charged for Services and renegotiate the Total Annual Cost of Services and/or rates for Additional Services prior to October 1 of each year of the Agreement.

D. Services and any Additional Services authorized by the City shall be billed monthly and payments shall be made to the San Antonio River Authority, 100 E. Guenther St, San Antonio, Texas 78204.

E. City shall make all required payments for Services including authorized Additional Services to River Authority within 30 days from receipt of River Authority's invoice.

II. SERVICES TO BE PERFORMED BY RIVER AUTHORITY:

A. Visit the La Vernia Wastewater Treatment Plant ("Plant") daily;

B. Check flow meter for proper operation daily and monitor calibration weekly to maintain quality operation;

C. Check chlorine equipment daily for correct operation and adjust to maintain quality operation;

D. Visually observe Plant processes daily for proper operation and make operational changes as required and recommend needed repairs to the City so as to avoid interruptions in service;

E. Prepare a daily log of checks on equipment and process operations;

F. Complete required Texas Commission on Environmental Quality ("TCEQ") monthly and annual reports for submittal to TCEQ by City;

G. Rake bar screen at the Plant daily and place the screenings in a closed container provided by City;

H. Wash-down Plant daily to manage grease, foam, and algae at the Plant;

I. Remove floatables in clarifier and contact chamber daily and place such material in a covered container provided by City;

J. Perform on-site process sampling and testing daily for Dissolved Oxygen (DO), PH, and chlorine residual including manganese interference and settleable solids;

K. Collect samples two times per week for Total Suspended Solids ("TSS"), ammonia, and nitrate-nitrogen and submit such samples for testing to the River Authority Utilities Department's process control lab or a third-party lab, as determined by the River Authority;

L. Collect effluent samples weekly to be analyzed for monthly compliance reports and submit to third-party lab to conduct BOD and TSS analysis. The City agrees that the costs associated with this analysis are separate from the Total Annual Cost outlined in I (A) above and will be paid directly by the City;

M. Place waste sludge to drying beds based on process control test information as determined by River Authority;

N. Transport activated sludge from or to City's Plant to maintain proper process controls and adhere to water quality standards;

O. Visit and inspect twice each week the three City lift stations identified as the HEB Lift Station, La Vernia Crossing Lift Station, and Industrial Lift Station ("Lift Stations");

P. Utilizing River Authority equipment, clean each Lift Station wet well quarterly to remove floatables, fats, oil, and grease;

Q. Upon the installation of one generator at each of the Lift Stations by the City, test each generator at each Lift Station quarterly to ensure proper operation;

R. Perform full service of the generators installed at the Lift Stations every six (6) months, to include a check of overall operation and performance, the evaluation of the fuel, electrical, engine, and lubrication systems, and report any abnormalities to the City with recommended improvements;

S. Perform up to twenty (20) collection system gravity main cleanings each Term to maintain collection system operations. Locations and need will be determined by the City. Any requested cleanings beyond the included twenty (20) in any given Term will be billed to the City by the River Authority separately as an Additional Service;

T. Train City staff and/or provide consulting services to the City regarding collection system maintenance and wastewater system growth planning with the combined training and consulting services not to exceed forty hours per Term, and

U. Attend up to one City Council meeting per month if necessary to address questions and inform the City Council on issues related to Services.

III. CITY RESPONSIBILITIES INCLUDE THE FOLLOWING ACTIVITIES:

A. Painting of Plant and Lift Stations;

B. Maintenance of Plant and Lift Station grounds;

C. Payment of all utilities and trash and dumpster costs excluding sludge removal from the Plant;

D. Procurement and payment of all necessary chemicals, oils, and lubricants;

E. Maintenance of wastewater collection system;

F. Procurement, acceptance of delivery of and payment for chlorine;

G. Maintain sufficient fuel levels in the Lift Station back-up generators to maintain operations at all times;

H. Payment of all regulatory fees and fines;

I. Removal of dried sludge from drying beds, as determined by River Authority;

J. Inform River Authority of location and need for collection system gravity main cleanings, and

K. Payment to River Authority for Services in accordance with the Agreement.

IV. ADDITIONAL SERVICES AND COST:

A. All Additional Services, which shall be defined as any service not enumerated in Section II above, shall only be performed by the River Authority upon the prior authorization of the City unless deemed an emergency and will be billed at the then current rates established by the River Authority.

B. The River Authority defines normal business hours as 7:30 a.m. to 4:30 p.m., Monday through Friday. Emergency calls for Additional Services after normal business hours and on weekends

and River Authority holidays would involve additional charges, in accordance with the established rates of the River Authority.

C. River Authority holidays include New Year's Day, Martin Luther King Day, President's Day, San Jacinto Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day.