

**AMENDMENT ONE TO
COOPERATIVE AGREEMENT FOR PILOT PROGRAM FOR SOLID WASTE
COLLECTION AND TRANSPORTATION SERVICES WITHIN A PORTION OF
THE CAMELOT II AREA OF BEXAR COUNTY**

On August 6, 2015, San Antonio City Council passed and approved Ordinance No. 2015-08-06-0652 and, on October 20, 2015, Bexar County Commissioners Court passed a Court Order authorizing the approval of a Cooperative Agreement between Bexar County and the City of San Antonio for the City of San Antonio to conduct the Camelot II Municipal Solid Waste (MSW) Pilot program in unincorporated Bexar County.

The initial term of the Cooperative Agreement was from on, or about, November 30, 2015 through December 31, 2018. The Cooperative Agreement provided that upon mutual agreement of the Parties, the Pilot Program could continue after the termination date.

COSA and County desire to extend the Pilot Program for an additional period of one year, with a modification to the level of services to provide fully automated garbage collection in brown carts twice weekly. No recycling will be offered during the one year extension period. The Cooperative Agreement will terminate on December 31, 2019, unless the Parties mutually agree to renew the Cooperative Agreement for an additional one year period upon terms and conditions which are satisfactory to the Parties.

This **Amendment One** to the Cooperative Agreement modifies Sections 1.02, 1.03, 1.04 and 2.01, and is entered into by and between COSA and the County, acting by and through their designated representatives. The undersigned hereby agree to modify said Cooperative Agreement as follows:

1. Page 2, Section 1.02, “**Services to be Provided by COSA**”, is modified to read:

1.02 Services to Be Provided by COSA. The following services are to be provided for the residents within the Pilot Program by COSA’s SWMD:

- Weekly collection of waste:
 - Staffed by a one-person crew (one driver). Only materials in the cart will be collected.
 - One 96 gallon cart will be provided to each residential customer (one brown cart for garbage).
- Collection of garbage twice per week on Monday and Thursday.

2. Page 3, Section 1.03, “**Services to be Provided by County**”, is modified to read:

1.03 Services to Be Provided by County. The SWMD requires an exclusive contract to provide solid waste service to all 600 residences in the Pilot Program, and County agrees and will take all actions necessary to insure that all residences in the Pilot Program are included under this Agreement. COSA will submit an invoice on or before October 15th of Years One and Two; and

by January 15th following the end of Year Three and the one year extension set out in this Amendment One. The annual invoices will be broken down by month reflecting the number of residences in the Pilot Program for which payment of the solid waste fee was not made. County agrees to pay COSA, on an annual basis, a lump sum amount to cover that “uncollectable debt” within thirty days of receipt of the invoice. Additionally, County agrees to aggressively pursue and prosecute illegal dumping within the Pilot Program area (which includes, but is not limited to, trash dumped beside but not in the trash container, trash dumped in alleyways, and in the drainage ditches).

Page 3, Section 1.04, “**Provision of Services and Term of Agreement**”, is modified to read:

1.04 Provision of Services and Term of Agreement. COSA and County agree that these solid waste collection services will be put in place and commence on or about November 30, 2015. The term of this Amendment One commences on January 1, 2019 through December 31, 2019. In September 2019, the Parties shall meet to discuss an additional extension of the Pilot Program following the scheduled termination date.

4. Page 4, Section 2.01, “**Charges**”, is modified to read:

2.01 Charges. The collection service model and monthly service fees for providing garbage, brush, and bulky collection services are included in the table below.

	January 1, 2019 through December 31, 2019
Garbage	Twice Weekly (1 Person Crew)
Brush / Bulky	1 Brush 1 Bulky
Dial A Trailer (DAT)	4 DAT
Monthly Cost Per Household	\$29.00

5. This Amendment One to the Cooperative Agreement shall not prejudice any present or future rights, remedies, benefits, or powers belonging to or accruing to the Parties under the terms of the Cooperative Agreement herein amended.

6. Except as provided otherwise herein, the Cooperative Agreement shall remain unaffected, unchanged, and unimpaired by reason of the foregoing Amendment One.

AGREED to this ___th day of November, 2018.

COUNTY OF BEXAR

CITY OF SAN ANTONIO

By: _____
 NELSON W. WOLFF
 County Judge

By: _____
 RODERICK SANCHEZ
 Assistant City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
GERARD RICKHOFF
County Clerk

By: _____
ANDREW SEGOVIA
City Attorney

APPROVED AS TO LEGAL FORM:

By: _____
PATRICIA G. PROWSE
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

SUSAN YEATTS
County Auditor

DAVID SMITH
County Manager

APPROVED:

RENEE GREEN
Public Works Director