

AN ORDINANCE 2018-11-15-0920

AUTHORIZING THE RENEWAL OF A COOPERATIVE AGREEMENT WITH BEXAR COUNTY TO PERMIT THE COUNTY TO PROVIDE MANDATORY RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES IN THE CAMELOT II NEIGHBORHOOD, AN AREA WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION; RESIDENTS WILL PAY THE APPROPRIATE SOLID WASTE FEES TO BE DEPOSITED IN THE SOLID WASTE MANAGEMENT FUND

* * * * *

WHEREAS, the issue of illegal dumping and the collection of solid waste in unincorporated areas of Bexar County has been a continuing problem for a number of years; and

WHEREAS, in response to a 2012 request from Representative Ruth Jones McClendon, Texas Attorney General (AG) Opinion GA-0988, February 5, 2013, concluded that Section 364.031 of the Health and Safety Code authorizes cooperative agreements between a municipality and a county that would permit the county to provide mandatory solid waste disposal service in an area of the county that is within the extraterritorial jurisdiction (ETJ) of the municipality that is not receiving such services from the municipality; and

WHEREAS, in June 2015, Bexar County contacted the City to discuss solid waste disposal services in the Camelot II residential neighborhood, an area in unincorporated Bexar County and within the City of San Antonio's ETJ; and

WHEREAS, Bexar County does not require mandatory solid waste disposal services for residents of unincorporated Bexar County, and although the Camelot II neighborhood is within the City's ETJ, state statute does not allow the City to mandate or provide solid waste collection or disposal services in areas outside the City limits; and

WHEREAS, Ordinance 2015-08-06-0652 authorized the negotiation and execution of a Cooperative Agreement with Bexar County to permit the County to provide mandatory residential solid waste collection and disposal services for Bexar County's Camelot II neighborhood located within the City's extraterritorial jurisdiction; the Solid Waste Management Department (SWMD) provides solid waste services under a pilot program to this area under the Cooperative Agreement with Bexar County; fees for solid waste services are collected from the residents; the term of the Cooperative Agreement was from November 30, 2015 to December 31, 2018; and

WHEREAS, the pilot program has been successful in providing solid waste collection services to the residents, while decreasing illegal dumping in the area, and the County

desires to continue the pilot program for one additional year, with minor modifications to the service levels; and

WHEREAS, this Ordinance would authorize the renewal of the Cooperative Agreement between the City and Bexar County to continue the pilot program for one additional year and permit the County to continue to provide mandatory solid waste collection and disposal services in the Camelot II neighborhood, an area within the City's ETJ, in accordance with the Texas Attorney General Opinion GA-0988; **NOW THEREFORE**,

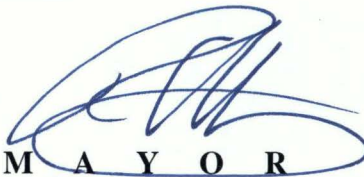
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:


SECTION 1. The City Manager, or her designee, or the Director, Solid Waste Management Department, or his designee, is hereby authorized to negotiate and execute an amendment to renew the Cooperative Agreement with Bexar County to continue the pilot program for one additional year, from January 1 to December 31, 2019, and permit the County to provide mandatory residential solid waste collection and disposal service in the Camelot II neighborhood, an area within the City of San Antonio's ETJ.

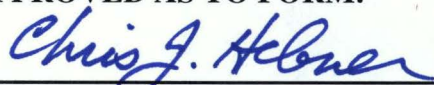
SECTION 2. The City Manager, or her designee, or the Director, Solid Waste Management Department, or his designee, is hereby authorized to execute an amendment to the Cooperative Agreement with Bexar County, including any and all documents required to effectuate the purpose of this Ordinance, without further action by the San Antonio City Council. A draft copy of the Amendment One to the Agreement, in substantially final form, is attached and incorporated herein for all purposes as **Attachment I**.

SECTION 3. This Ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes or, if passed by fewer than eight (8) affirmative votes, shall be effective ten (10) days after passage.

PASSED AND APPROVED this 15th day of November, 2018.


M A Y O R
Ron Nirenberg

ATTEST:

Leticia M. Vadek, City Clerk

APPROVED AS TO FORM:

for Andrew Segovia, City Attorney

CH
11/15/2018
Item No. 23

Attachment I

**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:

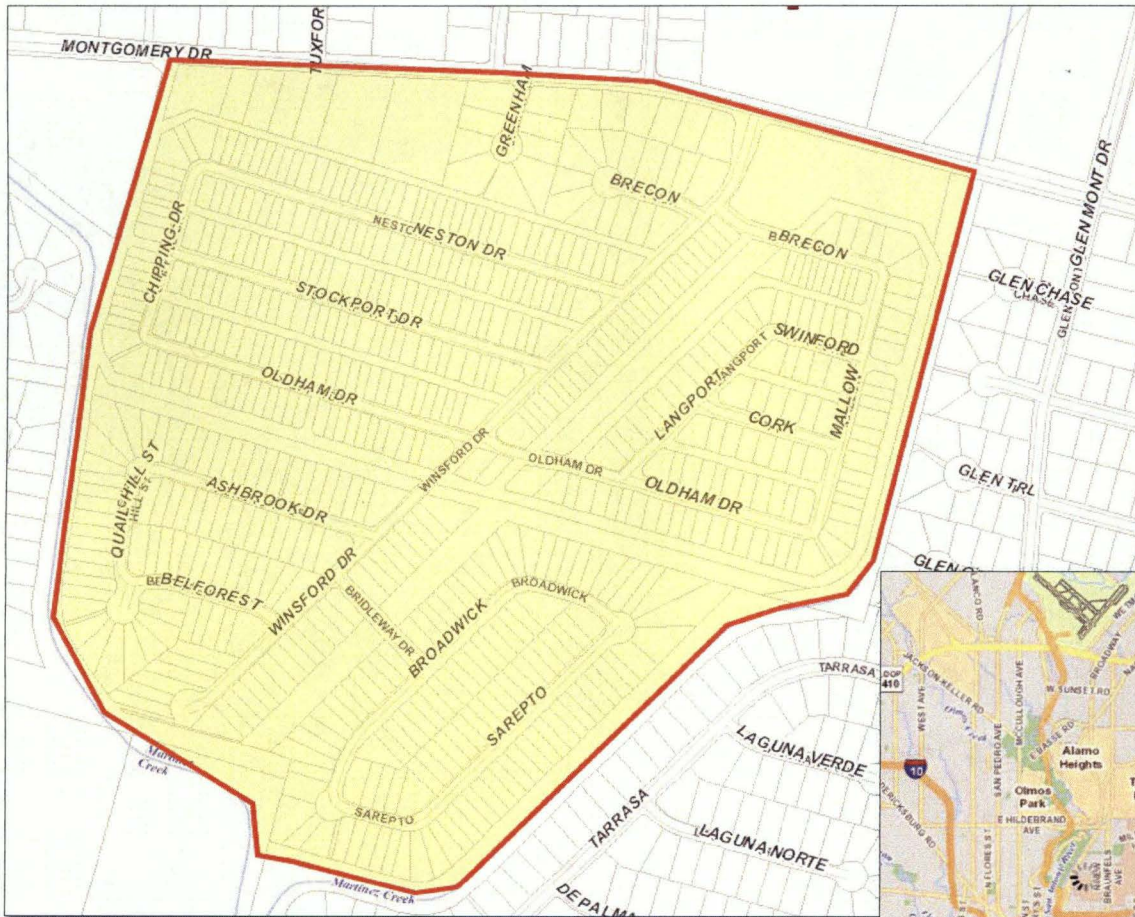
SUSAN YEATTS
County Auditor

DAVID SMITH
County Manager

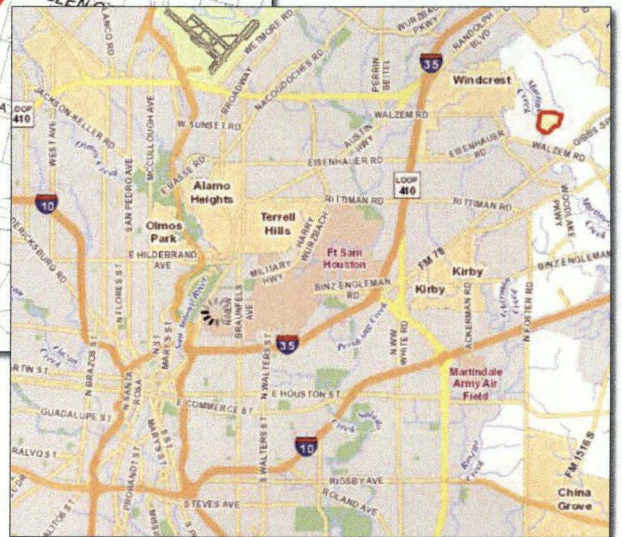
APPROVED:

RENEE GREEN
Public Works Director

DRAFT



Area: Camelot II
BCAD Parcels: 623
Location: East of Windcrest & North of Walzem Rd.



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Zoomed Out Image