

ORDINANCE 2020-12-10-0907

**APPROVING THE RENEWAL OF A COOPERATIVE AGREEMENT WITH BEXAR COUNTY WHICH ALLOWS THE COUNTY TO PROVIDE MANDATORY RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES, AND FOR THE CITY TO CONTINUE PROVIDING THE SERVICES, THROUGH JUNE 30, 2021 FOR BEXAR COUNTY'S CAMELOT II NEIGHBORHOOD LOCATED WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION.**

\* \* \* \* \*

**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**, 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 extraterritorial jurisdiction (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**, 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 ETJ of the municipality that is not receiving such services from the municipality; and

**WHEREAS**, Ordinance 2015-08-06-0652 authorized 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 ETJ. The County and the Solid Waste Management Department (SWMD) negotiated a pilot program for solid waste collection and transportation services to be provided by the SWMD to the Camelot II area from November 30, 2015 to December 31, 2018; and

**WHEREAS**, during the 85<sup>th</sup> Legislative Session Senate Bill 1299 was passed and signed by the Governor with an effective date of May 22, 2017. This bill gave Bexar County Commissioner's Court the authority to establish a solid waste services program in the unincorporated parts of the County; and

**WHEREAS**, the pilot program was successful and through Ordinance 2018-11-15-0920 the cooperative agreement was extended through December 31, 2019, with a modified collection schedule. Ordinance 2019-12-05-0999 extended the program for an additional year, from January 1, 2020 to December 31, 2020, with the understanding that this would be the last extension and Bexar County would be responsible for securing a contract with a private hauler; and

TOP 0-01-51-0503

**WHEREAS**, because of the effects of the COVID-19 pandemic on governments and businesses, the County has requested the City extend the program for one additional term of six months, from January 1, 2021 to June 30, 2021, at which time the County will implement a collection program; and

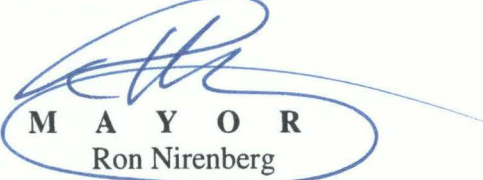
**WHEREAS**, this Ordinance would authorize an Amendment to the Cooperative Agreement between the City and Bexar County to renew and extend the pilot program for six additional months, from January 1, 2021 to June 30, 2021, and permit the County to continue to provide mandatory solid waste collection and disposal services in the Camelot II neighborhood, an area within the City's ETJ; **NOW THEREFORE**,

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


**SECTION 1.** The City Manager, or designee, or the Director, Solid Waste Management Department, or designee, is hereby authorized to negotiate and execute any and all documents required to amend and renew the Cooperative Agreement with Bexar County to continue the pilot program in the Camelot II neighborhood, and to 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, for six additional months, from January 1, 2021 to June 30, 2021, under the same terms and conditions. If the County's collection program is delayed due to unforeseen circumstances, the City Manager, or designee, is authorized to extend the Cooperative Agreement and pilot program on a month-to-month basis, without further Council action. A copy of the Amendment Three to the Agreement, in substantially final form, is attached and incorporated herein for all purposes as **Attachment I**. The execution authority authorized by this Ordinance expires 60 days from the effective date.

**SECTION 2.** 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 10<sup>th</sup> day of December, 2020.**

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
Tina J. Flores, City Clerk

**APPROVED AS TO FORM:**

  
  
Andrew Segovia, City Attorney





## City of San Antonio

### City Council

December 10, 2020

---

**Item: 33**

**Enactment Number:**

**File Number: 20-6124**

**2020-12-10-0907**

Ordinance approving the renewal of a cooperative agreement with Bexar County which allows the County to provide mandatory residential Solid Waste collection and disposal services and for the City to continue providing the services through June 30, 2021 for Bexar County's Camelot II neighborhood located within the City's extraterritorial jurisdiction. [David W. McCary, CPM, Assistant City Manager; David Newman, Director, Solid Waste Management]

Councilmember Jada Andrews-Sullivan made a motion to approve. Councilmember Adriana Rocha Garcia seconded the motion. The motion passed by the following vote:

**Aye:** 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

CH  
12/10/20  
Item No. 33

# Attachment I

**AMENDMENT THREE 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 Ordinance 2018-11-15-0920 authorized Amendment One, the renewal of the Cooperative Agreement and extension of the pilot program for an additional period of one year, with a modification to the level of services, and a new termination date of December 31, 2019.

COSA Ordinance 2019-12-05-099 authorized Amendment Two, the renewal of the Cooperative Agreement and extension of the pilot program for a second additional one year period while the County researched implementing the program authorized by SB 1299, with a new termination date for the pilot program of December 31, 2020.

The Parties have mutually agreed to renew the Cooperative Agreement and extend the pilot program for a third, and final, period of six months, at which time the County will implement a collection program, with a new termination date for the pilot program of June 30, 2021. The Parties agree that during this final extension period the City will continue to provide residents the collection services as provided in Amendment One [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] and that no brush or bulky collections will be provided and no Dial A Trailer services will be required.

This **Amendment Three** to the Cooperative Agreement modifies Sections 1.03 and 1.04, 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 3, Section 1.03, "**Services to be Provided by County**", as amended, is modified by adding the underlined to now read:

**1.03 Services to Be Provided by County.** The SWMD requires an exclusive contract to provide solid waste service to all approximately 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 15<sup>th</sup> of Years One and Two; and by January 15<sup>th</sup> following the end of Year Three; and the one year extension set out in the Amendment One; and the second one-year extension set out in Amendment Two. 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. For the six month extension authorized by Amendment Three, COSA will submit an invoice on or before July 15, 2021. The invoice 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. Additionally, County agrees to notify the COSA SWMD when they have selected a solid waste hauler to provide the services. County agrees to notify the residents and customers of the changes in service and billing at least four weeks prior to the expiration of Amendment Three. County will provide the COSA SWMD a copy of the notice of change in service when the notice is sent to the residents. COSA SWMD will remove the COSA containers on the last day of collection and will make additional passes the following one to two weeks to remove any remaining containers. County will notify COSA SWMD if they find containers after that period so the containers can be retrieved. County will continue 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).

2. Page 3, Section 1.04, “**Provision of Services and Term of Agreement**”, as amended, is modified by deleting the ~~strikethrough~~ and adding the underlined to now 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. Amendment One authorized by COSA Ordinance 2018-11-15-0920 and Amendment Two authorized by COSA Ordinance 2019-12-05-0999, each renewed the Cooperative Agreement and extended the pilot program for an additional period of one year. The term of this Amendment Two commences on January 1, 2020 through December 31, 2020. The term of Amendment Three commences on January 1, 2021 through June 30, 2021. It is anticipated by the Parties that a program authorized by Senate Bill 1299, 85<sup>th</sup> Legislative Session, shall be implemented by the County on or before June 30, 2021 December 31, 2020, and no further extensions of this pilot program shall be required. If the County’s collection program is delayed due to unforeseen circumstances, the Parties may mutually agree to extend the Cooperative Agreement and pilot program on a month-to-month basis.

3. This Amendment Three 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.

4. Except as provided otherwise herein, the Cooperative Agreement shall remain unaffected, unchanged, and unimpaired due to the foregoing Amendment Three.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURES ON THE NEXT PAGE**

AGREED to this \_\_\_th day of December 2020.

**COUNTY OF BEXAR**

**CITY OF SAN ANTONIO**

By: \_\_\_\_\_  
NELSON W. WOLFF  
County Judge

By: \_\_\_\_\_  
DAVID W. MCCARY, CPM  
Assistant City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
LUCY ADAME-CLARK  
County Clerk

By: \_\_\_\_\_  
ANDREW SEGOVIA  
City Attorney

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
PATRICIA G. PROWSE  
Assistant Criminal District Attorney  
Civil Division

APPROVED AS TO FINANCIAL CONTENT:

\_\_\_\_\_  
LEO S. CALDERA CIA, CGAP  
County Auditor

\_\_\_\_\_  
DAVID SMITH  
County Manager