

**AMENDMENT ONE TO
AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
GOODWILL INDUSTRIES OF SAN ANTONIO
FOR
RECYCLING OF ELECTRONIC EQUIPMENT (RFP 17-045)**

The City of San Antonio ("City") currently has an Agreement ("Agreement") with Goodwill Industries of San Antonio ("Contractor") for the Recycling of Electronic Equipment, pursuant to Ordinance No. 2017-09-07-0636, passed and approved by the City Council on September 7, 2017, for a term of three years, with two additional one year renewal terms at the City's option, in amount not to exceed \$80,000.00 annually as total compensation.

The Parties have agreed that an increase in the annual compensation amount from the City to the Contractor is required due to the higher than anticipated volume of electronics materials received by the City for recycling. As authorized by Ordinance 2019-06-20-_____, passed and approved by the City Council on June 20, 2019, the annual total compensation is increased by an additional \$66,000.00 to an amount not to exceed \$146,000.00 annually.

This **Amendment One** to the Agreement modifies the Compensation Section and is entered into by and between City and Contractor, acting by and through their designated representatives. The undersigned hereby agree to modify said Agreement as follows:

1. Page 1, Compensation Section, is amended by adding the underlined and deleting the ~~strikethrough~~ to read:

Compensation: In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by the Director, Solid Waste Management Department (hereinafter "Director"), of all services and activities set forth in this Agreement, City agrees to pay Contractor the fees as provided in Exhibit III, the RFP Option B-1, Compensation/Price Schedule - Main Scope of Work, and Option B-2, Compensation/Price Schedule – Alternative Locations, in an amount not to exceed ~~\$80,000.00~~ \$146,000.00 annually, as total compensation for all fees and expenses. The Contractor shall accept all electronic waste received by the City from residential sources for recycling and the Contractor shall provide a revenue rebate to the City, as provided in the Contractor's response to the RFP Attachment B-1 and B-2.

2. This Amendment One to the 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 Agreement herein amended.

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

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO

Goodwill Industries of San Antonio

(Signature)

Printed Name: David W. McCary,
Title: CPM
SWMD Director

Date: _____



(Signature)

Printed Name: Angelique De Oliveira
Title: Vice President
Business Services

Date: _____

06/11/2019

Approved as to Form:
Andrew Segovia
City Attorney

By: Assistant City Attorney