

FIRST AMENDMENT TO THE SOLID WASTE AND RECYCLING SERVICE AGREEMENT

THIS **FIRST AMENDMENT** (1st Amendment) is made is made and entered into by and between the City of Coppel, Texas ("City"), acting by and through its duly authorized City Manager, and Allied Waste Services of Fort Worth, LLC a Republic Services Company ("Contractor") , a Texas limited liability company, acting by and through its duly authorized representative, and shall be effective on the date signed by the last of the parties to sign (the "Effective Date").

RECITALS

WHEREAS, the City has contracted Allied Waste Services of Fort Worth, LLC as a Contractor to provide Solid Waste and Recycling Services; and,

WHEREAS, Contractor and City have agreed to renew and amend the prior agreement (hereinafter "SWRSA").

NOW, THEREFORE, in consideration of the provisions recited herein and the mutual obligations undertaken, the Parties agree as follows:

SECTION 1: That the SWRSA is hereby amended by amending Section 2 by changing the title and grant of authority from a franchisee to contractor which shall herein read as follows:

"2. GRANT OF AUTHORITY FOR COLLECTION OF MUNICIPAL SOLID WASTE

2.1 Contractor is hereby granted for the term of this Agreement, as defined in Section 3 unless sooner terminated, the exclusive right and privilege and sole obligation within the corporate limits of the City to operate municipal solid waste collection on behalf of the City as follows:

- (a) Collection
- (b)
-

2.2 Contractor is hereby granted for the term of this Agreement

- (a)
-

2.3 City shall pay to Contractor for and in consideration for the services provided herein those charges as set fort in Exhibit 2, as amended, which shall be billed in accordance with Section 25 hereof.

SECTION 2: That Paragraph 3.1 of the Solid Waste and Recycling Services Agreement (SWRSA), shall be amended to read as follows:

“3. TERM

- 3.1. **Initial Term:** Unless sooner, Central Time. That upon the expiration date of October 31, 2021 at 211:59, CT this Agreement is hereby extended for a five-year term beginning at 12:00am on November 1, 2021 and shall continue in effect until October 31, 2026 at 11:59 pm Central Time.”

SECTION 3: That Paragraph 3.2 of the SWRSA shall be amended to read as follows:

“3. TERM

- 3.2 **Optional Renewal Terms:** City may renew this Agreement, as amended, for an additional one five (5) year optional renewal term. Contractor may prohibit City Provisions of this Agreement.

SECTION 4: That the SWRSA is hereby amended by repealing Exhibit 2, thereof and replacing with a new Exhibit 2 which is incorporated herein as Attachment 1 to this Amended Agreement.

SECTION 5: That the SWRSA is as heretofore amended by this 1st Amendment, is hereby incorporated herein as set forth above and shall supersede all prior agreements between the Parties; and the same herein is hereby republished and reaffirmed as the sole agreement between the Parties.

EXECUTED this _____ day of _____, 2020 by authority of Coppell City Council.

CITY OF COPPELL

BY _____
Mike Land, City Manager

ATTEST:

Ashley Owens, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXECUTED this _____ day of _____, 2020 by

**ALLIED WASTE SERVICES OF FORT
WORTH, LLC**

BY _____

President/Executive Director

ATTACHMENTS

ATTACHMENT 1: