

## **RENEWAL AND AMENDMENT TO JOINT SOLID WASTE AGREEMENT**

This Renewal and Amendment to the Joint Solid Waste Agreement (“Renewal”) is made and entered into by and between the City of Aledo, Texas (“Aledo”), the Town of Annetta, Texas (“Annetta”), the Town of Annetta North, Texas (“Annetta North”), the City of Annetta South, Texas (“Annetta South”), the City of Hudson Oaks, Texas (“Hudson Oaks”), and the City of Willow Park, Texas (“Willow Park”), jointly referred to herein as the “Municipality,” each acting by and through its duly authorized Mayor and Republic Waste Services of Texas, Ltd. (“Contractor”) acting by and through its duly authorized officer. The Municipality and Contractor may be collectively referred to herein as the “Parties.”

**WHEREAS**, Annetta, Annetta North, Annetta South, Hudson Oaks, and Willow Park entered into that certain Joint Solid Waste Agreement with Contractor for solid waste collection, commencing May 1, 2016, for an initial term of five (5) years, with an automatic renewal for an additional two (2) years upon the same terms and conditions (the “Collection Agreement”); and

**WHEREAS**, the Collection Agreement was contingent upon Annetta, Annetta North, Annetta South, Hudson Oaks and Willow Park entering into a Joint Solid Waste Disposal Agreement (“Disposal Agreement”) with Waste Management of Texas, Inc. (“Waste Management”) for the exclusive disposal of all residential, commercial, and industrial solid waste generated in those municipalities; and

**WHEREAS**, such Disposal Agreement was entered into by Annetta, Annetta North, Annetta South, Hudson Oaks, and Willow Park with Waste Management, which Disposal Agreement terminates April 30, 2026; and

**WHEREAS**, Annetta, Annetta North, Annetta South, Hudson Oaks and Willow Park agree that the Disposal Agreement shall not be renewed, and that all disposal after April 30, 2026 will be the responsibility of the Contractor at a permitted TCEQ facility; and

**WHEREAS**, the Collection Agreement provided that Aledo could opt to join into the Collection Agreement through the execution of an interlocal cooperation agreement; however, the provisions of Article XIII (outside disposal fee) of the Collection Agreement would not apply to Aledo as Aledo is not a party to the Disposal Agreement; and

**WHEREAS**, Aledo did opt to join the Collection Agreement on or about March 24, 2016, through the execution of an interlocal cooperation agreement, effective May 1, 2016; and

**WHEREAS**, pursuant to this Renewal, the Parties desire to extend the Collection Agreement effective May 1, 2023 through April 30, 2026 to coincide with the termination of the Disposal Agreement, on the same terms and conditions except as may be amended in this Renewal; and

**WHEREAS**, the Parties desire to enter into a new Joint Solid Waste Agreement to begin May 1, 2026, which will be established through a separate agreement concurrent with this Renewal.

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants contained herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor hereby releases, holds harmless, and forever discharges Municipality from any and all liability, claims, damages, costs, expenses, losses, or causes of action of any kind whatsoever, whether asserted or unasserted, resulting from or arising out of the Collection Agreement prior to May 1, 2023.**

2. Except as specifically provided in this Renewal below, the terms and conditions of the Collection Agreement, as extended herein, remain in full force and effect.

3. Section I.A. of the Collection Agreement shall be amended to change the required minimum tons of solid waste to be disposed of from 35,000 tons to 19,000 tons.

4. Section I.B. of the Collection Agreement shall be amended to extend the term of the Collection Agreement from May 1, 2023 through April 30, 2026, with no provision for any further extension or renewal.

5. In Section III. of the Collection Agreement, the table of collections schedules for each Municipality shall be amended to add Aledo with solid waste collection services on Monday and Thursday and recycling services on Monday, each week, and the hours of service shall be amended from 7:00 a.m. to 6:00 p.m.

6. Section IV.A. of the Collection Agreement shall be amended to amend the Base Rates for residential service, C&D debris, and commercial service as set forth in Attachment A to this Renewal, such rates to begin May 1, 2023.

7. Section IV.B. of the Collection Agreement shall be amended to amend the Fixed Base Rate Escalation to provide for an annual increase in the Base Rates set forth in Attachment A to this Renewal as follows:

- May 1, 2024 4.0% increase
- May 1, 2025 4.0% increase

8. Section V.A. of the Collection Agreement shall be amended to add Aledo's billing and franchise fees such that Aledo shall be treated the same as Hudson Oaks and Willow Park.

9. Section V.A.3 and V.B.2 of the Collection Agreement shall each be amended to add the following sentence at the end of the existing second sentence:

“CONTRACTOR shall provide with each franchise fee payment the address associated with all gross billings for these MUNICIPALITIES.”

10. Section XI.A. “Indemnification” of the Collection Agreement is hereby amended to read as follows:

“A. **Indemnification:** CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND HEREBY COVENANTS AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND EACH MUNICIPALITY, ITS OFFICERS, AGENTS, ELECTED OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, ASSESSMENTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE, ATTEMPTED PERFORMANCE OR NON-PERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR IN ANY WAY RESULTING FROM OR ARISING OUT OF THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF BRUSH, C&D DEBRIS, DEBRIS, GARBAGE, TRASH, SOLID WASTE, REFUSE, OR RECYCLABLE MATERIALS UNDER THIS AGREEMENT, INCLUDING THE WORK, SERVICES, OPERATIONS, AND LEGAL DUTIES OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, IF ANY. IN THE EVENT OF JOINT AND CONCURRENT RESPONSIBILITY OF CONTRACTOR AND ANY MUNICIPALITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE TEXAS LAW, WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON.

CONTRACTOR SHALL LIKEWISE ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY AND ALL INJURY OR DAMAGE TO MUNICIPALITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS, EXPENDED BY A MUNICIPALITY IN ANY SUIT OR CLAIM AGAINST CONTRACTOR.

CONTRACTOR ADDITIONALLY ASSUMES ALL RESPONSIBILITY AND LIABILITY AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY BREACH OF MUNICIPALITY OBLIGATIONS UNDER

THE JOINT SOLID WASTE DISPOSAL AGREEMENT WITH WASTE MANAGEMENT OF TEXAS, INC.”

11. Section XIII. of the Collection Agreement shall be amended to provide that the Contractor shall pay the required Outside Disposal Fee into the Escrow Account quarterly, beginning May 1, 2023, and that such quarterly payment shall be accomplished by a reconciliation and accounting of the monthly tonnage reports of solid waste disposed of from any outside source using the Municipal Disposal Rate as required under Section VIII.B. supporting the Outside Disposal Fee. Additionally, the Escrow Account shall be maintained at the depository institution for Hudson Oaks.

In Witness Whereof, the Parties by their duly authorized agents, have entered into this Renewal to be effective as of May 1, 2023.

**REPUBLIC WASTE SERVICES OF TEXAS, LTD.**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**STATE OF TEXAS** §  
§  
**COUNTY OF** \_\_\_\_\_ §

BEFORE ME, the undersigned authority in and for \_\_\_\_\_ County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the \_\_\_\_\_ of Republic Waste Services of Texas, Ltd., and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:  
\_\_\_\_\_

**CITY OF ALEDO, TEXAS**

By: \_\_\_\_\_  
Nick Stanley, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Secretary

**TOWN OF ANNETTA, TEXAS**

By: \_\_\_\_\_  
Sandy Roberts, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Secretary

**TOWN OF ANNETTA NORTH, TEXAS**

By: \_\_\_\_\_  
Robert Schmidt, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Secretary

**CITY OF ANNETTA SOUTH, TEXAS**

By: \_\_\_\_\_  
Charles Marsh, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Secretary

**CITY OF HUDSON OAKS, TEXAS**

By: \_\_\_\_\_  
Tom Fitzpatrick, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Secretary

**CITY OF WILLOW PARK, TEXAS**

By: \_\_\_\_\_  
Doyle Moss, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Secretary

## ATTACHMENT A

### BASE RATES

<b>3-year Extension 2X MSW which includes BULK/BRUSH, 1X REC</b>	<b>Current Rate 5 Cities 2x per week</b>	<b>Current Rate Aledo 1x per week</b>	<b>May 2023 6 Cities</b>	<b>May 2024 6 Cities</b>	<b>May 2025 6 Cities</b>
Residential MSW including bulk/brush collection and 95- gallon cart	\$12.32	\$10.41	\$12.94	\$13.45	\$13.99
Residential Recycling	\$4.47	\$4.47	\$4.69	\$4.88	\$5.08
<b>Total Residential Base Rate</b>	\$16.79	\$14.88	<b>\$17.63</b>	<b>\$18.33</b>	<b>\$19.07</b>
<b>Cart Rental Fee</b>	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15
<b>Base Rate + Rental Fee</b>	\$19.94	\$18.03	\$20.78	\$21.48	\$22.22