

EXTENSION AGREEMENT

20170213

THIS EXTENSION AGREEMENT, made this 12th day of February, 2017, by and between the City of Coffee City, Henderson County, Texas, a Municipal Corporation of the State of Texas (hereinafter called the "City") and Allied Waste Systems, Inc. Republic Services (hereinafter called "Contractor"), as follows:

WHEREAS, in March of 2011, Contractor and the City entered into a hauling Contract to provide Residential and Commercial Refuse Collection within the City and disposal of the Refuse by transportation to a licensed disposal site and to perform such work as may be incidental thereto; and .

WHEREAS, the Hauling Contract does end term April 15, 2017 a three (3) year amendment is attached hereof to April, 2020

WHEREAS, both the City and the Contractor have been fully satisfied with the terms of the Contract the performance of all parties under the Contract and by reason thereof, the City and the Contractor desire and intend to extend the term of the Contract for an additional three years;

NOW THEREFORE, in consideration of the mutual agreements and covenants of the City and Contractor, it is hereby agreed that the term of the Hauling Contract shall be extended through April 14, 2020, and that in addition to the extended term, the terms and conditions of the Hauling Contract shall be modified as follows:

Continuing Effect. Except as expressly modified or amended by this Agreement, all terms and provisions of the Contract shall remain in full force and effect. In the case of a conflict in meaning between the Contract and this Agreement, this Agreement shall prevail.

Section 5.

MODIFICATION OF RATES

- (A) Beginning on the first anniversary of the Effective Date and continuing on the first day of each succeeding year during the terms of this Contract, the rate schedule and fees charged by the Contractor for refuse service in the City, shall be adjusted according to the change in the Bureau of Labor Statistics, United States City Average – Water, Sewer, Trash Index (CPI-U). Contractor shall provide City with notice of changes 60 days prior to the Effective Date of the increase.
- (B) In addition to the above, the Contractor may petition the City for rate adjustments occasioned by extraordinary events, on the basis of unusual changes in Contractor's cost of operations, including, but not limited to new, amended or revised laws, ordinances, or regulations of governmental entities, which request shall not be unreasonably denied.

TERM

The term of service shall be for a three (3) year period beginning upon the execution of the Contract and ending three (3) years thereafter. The initial three (3) year term of this contract shall be extended for successive additional three (3) year terms, unless either

party notifies the other party in writing, not less than one hundred eighty (180) days prior to the expiration of the initial three (3) year or of any successive three (3) year term to terminate this contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

UNACCEPTABLE WASTE :Hazardous Waste:

Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

IN WITNESS THEREOF, the City of Coffee City and Allied Waste Systems Inc. by our duly authorized agents, hereto affix our signatures and seals on duplicate originals of this Extension Agreement at Coffee City, Henderson County, Texas on this the 13th day of February, 2017, but effective as of 12.01a.m. On the 15th day of April 2017.

City of Coffee City
A Municipal Corporation of Henderson County, Texas

(Seal of the City
Of Coffee City, Texas)

ATTEST:
Printed name: PAM DROST

Title: MAYOR

Signature Pam Drost

Allied Waste Systems Inc.
P. O. Box 1139
Kilgore, Texas 75662

Signature: [Signature]
James Murphy / General Manager