

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MINEOLA, TEXAS,  
AUTHORIZING THE WORK AND SERVICE CONTEMPLATED BY THE GENERAL  
SPECIFICATIONS FOR THE SOLID WASTE COLLECTION CONTRACT WITH  
REPUBLIC SERVICES OF KILGORE.**

WHEREAS, the City Council desires to enter into an exclusive contract with Republic Waste Services for commercial solid waste collection.

WHEREAS, the City Council has studied all proposals for Commercial Solid Waste collection and agree that Republic Waste Services can and will deliver the best and most cost effective services for the citizens of Mineola.

WHEREAS, the City Council desires to have the Solid Waste Collection General Specifications made a part of this resolution as exhibit "A".

BE IT RESOLVED BY THE CITY COUNCIL:

THAT, on this 25th day of November, 2019, we do hereby adopt the attached Specifications to be implemented on the effective date set forth in the contract with Republic Waste Services. We hereby authorize the City Manager to be the City's authorized representative in matters concerning the Solid Waste Services and authorize the Mayor to sign said contract.

PASSED, APPROVED AND ADOPTED ON this 25<sup>th</sup> day of November, 2019.

CITY OF MINEOLA, TEXAS

\_\_\_\_\_  
Kevin White, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Karch, City Secretary

**AMENDMENT TO THE CONTRACT  
BETWEEN  
THE CITY OF MINEOLA, TEXAS  
AND  
ALLIED WASTE SYSTEMS, INC.**

This Amendment to the contract (this "Amendment") between the City of Mineola, Texas (the "City") and Allied Waste Systems, Inc. (the "Contractor") is hereby entered into effective as of July 1, 2020 (the "Effective Date").

WITNESSETH

**WHEREAS**, the City and the Contractor (cumulatively, the "Parties") entered into that certain contract for solid waste collection services for Residential and Commercial Handload (including "Contract Documents" as defined in the General Specifications provided in connection therewith, the "Contract"), which services began on July 1, 2015 as specified therein; and

**WHEREAS**, the Parties agree to amend and extend the Contract as set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, they do agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated herein by reference.

2. **Term.** The Parties agree that the term of the Contract is hereby extended for an additional five (5) years through and including June 30, 2025. The term of the Contract shall be extended for a further five (5) year term commencing on July 1, 2025 unless, at least one hundred twenty (120) days before June 30, 2025, either party notifies the other (in writing and via certified mail) of its intention to decline such further extension. The extended term contemplated by this paragraph, including the optional further five (5) year extension, shall be referred to herein as the "Extended Term."

3. **Rates.** All rates residential and Commercial Handload shall be further increased by three percent (3%) on each anniversary of the Effective Date of this Agreement, except that there shall be no such increases on the fourth and fifth, anniversaries of the Effective Date

4. **Unacceptable Waste.** The following terms are hereby added to the Contract

"The Contractor shall not be required to collect, handle, transport, or dispose of Unacceptable Waste, and the Contractor may reject the same in its sole discretion. The City shall not provide Unacceptable Waste to the Contractor for collection, transport, or disposal. "Unacceptable Waste" means highly flammable substances, Hazardous Waste, special waste, liquid wastes, biological and pathological wastes, explosives, toxic

materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal, or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the disposal facility. The Contractor may, in its sole discretion, reject any Unacceptable Waste provided by the City or by any other customer or party. Upon request by the Contractor, any individual or entity who provides Unacceptable Waste to the Contractor shall be required to remove the same from the Contractor's vehicle or premises immediately. Any individual or entity who provides Unacceptable Waste to the Contractor shall be liable to the Contractor for the Contractor's damages and other costs incurred as a result of the same. Notwithstanding anything to the contrary stated in the Contract Documents or otherwise, the Contractor may immediately remove any Unacceptable Waste provided by such individual or entity at the expense of such individual or entity, if such Unacceptable Waste creates an emergency condition or negatively impacts the Contractor's business or operations. The Contractor shall at no time take title to such Unacceptable Waste even in removing it as provided in the foregoing sentence. The City shall make reasonable efforts to (i) inform the public that Unacceptable Waste is not to be provided to the Contractor, and (ii) cooperate with the Contractor in order to identify any individuals or entities who provide Unacceptable Waste to the Contractor and to collect (from such individual or entity) and remit to the Contractor an amount to compensate the Contractor for its costs incurred in connection with such Unacceptable Waste."

5. **Additional Amendments.** The Contract is further amended as follows:
  - a. The definition of "Hazardous Waste" in Section 1.18 of the Contract's General Specifications is hereby deleted and replaced with the following:

"Waste defined as, or in sufficient quantity to be defined as, a 'hazardous waste' by the Resource Conservation and Recovery Act, as amended, or any state or local laws with respect thereto, or a 'toxic substance' as defined in the Toxic Substances Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a 'hazardous substance' as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. 'Hazardous Waste' also includes any waste whose transport, handling, storage, treatment, incineration or disposal requires a special license of permit from any federal, state, or local government entity, body, or agency and any substance that, after the effective date of this Contract, is determined to be hazardous or toxic by any judicial or governmental entity having jurisdiction to make that determination."

- b. The second sentence of Section 15.0 of the Contract's General Specifications is hereby deleted.
- c. The words "and dead animals" are hereby deleted from Section 16.0 of the Contract's General Specifications.
- d. The following sentence is hereby added at the end of Section 16.0 of the Contract's General Specifications: "Notwithstanding the foregoing, title to and liability for any Unacceptable Waste shall at no time pass to the Contractor and shall remain with the generator(s) of the same."

6. **Authority.** Each individual signing this Amendment expressly represents and warrants that he/she has the right, legal capacity and full authority to execute this Amendment.

7. **Conflicting Terms.** In the event of a conflict between the terms of this Amendment and those contained in the Contract, the terms of this Amendment shall prevail.

8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Amendment may be executed in two or more originals, facsimile or pdf counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. **Miscellaneous.** (i) The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; and (ii) this Amendment, together with the Contract (as amended herein), constitute the entire understanding between the Parties in respect to the subject matter hereof.

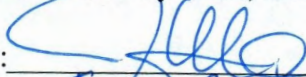
10. **Donation.** An annual donation of \$1000 for the Mineola Main Street program.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**City of Mineola, Texas ("City")**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Allied Waste Systems, Inc. ("Contractor")**

By:  \_\_\_\_\_  
 Name: James Murphy \_\_\_\_\_  
 Title: General Manager \_\_\_\_\_