

EXHIBIT

"A"

AMENDMENT NO. 1 TO THE REFUSE COLLECTION CONTRACT BETWEEN CITY OF ROUND ROCK, TEXAS AND CENTRAL TEXAS REFUSE, INC.

This Amendment No. 1 to the Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, Inc., hereinafter called "Amendment No. 1" is made by and between the City of Round Rock, a Texas home-rule municipal corporation (the "City"), and Central Texas Refuse, Inc. (the "Contractor").

WHEREAS, the City and Contractor entered into one certain Refuse Collection Contract on November 22, 2016 whereby Contractor agreed to collect garbage, rubbish, refuse, and recyclable materials for residential customers within the City (the "Contract"); and,

WHEREAS, at the time the Contract was executed, the City's recyclables were processed at WILCO Recycling, owned and operated by a third party; and,

WHEREAS, the Contractor is now the owner and operator of WILCO Recycling; and,

WHEREAS, the City and the Contractor desire for the Contractor to process, package and market the recyclable materials for conversion into useful products at WILCO Recycling; and,

WHEREAS, it has become necessary to amend the Contract to include the processing, packaging and marketing of recyclable materials; and,

NOW THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Contractor agree that said Agreement is amended as follows:

AGREEMENT

1. In **SECTION 2: DEFINITIONS**, the definition of "Recyclable Material Facility" shall be amended to read:

Recyclable Material Facility — WILCO Recycling, a division of Central Texas Refuse.

2. **SECTION 3: REPRESENTATIONS, Section 3.2 Representations by Contractor**, (ii) and (iv) shall be amended as follows:

- (ii) The Contractor has obtained the necessary disposal capacity for Municipal Solid Waste and Bulk Waste with a Solid Waste Facility and Recyclable Materials with a Recyclable Material Facility, for the initial term of this Contract as set forth in Section 5.2.1.

- (iv) The Contractor has obtained all applicable environmental and other governmental permits, licenses and authorizations that are necessary for collection, processing and marketing of Bulk Waste and Recyclable Materials.
3. **SECTION 3: REPRESENTATIONS, Section 3.2 Representations by Contractor**, (v) and (ix) shall be deleted in their entirety.
4. **SECTION 7: COLLECTION, DISPOSAL, AND PROCESSING LOCATION, Section 7.3 Recyclable Material Processing Location and Tipping Fee**, shall be amended to read:
- 7.3. Recyclable Material ~~Processing Location~~, Tipping Fee and Revenue Share Payment
- 7.3.1 Tipping Fee
- ~~Contractor shall deliver all Recyclable Materials collected to a Recyclable Material Facility and shall pay the tipping fee to the Recyclable Material Facility in the amount set forth in a separate contract between the city and the Recyclable Material Facility. Contractor acknowledges that the City intends to enter into a separate contract with a Recyclable Material Facility for the processing and marketing of the City's Recyclable Material and any tipping fee paid by the Contractor. During the term of this Agreement and any renewals, Contractor agrees that the tipping fee for all Recyclable Material it delivers to the Recyclable Material Facility shall not exceed the tipping fee charged at any Landfill utilized by Contractor to dispose of Municipal Solid Waste and/or Bulk Waste.~~
- 7.3.2 Revenue Share Payment
- In the event Contractor recovers an average amount in excess of Ninety-Five Dollars (\$95.00) per ton in a calendar month from the sale of City's Recyclable Material, Contractor shall pay City fifty percent (50%) of the revenues recovered in excess of Ninety-Five Dollars (\$95.00).
- Contractor shall have the absolute obligation to pay City each month for any and all processed Recyclable Material, in accordance with this Section 7.3.2. All payments by Contractor to City shall be made payable to the City of Round Rock, Texas, shall be tendered to City's designated representative, and shall accompany corresponding statements from City and/or City's representative.
5. **SECTION 10: COLLECTION AND PROCESSING EQUIPMENT, Section 10.2. Disposal Facility and Recyclable Material Facility Equipment, 10.2.1 Scales**, shall be amended as follows:

10.2.1 Scales

The Contractor shall be solely responsible for ensuring the Disposal Facility and the Recyclable Material Facility ~~is~~ are equipped with adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming vehicles transporting Solid Waste Materials and Recyclable Materials. Contractor shall separately weigh, record, and tabulate each load from City.

Contractor shall document that each scale at the Disposal Facility and the Recyclable Material Facility has been annually certified with the State and no later than December 1 of each Contract Year shall provide proof of certification to the City.

6. **SECTION 10: COLLECTION AND PROCESSING EQUIPMENT, Section 10.2. Disposal Facility and Recyclable Material Facility Equipment, 10.2.2 Capacity and Other Facility Equipment**, shall be amended as follows:

10.2.2 Capacity and Other Facility Equipment

The Contractor shall be solely responsible for ensuring the Disposal Facility and the Recyclable Material Facility ~~has~~ have the capacity and equipment to dispose of and/or thoroughly process the quantity and type of materials collected by the Contractor in connection with this Contract and in accordance with industry standards for managing such materials.

7. **SECTION 18: RECORDKEEPING, REPORTING, AUDITED FINANCIAL STATEMENTS, AND REPORTING FORMAT, 18.1 Recordkeeping**, (i), shall be amended to read:

- (i) Document Recyclable Material and Residential Solid Waste deliveries by time delivered to facility, the Municipal Solid Waste disposal fee per ton, the Recyclable Material Facility processing cost per ton, and other information as requested by the Contract Administrator.

8. **SECTION 19: CITY INSPECTION RIGHTS, 19.2 City's Rights to Inspect Facilities and Equipment**, shall be amended to read:

The City or any of its duly authorized representatives shall have access to inspect Contractor's facilities and facilities which receive the City's Municipal Solid Waste, including the Disposal Facility, the Recyclable Materials Facility, and equipment and perform such inspections, as City deems reasonably necessary, to determine whether the services required to be provided to the Contractor under this Contract conform to the terms hereof. City shall conduct the inspection of facilities and equipment during regular hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections by City's representatives.

9. Except as amended hereby, the Contract as originally written remains in full force and effect.
10. This Amendment No. 1 may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Amendment No. 1.
11. This Amendment No. 1, together with the Contract, embodies the entire agreement of the parties hereto, and is binding upon and inures to the benefit of the parties to this Amendment No. 1 and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns and incorporates all previous correspondence or communication, whether written or oral. The Amended Contract, as amended hereby, can only be further modified or varied by written instrument subscribed to by the parties hereto.

IN WITNESS WHEREOF, the City and the Contractor have executed this Amendment No. 1 to the Contract on the dates indicated.

CITY:
City of Round Rock

CENTRAL TEXAS REFUSE, INC.:

CRAIG MORGAN, Mayor

Date: _____

ATTEST:

SARA WHITE, City Clerk

Name: _____

Title: _____

Date: _____

Approved as to form:

STEPHAN L. SHEETS, City Attorney