

THIRD AMENDMENT TO RECYCLING SERVICES AGREEMENT

This Third Amendment to the Recycling Services Agreement (this "Third Amendment") is effective as of February 1, 2024, between the City of Corpus Christi, Texas (the "City"), and BFI Waste Services of Texas, L.P., a Delaware limited partnership, doing business as Republic Services of CorpusChristi ("Contractor").

Recitals

A. The City and Contractor entered into the Recycling Services Agreement dated January 27, 2021, as amended (collectively, the "Agreement"), whereby Contractor agreed to provide certain recycling processing services to the City.

B. The City and Contractor now desire to amend certain provisions of the Agreement as more fully set forth below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Section 2 - Term. Sections 2(A) and (B) are deleted in their entirety and replaced to read as follows:

"(A) The provision of Services under this Agreement commences February 1, 2021 ("Commencement Date") and ends January 31, 2024 (the period being referred to as the "Initial Term")."

"(B) Following the Initial Term, this Agreement is extended for three (3) more years effective February 1, 2024, through January 31, 2027. At the end of this new term, the Agreement will automatically extend for two (2) additional one (1) year terms unless either party wishes to cancel in writing not less than six months prior to the expiration date of any term (including the new three-year term). Notices and process must be followed according to the points of contact listed in this Agreement."

2. **Fee; Calculation and Payment Due.**

(a) Section 3(A) of the Agreement, as modified by the First Amendment dated March 1, 2021, is deleted in its entirety and replaced to read as follows:

"(A) **Processing Fee.** The City will pay the Contractor a processing fee of \$132.30 per ton for each ton of Program Recyclables processed by the Contractor ("Processing Fee") at the Designated Facility, beginning February 1, 2024. Each year thereafter, the Processing Fee will be increased by 5.0% on February 1st. The Processing Fee will not be paid for any material hauled by the Contractor to the City's landfill or disposed of elsewhere prior to processing. This Agreement also includes a revenue-sharing arrangement ("Recyclable Revenue Share"), meaning the parties agree to split the Gross Recyclable Revenues received from Contractor's sale of Program Recyclables to third parties with the City receiving 55% of the Gross Recyclable Revenues."

3. Exhibit B. Exhibit B to the Agreement is amended as follows:

(a) The following is added to the end of the first sentence of Section I(B): "(i.e., an insurance company rated A-VII, or higher, by A.M. Best)."

(b) The following is added to the end of the first sentence of Section II(A): "or via another state-approved program."

(c) In the first sentence of Section II(C), the words "the requested" are deleted and replaced with "any material".

(d) In the first sentence of Section II(D), the words "via blanket-form endorsement" are inserted between "endorsed" and "to contain".

(e) In the third bullet point of Section II(D), the word "suspension" is deleted.

(f) In the first sentence of Section II(E), the word "suspension" is deleted.

4. Capitalized Terms. Capitalized terms used but not otherwise defined in this Third Amendment shall have the meanings assigned to them in the Agreement.

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

6. Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Third Amendment to be effective as of the date stated in the first paragraph.

CONTRACTOR:

CITY:

BFI WASTE SERVICES OF TEXAS, LP
BY: ALLIED WASTE LANDFILL
HOLDINGS, INC., ITS GENERAL
PARTNER


CITY OF CORPUS CHRISTI, TEXAS

By: _____

Name: _____

Title: _____

Date: _____


Robert Bradley
Co-Chairman Manager
11-15-2023

By: _____

Name: _____

Title: _____

Date: _____