

JOINT SOLID WASTE AGREEMENT

STATE OF TEXAS

COUNTY OF PARKER

KNOW ALL MEN BY THESE PRESENTS:

This Joint Solid Waste Agreement (“Agreement”) is entered into by the Town of Annetta, Texas (“Annetta”), the Town of Annetta North, Texas (“Annetta North”), the City of Aledo, Texas (“Aledo”), 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 hereto to as the “MUNICIPALITY”, each acting by and through its duly authorized Mayor and Republic Waste Services of Texas, Ltd., hereinafter called “CONTRACTOR”, acting by and through its duly authorized officer, do hereby covenant and agree as follows:

I. GRANT

- A. This Agreement shall commence on May 1, 2026 (the “Effective Date”).
- B. Each MUNICIPALITY hereby grants to CONTRACTOR an exclusive contract and franchise to engage in the business of collecting and disposing of Residential and Commercial Garbage, Trash, Brush, Debris, C&D Debris, and Residential Recyclable Materials within the corporate limits of each MUNICIPALITY and, further hereby grants to CONTRACTOR permission to use the public streets, alleys, easements, and thoroughfares within the limits of each MUNICIPALITY for the purpose of collection and disposal of Garbage, Trash, Brush, Debris, C&D Debris, and Residential Recyclable Materials for a period of five (5) years beginning May 1, 2026 and terminating April 30, 2031 subject to the limitations, terms, and conditions hereinafter specified and contained in this Agreement. Unless all MUNICIPALITIES jointly, or CONTRACTOR, notifies the other in writing at least one hundred eighty (180) before the termination date of this Agreement of such party's election not to renew or extend this Agreement, then this Agreement shall be automatically renewed for an additional five (5) years upon the same terms and conditions as contained herein, and no new agreement need be entered into.

II. DEFINITIONS

Wherever used herein, the hereinafter-listed term shall have the following meanings:

- A. **Aledo**: The City of Aledo, Texas, a home rule municipality located in Parker County, Texas.
- B. **Annetta**: The Town of Annetta, Texas, a type A general law municipality located in Parker County, Texas.
- C. **Annetta North**: The Town of Annetta North, Texas, a type A general law municipality located in Parker County, Texas.

- D. **Annetta South:** The City of Annetta South, Texas, a type A general law municipality located in Parker County, Texas.
- E. **Brush:** Tree and shrub trimmings which are not easily placed in disposable containers.
- F. **Commercial:** Of or relating to any property or facility that generates solid waste during, or as a result of a business, and including any property that would otherwise be considered Residential property but which contains four (4) or more dwelling units.
- G. **Commercial Containers:** Metal containers supplied by CONTRACTOR affording capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.
- H. **C&D Debris:** Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials generally resulting from the construction or demolition processes.
- I. **Curbside Service:** Garbage, Trash, certain Brush and bulk material, and Recyclable Materials to be picked up by CONTRACTOR, which will be located at the curbside of the street bearing the customer's address.
- J. **Debris:** Automobile frames, dead trees, and other bulky heavy material not otherwise classified herein.
- K. **Disabled Customers:** A Residential household in which all members of the household are physically disabled to the extent that they are unable to place Garbage at curbside. The fact of such disability must be certified to CONTRACTOR by the Mayor of the MUNICIPALITY where the Disabled Customers are located.
- L. **Excluded Waste:** Excluded Waste means any and all solid waste which CONTRACTOR or any disposal facility is not authorized to accept for disposal pursuant to its permits and licenses, including without limitation, highly flammable substances, Hazardous Waste (as defined below), toxic substances, contaminants, infectious or medical wastes, explosives, radioactive materials, and other materials deemed by State and Federal law, or in the reasonable discretion of CONTRACTOR or the owner or operator of any such disposal facility, to be dangerous or threatening to the environment or the operations conducted at such disposal facility.
- M. **Fiscal Year:** Shall mean the Fiscal Year of each Municipality.
- N. **Garbage:** Refuse, animal or vegetable matter (as from a kitchen or food processing facility), metal (tin) cans, plastic or glass bottles, glass jars, plastic food containers, styrofoam, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines) and any other household waste, which is damp or capable of emitting noxious odors.
- O. **Garbage Container:** Polycarts provided by CONTRACTOR.

- P. **Hazardous Waste:** Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- Q. **Hudson Oaks:** The City of Hudson Oaks, Texas, a type A general law municipality located in Parker County, Texas.
- R. **Municipal Disposal Location:** CONTRACTOR shall dispose all solid waste from each MUNICIPALITY pursuant to this Agreement at a permitted TCEQ facility.
- S. **Municipality:** Municipality shall mean the individual city or town where CONTRACTOR'S services are being provided, unless specified herein as requiring the unanimous joint action of all Municipalities who are parties to this Agreement.
- T. **Polycart:** A wheeled receptacle with a maximum capacity of ninety-six (96) gallons constructed of plastic designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. Ownership of Polycarts shall be retained by CONTRACTOR.
- U. **Recyclable Materials:** Material that has been recovered or diverted from the nonhazardous waste stream for the purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials and which materials may be sold for processing and use or reuse, including, but not limited to newsprint, magazines, paper items, plastic (PET and 1-IDPE), corrugated boxes, aluminum cans and metal (tin) cans, glass bottles and jars.
- V. **Recycling Container:** A Polycart provided by CONTRACTOR and designed for the purpose of curbside collection of recycling commodities, with maximum capacity of sixty-five (65) gallons.
- W. **Residential:** Relating to any property used primarily as a dwelling or dwellings, except where any one property contains four (4) or more dwelling units.
- X. **Single Stream Recycling:** A system in which all Recyclable Materials are collected all mingled together in a collection truck, instead of being sorted into separate commodities. Customers shall put all recyclable products into the Recycling Container.
- Y. **Trash:** All household refuse other than Garbage, Debris, Brush, household furniture and White Goods. Trash shall include grass, yard clippings, leaves, weeds, heavy accumulations of newspapers and magazines, old clothes and other household disposables of like kind, but shall not include Hazardous Waste.

- Z. **White Goods:** Items which utilize refrigerant such as, but not limited to, refrigerators or air conditioning units , provided that they have had the refrigerant removed and have been tagged by a licensed professional within TCEQ and EPA specifications.
- AA. **Willow Park:** The City of Willow Park, Texas, a type A general law municipality located in Parker County, Texas.

III. SOLID WASTE SERVICES

It shall be the duty and obligation of CONTRACTOR to perform the following solid waste services:

- A. CONTRACTOR agrees to furnish all trucks, equipment, machinery, tools, and labor at its own expense, to adequately, efficiently, and properly collect and dispose of Garbage, Trash, Recyclable Materials, C&D Debris, and Brush from premises within the corporate limits of each MUNICIPALITY in a systematic, clean, healthful, and sanitary manner at the Municipal Disposal Location. As of the Effective Date, CONTRACTOR agrees to furnish all new automatic side loader (ASL) trucks for collection and disposal of Garbage, Trash, and Recyclable Materials under this Agreement; however, for Brush, Debris, and C&D Debris collection and disposal under this Agreement, CONTRACTOR may utilize its existing fleet. All collections from each MUNICIPALITY shall be disposed of at the Municipal Disposal Location. CONTRACTOR shall provide Curbside Services to Residential customers. All trucks, equipment, tools, and machinery used for handling materials and executing any part of the work shall be maintained in a satisfactory, safe, and efficient working condition. Any new trucks or equipment retired or replaced during the term of this Agreement shall be replaced with trucks or equipment less than five (5) years old at the time of replacement. CONTRACTOR's equipment shall be of a size and weight as to not violate any applicable laws, rules or regulations of any applicable governmental entity agency or authority or create damage to each MUNICIPALITY's streets and roadways, normal wear and tear excepted.
- B. All vehicles used by CONTRACTOR for the collection and transportation of Garbage, Trash, Recyclable Materials, C&D Debris, and Brush shall be protected at all times while in transit to prevent leakage and the blowing or scattering of refuse onto the public streets of each MUNICIPALITY or properties adjacent thereto. Further, such vehicles shall be clearly marked with CONTRACTOR's telephone number and name in letters and numbers not less than four (4) inches in height. All collection equipment shall be washed and deodorized as necessary.
- C. CONTRACTOR agrees to establish daily routes and schedules for the collection of Garbage, Trash, Recyclable Materials, C&D Debris, and Brush as necessary to fulfill the requirements of this Agreement. Further, CONTRACTOR will utilize written route books for use in the collection of refuse from all Residential and Commercial customers. A copy of each route book currently in use by CONTRACTOR will be provided to each MUNICIPALITY upon request and updated monthly so that each MUNICIPALITY shall at all times have full knowledge of the designated route to be followed by CONTRACTOR.

Each MUNICIPALITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, or inadequate service.

- D. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and services performed hereunder. CONTRACTOR shall provide reasonable protection to prevent loss or damage to both real and personal property and/or personal injury to persons, including but not limited to employees performing such work and all other persons who may be affected thereby.
- E. CONTRACTOR agrees to make Commercial Containers for Garbage and Trash storage available upon request by the owner or occupant of any premises within the corporate limits of each MUNICIPALITY. The Commercial Containers provided by CONTRACTOR shall be (I) equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents, (II) maintained in good repair, appearance, and in a sanitary condition, and (III) clearly marked with CONTRACTOR's name and telephone number in letters not less than two (2) inches in height. For Commercial Container/dumpster enclosures with doors, CONTRACTOR must close the doors after each pick up and use caution not to damage the container/dumpster doors when the trucks make the pick up.
- F. Each Residential customer shall place Garbage and Trash in a CONTRACTOR provided Polycart at the curbside of the customer's address in a manner as to be easily accessible for collection. Each Residential customer shall keep all Garbage Containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render the contents inaccessible to insects, rodents, and other animals. Residential customers shall place solid waste at the curbside no earlier than twelve (12) hours prior to the scheduled collection day and not later than 7:00 a.m. on the scheduled collection day. CONTRACTOR shall properly place Polycarts back at the curbside after emptying.
- G. CONTRACTOR agrees to make two (2) Garbage and Trash collections each week for each Residential customer and each Commercial customer not utilizing or requiring Commercial Containers, and once per week residential recycling collection services, in accordance with the following schedule:

Municipality	Solid Waste Services	Recycling Services
Aledo	Monday & Thursday	Monday
Annetta	Monday & Thursday	Monday
Annetta North	Monday & Thursday	Monday
Annetta South	Tuesday & Friday	Friday
Hudson Oaks	Monday & Thursday	Thursday
Willow Park	Tuesday & Friday	Tuesday

Hours of service shall be from 7:00 am to 6:00 pm for Residential and Commercial customers, except when unusual circumstances require CONTRACTOR to provide collection services outside the prescribed collection times. CONTRACTOR shall notify

any affected MUNICIPALITY in the event collections times require changing as described in the immediately preceding sentence. No collections will be made on Sundays. CONTRACTOR shall be exempt from making collections on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. CONTRACTOR shall continue with its other regularly scheduled collections during such holiday weeks. Subsequent to a holiday exempt from collection, customers shall be entitled to place for collection up to double the amount of permissible waste specified in this Agreement to make up for the missed collection on the exempt holiday.

- H. CONTRACTOR shall make reusable Polycarts available to all Residential customers for Curbside Service at an additional monthly fee as specified on Attachment "A", incorporated herein by reference.
- I. On each scheduled collection day, CONTRACTOR shall also provide curbside collection services for Brush/bulky items normally generated from a Residential unit, provided they are properly prepared and stored for collection. Vines, thorny bushes, grass, shrubbery cuttings, leaves, and other material accumulated as the result of yard/lawn care, shall be placed in disposable containers. Tree limbs, Brush, and bulky waste which cannot be placed into disposable containers shall be cut into lengths not to exceed four (4) feet, tied in bundles not to exceed fifty (50) pounds each, and stacked at the curbside. Such small bulky waste shall be presented in a manner that allows for easy handling by CONTRACTOR. Residential customers are limited to two (2) cubic yards of Brush/bulky items per scheduled collection day. C&D Debris shall be included in such curbside collection service for Brush/bulky items provided it meets the bundling and cubic yard requirements above. White Goods are included in such Brush/bulky item collection service. Excluded Waste and Hazardous Waste are not included in such Brush/bulky item collection service.
- J. CONTRACTOR agrees to provide carry-out service as described in this section for Disabled Customers at the curbside rate for a Residential household. The fact of such disability must be certified to CONTRACTOR by the MUNICIPALITY where the Disabled Customer is located in accordance with the definition of "disabled customer." The Garbage, Trash, and Recycling Material shall be placed in disposable containers in front of the building facing the street in such a manner clearly visible from the street as to be accessible to CONTRACTOR without entering a gate or fenced area.
- K. CONTRACTOR is granted the exclusive right within the city limits of each MUNICIPALITY to collect and dispose of C&D Debris. CONTRACTOR shall provide such service as requested by any resident, Commercial, industrial or institutional customers on the terms and conditions negotiated between CONTRACTOR and such customer, subject to the limitation on rates established by this Agreement. Residents of each MUNICIPALITY may, however, dispose of C&D Debris at any county-wide, county-sponsored, or MUNICIPALITY-sponsored clean up event.
- L. CONTRACTOR, its agents, servants, and employees shall perform all services under this Agreement in a courteous, competent, and professional manner. During the term of this

Agreement and any extension thereof, CONTRACTOR shall be responsible for the actions of its agents, servants, and employees while such agents, servants, and employees are acting within the scope of their employment or agency.

- M. Any notices given or required to be given by CONTRACTOR to customers relating to any services provided hereunder, specifically including but not limited to changes in service dates or times, shall be provided in both the Weatherford Democrat and Community News newspapers.

IV. RATES

- A. **Base Rates:** Each MUNICIPALITY and CONTRACTOR agree that the initial monthly rate for Residential service, C&D Debris, and Commercial service shall be at the base rates as set forth in Attachment "A", incorporated herein by reference. CONTRACTOR shall maintain all base rates until May 1, 2027.
- B. **Fixed Base Rate Escalation:** CONTRACTOR shall be allowed an annual increase in the base rates set forth in Attachment "A" effective May 1st of each year in the fixed amount of a four percent (4%) increase.
- C. **Discretionary Rate Adjustment:** In addition to the fixed base rate adjustment provided above, at any time after the first twenty-four (24) months of the term of this Agreement, CONTRACTOR may petition each MUNICIPALITY for additional rate and price adjustments at reasonable times on the basis of material and unusual changes in its cost of operations (herein defined to be at least a documented ten percent (10%) increase in operational costs as compared to the previous twenty-four (24) months) due to, or directly resulting from, ad valorem taxes, governmental fees or regulations or revised federal, state, or local laws, ordinances, or regulations. At the time of any such petition, CONTRACTOR shall provide each MUNICIPALITY with documentation and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. Each MUNICIPALITY shall have the right, in its sole discretion, to determine the necessity of such a request for a change in rates. The Council of each MUNICIPALITY must approve such discretionary rate adjustment for the adjustment to be effective in any MUNICIPALITY.
- D. **Storm Debris Management Program:** In the event of significantly increased volumes of Brush, Garbage, and Debris resulting from a tornado, severe winds, a severe storm, or other catastrophic event or natural disaster, CONTRACTOR will provide, at any MUNICIPALITY's request, assistance to the residents of such MUNICIPALITY in the disposal of such storm Debris, allowing residents to rid their property of fallen trees, Brush, etc. without having to schedule a special estimate by CONTRACTOR. CONTRACTOR will provide this service to MUNICIPALITY residents at the rate specified in Attachment "A", incorporated herein by reference.
- E. **Free Services:** CONTRACTOR agrees to provide weekly Garbage service and recycling services, at each MUNICIPALITIES' facilities (including but not limited to the town/city

hall, fire stations, police stations, libraries, recreational/community centers, animal control facilities, public works buildings, etc.) without charge. The collection of such materials shall not include large amounts of C&D Debris or waste resulting from public works activities, nor shall it include sludge removal from any wastewater treatment plant. Additionally, CONTRACTOR agrees to provide up to three (3) thirty (30) cubic yard roll-off containers per year per MUNICIPALITY at sites designated by each MUNICIPALITY for use in MUNICIPALITY special events or clean up events. Such roll-off containers can be utilized all at one (1) event, or in any combination, up to one (1) roll-off container for three (3) separate events per year. Such roll-off container service shall be free to each MUNICIPALITY and shall include any deposit, rental, delivery, pick up, hauling and disposal. The dates for each MUNICIPALITY event shall be coordinated with CONTRACTOR at least two (2) weeks prior to the event.

V.
BILLING AND FRANCHISE FEES

A. Aledo, Hudson Oaks, and Willow Park:

1. **Customer Billing:** Aledo, Hudson Oaks and Willow Park agree to bill all Residential customers served by CONTRACTOR, and each is hereby designated as the billing and collection agent for all Residential services provided hereunder. CONTRACTOR agrees to bill and collect from all Commercial, industrial and institutional customers served by CONTRACTOR.
2. **Payment to Contractor:** Aledo, Hudson Oaks and Willow Park each agree to forward to CONTRACTOR all payments received by such MUNICIPALITY on or before the fifteenth (15th) day of each month for services rendered to Residential customers during the preceding month.
3. **Franchise Fee:** For and in consideration of such MUNICIPALITIES granting CONTRACTOR an exclusive franchise within the MUNICIPALITY limits for Residential and Commercial Garbage collection, and for normal wear and tear on the street surfaces for the collection and transportation of such solid waste, CONTRACTOR hereby agrees to pay Aledo, Hudson, Oaks and Willow Park a franchise fee of twelve percent (12%) on all Residential and Commercial billings. Such franchise fee remittance shall be made by CONTRACTOR to Aledo, Hudson Oaks, and Willow Park on or before the fifteenth (15th) day of each month (for the immediately preceding month's service). CONTRACTOR shall provide with each franchise fee payment the address associated with all gross billings for these MUNICIPALITIES. Interest on all unpaid amounts owing by CONTRACTOR to Aledo, Hudson Oaks, and Willow Park shall accrue from and after the payment due date at the highest rate permitted by law.

B. Annetta, Annetta North, and Annetta South:

1. **Customer Billing:** In Annetta, Annetta North, and Annetta South, CONTRACTOR agrees to bill and collect for all Residential services provided

hereunder, and for all Commercial, industrial and institutional customers served by CONTRACTOR.

2. **Franchise Fee:** For and in consideration of such MUNICIPALITIES granting CONTRACTOR an exclusive franchise within the MUNICIPALITY limits for Residential and Commercial Garbage collection, and for normal wear and tear on the street surfaces for the collection and transportation of such solid waste, CONTRACTOR hereby agrees to pay Annetta, Annetta North and Annetta South a franchise fee of twelve percent (12%) on all Commercial and Residential billings, calculated on the basis of gross billings within such MUNICIPALITY. Such franchise fee remittance shall be made by CONTRACTOR to Annetta, Annetta North, and Annetta South on or before the fifteenth (15th) day of each month (for the immediately preceding month's service). CONTRACTOR shall provide with each franchise payment the address associated with all gross billings for these MUNICIPALITIES. Interest on all unpaid amounts owing by CONTRACTOR to Annetta, Annetta North, and Annetta South shall accrue from and after the payment due date at the highest rate permitted by law.

C. **Franchise Fee Amendment:**

1. Said franchise fee does not relieve CONTRACTOR of liability for specific damage to streets, signs, drainage ways, concrete appurtenances, and other public or private property caused by CONTRACTOR. All repairs for damage caused by CONTRACTOR shall be made so that the final product is in equal or better condition than before the damage.
2. Any MUNICIPALITY may amend the amount of the franchise fee applicable in such MUNICIPALITY at any time by resolution adopted by the Council of such MUNICIPALITY. The change in franchise fee shall be effective with the next billing cycle if at least fifteen (15) days notice of the amendment has been provided to CONTRACTOR.

- D. **Bad Debt:** No MUNICIPALITY shall be responsible for the collection of "bad debt" or uncollectable accounts relating to any amounts billed by CONTRACTOR to Residential, Commercial, or industrial customers served by CONTRACTOR. Notwithstanding anything to the contrary contained in this Agreement, CONTRACTOR may, in its discretion, discontinue service to any Residential, Commercial, or industrial customer that does not pay the full amount set forth herein for the services provided hereunder within thirty (30) days of the date of any invoice delivered to such customer. CONTRACTOR shall re-establish service to such customer once the customer's account has been paid in full.

- E. **Sales Tax:** Applicable sales taxes shall be included on all billing for services provided hereunder.

**VI.
SPILLAGE**

- A. CONTRACTOR will not be required to clean up or collect loose Residential refuse not created by its operation, but shall report the location of such conditions to the MUNICIPALITY when the spillage is located so that proper notice can be given to the occupant of the residence to properly contain such refuse. Spillage or excess refuse shall be picked up by CONTRACTOR after the customer reloads the containers.
- B. In the case of Commercial customers, CONTRACTOR shall be entitled to an extra collection charge for each reloaded Commercial Container requiring an extra collection.
- C. Should such Commercial spillage continue to occur, such MUNICIPALITY shall require the Commercial customer and CONTRACTOR to increase the frequency of collection of such customer's refuse, or require the customer to utilize a Commercial Container with a larger capacity, and CONTRACTOR shall be compensated for such additional services.
- D. CONTRACTOR shall immediately pick up any spillage created or caused by CONTRACTOR or its employees. A fork, push broom, and a scoop-type shovel shall be maintained on each truck for clean up activities.

**VII.
RECYCLING SERVICES**

- A. In addition to the solid waste collection services set forth in this Agreement, CONTRACTOR agrees to provide Single Stream Recycling collection services for each MUNICIPALITY. The rates for such recycling services are set forth in Attachment "A." incorporated herein by reference.
- B. Residential customers and MUNICIPALITY facilities shall place Recycling Containers for once a week curbside recycling service on the collection date specified in Section III. G. All Recyclable Materials must be placed in the Recycling Container with lid closed. Hours of service shall be from 7:00 a.m. to 6:00 p.m. on the day of collection. Customers shall place Recycling Containers curbside by 7:00 a.m. on the collection day, and no earlier than twelve (12) hours before the collection day. Customers shall not mix Recyclable Materials with non-Recyclable Materials or other solid waste.
- C. CONTRACTOR agrees that all recyclable material collected will be disposed of at a certified recycling facility/center approved by each MUNICIPALITY and shall not be disposed of with other solid waste or at any landfill.
- D. CONTRACTOR agrees to assist each MUNICIPALITY in educating customers on the recycling process and which items are acceptable Recyclable Materials. At a minimum, CONTRACTOR agrees to distribute marketing materials before recycling services begin and once per year explaining the recycling program to all Residential customers in each MUNICIPALITY.

VIII.
CUSTOMER SERVICE

- A. **Customer Service Number:** CONTRACTOR agrees to maintain a toll free telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. CONTRACTOR agrees to keep said phones available for calls from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 2:00 p.m. Saturday, excluding legal holidays, and to keep said phone staffed with sufficient competent personnel to handle calls and inquiries during the above mentioned hours. CONTRACTOR shall maintain a daily log of all service calls, complaints, inquiries and the action taken thereon. A copy of the log shall be sent to each MUNICIPALITY each month, within fifteen (15) days after the end of each month.
- B. **Records and Reports:** The following records and reports shall be filed monthly by the fifteenth (15th) day with each MUNICIPALITY:
1. CONTRACTOR will provide a monthly report on tonnage of Garbage, Trash, C&D Debris, and Brush deposited at the Municipal Disposal Location from each MUNICIPALITY. The report will include a breakdown of how much is from Residential customers, Commercial/industrial customers, MUNICIPALITY facilities, and landfill days. CONTRACTOR will also provide a monthly report on tonnage of Recyclable Material collected from each MUNICIPALITY.
 2. Monthly reports of the results of all complaints received and the response and action taken by CONTRACTOR.
 3. A monthly listing of all Residential and Commercial accounts served. This list shall include customers name, address, frequency of pickup, size of container or type of service and charges for same.
 4. CONTRACTOR shall provide monthly customer service reports which detail calls received, nature of calls, response times, etc.
- C. **Managing Agent:** Throughout the term of this Agreement, CONTRACTOR shall establish and maintain an authorized Managing Agent and shall designate in writing to each MUNICIPALITY the name, telephone number, and address of such agent to whom all notices may be served by each MUNICIPALITY of complaints received from citizens of the MUNICIPALITY.
- D. **Service Complaints:** All service complaints shall be directed to CONTRACTOR and shall be resolved by the end of the next business day. The MUNICIPALITY shall notify CONTRACTOR of each complaint reported to the MUNICIPALITY in order for CONTRACTOR to take whatever reasonable steps are necessary to remedy the cause of the complaint. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day. CONTRACTOR shall provide such

MUNICIPALITY with an explanation of the disposition of any service complaint in its monthly report as specified above.

- E. **Notification of Procedures:** CONTRACTOR shall notify all customers about procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collection, procedures, etc. Notice is to be in the form of printed matter distributed by CONTRACTOR to all premises served by CONTRACTOR at least thirty (30) days prior to any change in the procedures, rules and regulations, days of collection, service, etc. Such notice must be approved by each MUNICIPALITY prior to distribution, such approval to not be unreasonably withheld, conditioned or delayed.
- F. **Dangerous Animals:** Employees of CONTRACTOR shall not be required to expose themselves to the danger of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but CONTRACTOR shall immediately notify the particular MUNICIPALITY, in writing, of such condition and of CONTRACTOR'S inability to make collection.
- G. **Hazardous Weather:** CONTRACTOR may cancel a portion or all of a scheduled service day due to hazardous weather conditions and shall notify each MUNICIPALITY, in writing, of such cancellation.

IX. NON-COLLECTION

- A. Should a dispute arise between any MUNICIPALITY, CONTRACTOR, and/or a customer as to whether CONTRACTOR failed to make a collection (whether CONTRACTOR missed a pickup) the decision of the City Administrator or City Manager of the MUNICIPALITY (or the Mayor if the MUNICIPALITY does not have a City Administrator or City Manager) on such matters shall be final and the MUNICIPALITY and CONTRACTOR agrees to abide by said decision. However, it is understood and agreed by and between each MUNICIPALITY and CONTRACTOR that if any customer fails to timely place Brush, Garbage, and Trash out, maintains improper or inadequate containers for the nature, volume or weight of Garbage and Trash to be removed from premises, or places improper bundles or volumes of Brush for collection, CONTRACTOR may refrain from collecting all or a portion of such Brush, Garbage, and Trash and shall notify the particular MUNICIPALITY of the reason for such non-collection.
- B. CONTRACTOR shall also provide notice to the customer of the reason for such non-collection (unless such non-collection is the result of the customer's failure to timely place the Garbage, Trash, Brush, C&D Debris, or Recyclable Material or containers out for collection). CONTRACTOR's notice to the customer shall be in writing, attached to the container or the front door of the residence or Commercial business, and shall indicate the nature of the violation and the correction required in order that such Garbage may then be collected at the next regular collection date. When a MUNICIPALITY is notified by a customer that Garbage, Trash, Brush, C&D Debris, or Recyclable Material has not been removed from said customer's premises on the scheduled collection day, and where neither notice of non-collection nor a change in collection schedule has been received from

CONTRACTOR, the MUNICIPALITY shall investigate. If the investigation disclosed that CONTRACTOR has failed to collect Garbage, Trash, Brush, C&D Debris, or Recyclable Material from the subject premises without cause, CONTRACTOR shall collect same within twelve (12) hours after being so instructed by the MUNICIPALITY, at no additional charge.

X. TERMINATION

- A. **Breach by CONTRACTOR:** In the event of an alleged breach by CONTRACTOR of the terms, covenants, or provisions herein contained, a MUNICIPALITY shall notify CONTRACTOR in writing of such alleged breach and if same is not resolved within five (5) business days from such notice, the MUNICIPALITY may, upon a determination (at a hearing as described herein) that a breach has occurred and is continuing, terminate this Agreement as to that MUNICIPALITY. Notwithstanding the above, if CONTRACTOR has diligently pursued resolution of a reported breach and said breach has not been cured within the five (5) business day cure period, then the MUNICIPALITY will continue to allow CONTRACTOR to diligently pursue the actions necessary to cure the breach for the first to occur of twenty-five (25) additional business days, or the breach is cured. The hearing prerequisite to such termination shall not be held until notice of such hearing has been given to CONTRACTOR as required by this Agreement, and a period of at least ten (10) days has elapsed since the mailing of delivery of such notice. The notice shall specify the time and place of the hearing and shall include the alleged reasons for termination of this Agreement.

The hearing shall be conducted in public by the Council of the MUNICIPALITY and CONTRACTOR shall be allowed to be present and shall be given full opportunity to respond and defend against such charges and allegations as set out against it in the notice. If, after the hearing is concluded, the Council shall determine that a breach of the terms, covenants, or provisions of this Agreement, as set forth in the notice has occurred, it may terminate this Agreement as to that MUNICIPALITY and the same shall be null and void. This Agreement may, at the option of any MUNICIPALITY, be terminated in the event of the bankruptcy, receivership, or a general assignment for the benefit of creditors by CONTRACTOR. A breach by CONTRACTOR as to any individual MUNICIPALITY may only result in a termination of this Agreement as to that MUNICIPALITY, and this Agreement shall remain in full force and effect as to each other MUNICIPALITY.

- B. **Breach by MUNICIPALITY:** In the event of an alleged breach by any MUNICIPALITY of the terms, covenants or provisions contained herein, CONTRACTOR shall notify such MUNICIPALITY in writing of such alleged breach and if same is not cured within thirty (30) days from such notice, CONTRACTOR may revoke or cancel this Agreement as to such MUNICIPALITY, and no other MUNICIPALITY shall be liable for such breach. A termination by CONTRACTOR as to one MUNICIPALITY shall not effect a termination as to any other MUNICIPALITY.
- C. **Termination for Convenience:** After the initial five (5) year term of this Agreement, all MUNICIPALITIES jointly may terminate this Agreement without cause upon the annual

anniversary of this Agreement (May 1st) by providing at least one hundred and twenty (120) days written notice to CONTRACTOR before the annual anniversary date.

XI. INDEMNIFICATION AND INSURANCE

- 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.

- B. **Insurance:** CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required under this Agreement, certificates evidencing such coverage are received by each MUNICIPALITY, and such insurance has been approved by each MUNICIPALITY. CONTRACTOR shall be responsible for

delivering to each MUNICIPALITY CONTRACTOR's certificate of insurance for approval. The failure by CONTRACTOR to keep in full force and effect any insurance required by this Agreement shall be deemed a breach of this Agreement.

CONTRACTOR agrees to carry the following types of insurance at all times while this Agreement is in effect, and agrees that each policy shall contain a provision that coverage will not be cancelled until at least thirty (30) days' prior written notice has been given to each MUNICIPALITY:

1. Workers compensation insurance in the statutory amounts required by the State of Texas covering all employees engaged in any operations covered by this Agreement.
2. Automobile Liability - \$1,000,000 Single Limit, bodily injury and property damage combined.
3. General Liability - \$5,000,000 Single Limit, bodily injury and property damage combined.
4. Excess Umbrella Liability - \$5,000,000 per occurrence.

Such policies of insurance shall be issued by companies authorized to do business in the State of Texas, and each MUNICIPALITY, its officers, agents, elected officials, and employees shall be named as an additional insured on all such policies except workers compensation.

XII. HAZARDOUS WASTE

CONTRACTOR shall not be required to collect or dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic or volatile material, or other Hazardous Waste or Excluded Waste from any Commercial or Residential customer. Title to Garbage, Trash, Brush, C&D Debris, and Recyclable Material shall pass to CONTRACTOR when placed in CONTRACTOR's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to CONTRACTOR. Should CONTRACTOR elect to dispose of such materials, CONTRACTOR shall take such steps and precautions as are required by the applicable laws governing disposal of such material. If Excluded Waste is discovered before it is collected by CONTRACTOR, CONTRACTOR may refuse to collect the entire container of waste. In such situations, CONTRACTOR shall contact the MUNICIPALITY and the MUNICIPALITY shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event that any Excluded Waste is not discovered by CONTRACTOR before it is collected, CONTRACTOR may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The MUNICIPALITY shall provide reasonable assistance to CONTRACTOR to conduct an

investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by CONTRACTOR in connection with such Excluded Waste. Subject to the MUNICIPALITY providing such reasonable assistance to CONTRACTOR, CONTRACTOR shall release the MUNICIPALITY from any liability for any such costs incurred by CONTRACTOR in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the MUNICIPALITY.

XIII. MISCELLANEOUS

- A. **Compliance with Laws:** CONTRACTOR hereby agrees to comply with all applicable federal, state, and local laws including the Fair Labor Standards Act and rules, regulations orders and decrees of the Texas Department of Health, the Texas Commission on Environmental Quality and the United States Environmental Protection Agency. **CONTRACTOR shall indemnify and hold harmless each MUNICIPALITY, its officers, agents, elected officials, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, order, or decree, whether such violation was by CONTRACTOR, its officers, agents, servants, employees, subcontractors, licensees, or invitees.**
- B. **Inspection of Performance:** Each MUNICIPALITY may inspect CONTRACTOR's operations, equipment, and performance at any reasonable time and CONTRACTOR shall furnish each MUNICIPALITY with reasonable opportunity to inspect CONTRACTOR's operations or equipment, or to otherwise ascertain whether or not the work is being performed in accordance with the requirements of this Agreement.
- C. **Multiple Originals:** This Agreement may be executed in multiple counterparts, each of which shall be deemed for all purposes to be an original, and all of which are identical.
- D. **Paragraph Headings:** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- E. **Successors, Assigns and Assignment:** All of the terms, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto. This Agreement may not be assigned or sublet by CONTRACTOR without the prior written consent of all MUNICIPALITIES jointly.
- F. **Notices:** All notices and statements required or permitted to be given, and all payments to be made hereunder, shall be given or made in writing at the respective addresses of the parties as set forth on the signature page hereof, unless notification of a change of address is given to all other parties in writing. The date of receipt of any such notice shall be deemed the date the notice or statement is deposited with the U.S. Postal Service via certified U.S. mail, return receipt requested, postage prepaid.

- G. **Governmental Powers and Immunity:** It is understood and agreed that by execution of this Agreement, no MUNICIPALITY waives or surrenders any of its governmental powers, or sovereign immunity.
- H. **Taxes:** CONTRACTOR shall pay all federal, state, and local taxes including sales tax, social security, worker's compensation, unemployment insurance, and any and all other required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in CONTRACTOR's performance of this Agreement.
- I. **Licenses, Permits, and Fees:** CONTRACTOR agrees to obtain and pay for all licenses, permits, certificates, inspections, and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. CONTRACTOR shall also pay, at CONTRACTOR's own expense, all disposal fees associated with the collection, removal, and disposal of solid waste under this Agreement; provided, however, CONTRACTOR shall have the right to seek discretionary rate adjustments as specifically set forth in Section IV.C. of this Agreement.
- J. **Savings Provision:** In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.
- K. **Audit:** Either CONTRACTOR or any MUNICIPALITY may request an audit of all account records by the MUNICIPALITY's or CONTRACTOR's outside, independent audit firm then engaged by the MUNICIPALITY or, as applicable, CONTRACTOR at the time of the request. Such audit shall be at the expense of the party requesting same. Further, documentation of billings will be provided to the MUNICIPALITY or CONTRACTOR upon request by the other party.
- L. **Force Majeure:** The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, strikes, acts of war, accident, explosion, fire, flood, riot, sabotage, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- M. **Attorneys Fees:** The prevailing party in any suit, action or proceeding arising out of or involving the enforcement, interpretation or application of this Agreement shall be entitled to recover all reasonable attorneys' fees incurred in connection with such action, suit or proceeding, in accordance with Section 271.159 of the Texas Local Government Code.
- N. **Governing Law and Venue:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue shall lie in Parker County, Texas.

- O. **Favored Nations:** If, after the Effective Date of this Agreement, CONTRACTOR enters into a new solid waste agreement or renews an existing solid waste agreement with any MUNICIPALITY or another municipality in Parker County, Texas under different or more favorable rates or terms than set forth herein, each MUNICIPALITY shall have the option to amend this AGREEMENT to provide the same rates or terms with respect to solid waste collection in the MUNICIPALITY. Such renewal or new solid waste agreement must be of reasonably similar services in terms of percentages of residential and commercial service, free services, and franchise fees.
- P. **Non-appropriation:** If the governing body of any MUNICIPALITY fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year and no such appropriation is legally made within two (2) weeks after demand by CONTRACTOR, an event of non-appropriation will have occurred, and such MUNICIPALITY may terminate this Agreement as of the current Fiscal Year. Nothing in this Agreement will be deemed in any way to obligate any MUNICIPALITY or create a debt of the MUNICIPALITY beyond its current Fiscal Year. CONTRACTOR has no right to compel any MUNICIPALITY to levy or collect taxes, to make any payments required hereunder, or to expend funds beyond the amount provided for in the then current Fiscal Year of the MUNICIPALITY.
- Q. **Performance Bond:** CONTRACTOR agrees that upon the execution of this Agreement and before beginning work, it shall make, execute, and deliver to each MUNICIPALITY a good and sufficient surety bond in a form furnished or approved by the MUNICIPALITY, to secure the faithful performance of the terms and conditions herein. Such bond shall cover each MUNICIPALITY and be in the total amount of One Hundred Thousand Dollars (\$100,000). The surety shall be a surety company duly authorized to do business in the State of Texas, and be approved by the MUNICIPALITY.
- R. **Independent Contractor:** It is expressly agreed and understood that CONTRACTOR is in all respects an independent contractor as to the work, duties, and rights granted herein, and that neither CONTRACTOR nor any person performing any of the work covered under this Agreement is in any respect an agent, servant, officer, or employer of any MUNICIPALITY. This Agreement specifies the work to be done by CONTRACTOR, but the method to be employed to accomplish this work shall be the exclusive responsibility of CONTRACTOR, and under CONTRACTOR's exclusive right of control. The doctrine of *respondent superior* shall not apply between any MUNICIPALITY and CONTRACTOR, or any of CONTRACTOR's agents, servants, employees, or subcontractor's and nothing herein shall be construed as creating a partnership or joint enterprise between any MUNICIPALITY and CONTRACTOR.
- S. **Judicial Interpretation:** Each MUNICIPALITY and CONTRACTOR agree that if any term or provision of this Agreement is submitted to a court for judicial interpretation, that such court shall not apply the presumption resulting from the rule of construction that a document or its contents is to be construed against the person or entity who prepared the same.
- T. **Immunity:** CONTRACTOR stipulates that each MUNICIPALITY is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability

under the Constitution and laws of the State of Texas. By entering into this Agreement, no MUNICIPALITY waives any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

U. **No Third Party Beneficiaries:** This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed to confer any rights, remedies or right of action upon any person or entity other than the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates, indicated below.

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