



## AGENDA

### CITY COUNCIL REGULAR MEETING

**DECEMBER 21, 2021 @ 7:00 PM**

Notice is hereby given the City Council for the City of Parker will meet on Tuesday, December 21, 2021, at 7:00 P.M. Pursuant to Tex. Gov't Code Section 551.127, Terry Lynch of the City Council may appear virtually through videoconferencing. However, a quorum of the City Council will be physically present for the meeting, which will be conducted at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002 and such meeting shall be open to the public and live streamed.

#### **CALL TO ORDER – Roll Call and Determination of a Quorum**

#### **PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: I pledge allegiance to the flag of the United States of America; and to the republic for which it stands, one nation under God, indivisible with liberty and justice for all.

TEXAS PLEDGE: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

**PUBLIC COMMENTS** The City Council invites any person with business before the Council to speak to the Council. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

#### **INDIVIDUAL CONSIDERATION ITEMS**

1. CONSIDERATION, DISCUSSION, AND POTENTIAL ACTION ON RESOLUTION NO. 2021-685 AUTHORIZING THE MAYOR OF PARKER EXECUTING A 5-YEAR CONTRACT WITH REPUBLIC WASTE SERVICES FOR SOLID WASTE SERVICES.[**TABLED 12072021**]
2. CONSIDERATION, DISCUSSION, AND POTENTIAL ACTION ON RESOLUTION NO. 2021-686 AUTHORIZING THE MAYOR OF PARKER EXECUTING A 3-YEAR CONTRACT WITH DOLIVER ENTERPRISES, LLC. FOR HOME HAZARDOUS WASTE.[**TABLED 12072021**]

#### **ADJOURN**

In addition to any specifically identified Executive Sessions, Council may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open Meetings Act provides specific exceptions that require that a meeting be open. Should Council elect to convene into Executive Session, those exceptions will be specifically identified and announced. Any subsequent action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this Notice of Meeting was posted on or before **December 17, 2021**, by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

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Date Notice Removed

Patti Scott Grey  
City Secretary

The Parker City Hall is Wheelchair accessible. Sign interpretations or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972 442 6811.



## Council Agenda Item

Budget Account Code:		Meeting Date:	See above.
Budgeted Amount:		Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	City Administrator Olson
Estimated Cost:		Date Prepared:	December 17, 2021
Exhibits:	1. <a href="#"><u>Proposed Resolution</u></a> 2. <a href="#"><u>Contract with Attachment 2</u></a>		

### AGENDA SUBJECT

CONSIDERATION, DISCUSSION, AND POTENTIAL ACTION ON RESOLUTION NO. 2021-685 AUTHORIZING THE MAYOR OF PARKER EXECUTING A 5-YEAR CONTRACT WITH REPUBLIC WASTE SERVICES FOR SOLID WASTE SERVICES.  
**[TABLED 12072021]**

### SUMMARY

The City of Parker City Council in September authorized the termination of the old agreement with Republic Waste Services in September of 2021. The attached contract has very similar terms as the old contract. This contract updates the following:

3. Insurance terms to be provided by Republic Waste Services.
4. Changing the annual adjustment request from the CPI to the water, sewer, trash CPI. Typically, this number is lower compared to the original CPI in previous contract.
5. Defines the terms of Recycling
6. Removing the Home Hazard Waste and going to at home pickup with a different company.
7. Changes from 48 hrs. to remedy problems to 24 hrs.
8. Define Contractors responsibility
9. In case of Emergency situation to arise to have option to use outside contractor

There were also general grammatical and other legal changes, which were looked into by Republic and City of Parker legal counsels.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:			
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/17/2021

## **RESOLUTION NO.2021-685 (2022 Solid Waste Agreement)**

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF CONTRACT SOLID WASTE SERVICES WITH REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO

WHEREAS, the City of Parker issued a request for proposals for solid waste services and received several responses for review; and

WHEREAS, the City of Parker has carefully considered the proposals received and wishes to proceed to execute a contract; and

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments; NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

**SECTION 1.** The negotiated contract with REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO, A DELAWARE CORPORATION, hereafter referred to as "Contractor" is approved in the form attached hereto as Exhibit A.

**SECTION 2.** The Parker City Council does authorize the Mayor to execute the contract on approval of this resolution, and take such other action as may be needed to have the terms of the contract performed by the city and the Contractor, as stated in the contract.

**SECTION 3.** This resolution shall be effective upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Parker, Collin County, Texas, on this the 21st day of December, 2021.

CITY OF PARKER, TEXAS

\_\_\_\_\_  
Lee Pettle, Mayor  
ATTEST:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

RESOLUTION NO. 2021-685  
(2022 Solid Waste Agreement)

APPROVED AS TO FORM:

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Scott Levine, Interim City Attorney

Proposed

RESOLUTION NO. 2021-685  
(2022 Solid Waste Agreement)

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# WASTE COLLECTION AND DISPOSAL AGREEMENT

STATE OF TEXAS  
COUNTY OF COLLIN

THIS WASTE COLLECTION AND DISPOSAL AGREEMENT (this "Agreement") is entered into as of that date set forth on the signature page hereto (the "Effective Date"), by and between the City of Parker, Collin County, Texas ("City"), and Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano ("Contractor").

A. Contractor and City entered into an Agreement for the collection and disposal of residential waste as of December 1, 2009 (the "Original Agreement").

B. Contractor and City have entered into a series of amendments to the Original Agreement .

C. The latest amendment to the Original Agreement is terminated on December 31, 2021. The Original Agreement and all prior agreements and amendments between the parties are terminated on the effective date of this Agreement.

D. Contractor and City desire to enter into this Agreement for services as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and City hereby agree as follows:

## SECTION 1.

## GRANT

City hereby grants to Contractor an exclusive contract (save and except the City performing its own service) to engage in the business of collecting and disposing of residential Garbage, Trash, Brush, Rubbish, debris, and other Refuse and residential Recyclable Materials within the corporate limits of the City and, further, hereby grants to Contractor permission to use the public streets, alleys, easements and thoroughfares within the limits of the City for the purpose of collection and removal of Garbage, Trash, Brush, debris and other Refuse and residential Recyclable Material, subject to the limitations, terms and conditions hereinafter specified and contained in this Agreement. In the event that any commercial (i.e., business) customers are established within City limits, Contractor shall have the right of first refusal to negotiate a commercial waste collection and disposal agreement.

## SECTION 2.

## DEFINITIONS

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

- A. Brush: Tree and shrub trimmings, which are not easily placed in disposable containers.
- B. Bulky Wastes: Stoves, refrigerators, water tanks, washing machines, furniture, Construction Debris (generated from the Residential Unit only) and other waste materials other than Dead Animals, Excluded Waste, or Stable Matter with weights or volumes greater than those allowed for the applicable Bins or polycarts. Customer shall be responsible for the proper removal of refrigerants and other hazardous wastes from Bulky Wastes and shall properly tag Bulky Wastes as being free of refrigerants and other hazardous wastes prior to removal by Contractor.
- C. Bundle: Tree, shrub and Brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter or height with respect to newspapers and magazines, or fifty (50) lbs. in weight.
- D. City: City of Parker, Texas, a municipal corporation in Collin County, Texas
- E. City Council: The Parker City Council.
- F. Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- G. Contractor: Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano, and its successor(s) and/or affiliates under this Agreement.
- H. Curbside Service: Garbage, Trash and Recyclable Materials to be picked up by Contractor, which will be located at the curbside of the street bearing the Customer's address.
- I. Customer: An occupant of a Residential Unit who generates Refuse.
- J. Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- K. Disposable Containers: Any plastic bag or cardboard box with a capacity or volume of thirty (30) gallons or less and which if capable of containing Garbage or Trash without leaking remitting odors, and which weighs, when loaded, less than fifty (50) pounds.

- L. Excluded Waste: 1) Hazardous waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law; (3) liquid wastes; (4) pathological and biological wastes; (5) explosives; (6) material that the disposal facility is not authorized to receive and/or dispose of; (7) other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment; (8) other materials which cannot be legally accepted at the applicable disposal facility; and (9) any otherwise regulated waste.
- M. Garbage: Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescent or easily decomposable waste animal or vegetable matter, which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Excluded Waste, Rubbish or Stable Matter.
- N. Handicapped Customers: A residential household in which members of the household are handicapped to the extent that they are unable to place Garbage at curbside.
- O. Hazardous Waste: Solid waste, in any amount, identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 6901), 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 Agreement, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- P. Landfill: A facility used by Contractor where Trash and Garbage are disposed of by burying between layers of earth.
- Q. Permanent Containers: Closed, waterproof, plastic container with a capacity of 95 gallons provided by Contractor for containing Garbage or Trash.
- R. Recyclable Materials: Any non-hazardous material or substance that can be put to beneficial reuse, resale, recycled, or reclaimed in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, glossy inserts, and other paper; plastics, bottles, and plastic film; aluminum and metal cans; ferrous and non-ferrous metals; and glass. Recyclable Materials shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination.
- S. Recycling Container: Recycling Container means a plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a capacity of ninety-five (95) gallons provided by Contractor. All Recycling Containers and other equipment that Contractor furnishes under this Agreement shall remain Contractor's property. The City and Customers shall use the equipment only for its proper and intended purpose and

shall not overload (by weight or volume), remove or alter the equipment. The Contractor shall be entitled to charge the Customer replacement costs for each Recycling Container that is lost, stolen, destroyed, or requested after a residential Customer is initially provided a Recycling Container. Residential Customers may receive one additional container for an additional fee of \$50.00. Customer is not required to pay for damage to carts caused by Contractor.

- T. Refuse: Residential Refuse and Bulky Waste, Small Construction Projects and Stable Matter generated at a Residential Unit, unless the context otherwise requires. Refuse does not include Excluded Waste.
- U. Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- V. Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- W. Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Excluded Waste or Stable Matter.
- X. Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- Y. Trash: All household Refuse other than Garbage, debris, Brush and Bulky Wastes; trash shall include grass, yard clippings, weeds, heavy accumulations of newspapers and magazines, Recyclable Materials, old clothes, and other household trash of the like kind, but shall not include Excluded Waste or special waste.

### SECTION 3.

#### CONTRACTOR'S DUTIES AND OBLIGATIONS

It shall be the duty and obligation of Contractor to perform the following services:

- A. Contractor agrees to furnish and maintain trucks, equipment, machinery, tools, labor and Landfill site, at its own expense, to collect Garbage, Trash, Brush and Recyclable Materials from Residential Unit premises within the corporate limits of the City in a clean and sanitary manner and dispose of the same in a lawful and appropriate manner at a location to be

determined by Contractor outside the corporate limits of the City. Contractor shall provide Curbside Service to residential Customers and service to Handicapped Customers. If the street address is not safely accessible or is determined to be dangerous to the Contractor, then an alternate point of collection will be determined by the City, and reasonable notice of such an alternate point shall be provided to Contractor by City. Contractor shall not be responsible for any damages to the City's pavement, curbing, or other driving surfaces resulting from Contractor providing services within the City's limits., not caused by the contractor's negligence, gross negligence, or willful misconduct.

B. Contractor agrees to establish daily routes and special schedules for the collection of Garbage, Trash, Brush, and Recyclable Materials 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. Contractor agrees to make one Garbage collection each week for each residential Customer and will collect Recyclable Materials at the same time. Hours of service shall be from 7:00 a.m. to 7:00 p.m. for residential Customers. No collections will be made on Sundays. Contractor shall be exempt from making collections on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall continue with its other regularly scheduled collections during such holiday weeks. Any dates skipped will be made up.

C. Contractor shall provide a special collection service for Brush, Bulky Wastes and/or Bundles monthly to all residential Customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of 10 (ten) cubic yards of waste per month as described in definitions for Brush, Bulky Waste, and Bundles on the date determined by the City of Parker and Republic. Additional volumes that exceed the ten cubic yard limit may be called into Contractor for a special pick up at \$95.00 per hour. Contractor will arrange the additional services with the customer directly.

D. Contractor agrees, at its own expense, to provide a telephone answering service from 8:00 am. to 5:00 pm. daily, Monday through Friday, excluding legal holidays, for the purpose of handling complaints and other calls regarding Refuse collection service provided by Contractor. Contractor agrees to secure an annual listing in at least one telephone directory covering Collin County under the name by which it conducts business in the community.

E. Contractor agrees that Customer complaints shall be addressed and resolved within twenty-four (24) hours of receipt of such complaint. Any missed pickups of Residential Garbage will be collected within 24 hours after notice to Contractor.

F. Contractor will provide curbside collection of residential items, which are not disposed of during normal residential pickup at the request of the Customer. The residential Customer shall pay the Contractor directly for this service. Such service will be quoted on a time and material basis agreed upon between Contractor and City.

G. Contractor shall not be obligated to pick up Excluded Waste including, but not limited to, refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

H. Contractor shall comply with all municipal, county, state and federal laws in its performance of this Agreement.

#### SECTION 4.

#### CONTRACTOR'S RIGHTS

A. If Refuse, Dead Animals, or Excluded Waste are discovered before they are collected by Contractor, Contractor may refuse to collect the entire container that contains the Refuse, Dead Animals, or Excluded Waste. In such situations, Contractor shall contact the City and the City shall promptly undertake appropriate action to ensure that such Refuse, Dead Animals, or Excluded Waste are removed and properly disposed of by the depositor, generator, or Customer that is responsible for the Refuse, Dead Animals, or Excluded Waste. In the event Refuse, Dead Animals, or Excluded Waste are present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Refuse, Dead Animals, or Excluded Waste at a facility authorized to accept such Refuse, Dead Animals, or Excluded Waste in accordance with Applicable Law and charge the depositor, generator, or responsible Customer for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Refuse, Dead Animals, or Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor, generator, or responsible Customer and to collect the costs incurred by Contractor in connection with such Refuse, Dead Animals, or Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release the City from any liability for any such costs incurred by Contractor in connection with such Refuse, Dead Animals, or Excluded Waste, except to the extent that such Refuse, Dead Animals, or Excluded Waste are determined to be attributed to the City.

B. To the extent any type of Commercial Recyclable Material received within City limits collected from a commercial customer by the contractor which is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify City and Customer shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may suspend or discontinue any or all Recycling services to Commercial Customer, or dispose of the Recyclable Materials in a landfill and update the City's rates accordingly. This provision expressly does not apply to Residential Recyclable Material.

#### SECTION 5.

#### CHARGES

A. Residential: City and Contractor agree that the initial residential monthly service charge for household waste, monthly recycling charge and monthly brush and bulky waste charge shall be as provided in Exhibit A and Attachment 1 to this Agreement, which is attached hereto and incorporated herein by reference.

B. Base Rate Adjustments: Upon request by Contractor but not more often than once per calendar year, the City will consider adjustments to the monthly service charge and schedule of monthly customer charges above the levels then in effect, to reflect changes in operating costs of Contractor or increased costs due to: (i) changes in location of disposal facilities (ii) increase in disposal costs after the first year of the contract (iii) increased fuel costs; or (iv) changes in local, state, or federal statutes, rules, ordinances, regulations, or other laws. Any proposed increase will be subject to the City Council approval, which shall not be unreasonably withheld. Contractor shall give the City of Parker forty five (45) days' notice of any proposed price increase to consider.

C. Government Fees: Contractor shall be entitled to petition the City Council for an immediate pass through of any fees or taxes hereafter imposed by federal, state, or local government agencies, which are payable to said agency by reason of the nature of the operations conducted by Contractor in the operation of a sanitary Landfill.

D. Approval Required: Except as provided above, the City Council shall be the final authority in granting any and all rate increases and adjustments.

E. Customer Billing: City agrees to bill all residential Customers serviced by Contractor in the City limits of Parker, Texas.

F. Payment to Contractor: City shall bill the Customers and shall pay Contractor such remittance to be received by Contractor within 30 days of the City's receipt of the invoice.

## SECTION 6.

### SPILLAGE

Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor's acts or those of any of Contractor's employees, in which case all scattered Refuse shall be picked up promptly by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Utility Department of the City so that proper notice can be given to the Customer at the premises to properly contain Refuse.

## SECTION 7.

### NON-COLLECTION

Should a dispute arise between City, Contractor, and/or a Customer as to whether the Contractor actually failed to make a collection (whether the Contractor missed a pickup), the

decision of the City Administrator or Mayor of City on such matter shall be final and City and Contractor agree to abide by said decision. However, it is understood and agreed by and between City and Contractor that if any Customer fails to timely place Brush, Permanent Containers or Disposable Containers out, maintains improper or inadequate containers for the nature, volume or weight of Garbage and Trash to be removed from one's premises, or places improper Bundles or volumes of Brush or Trash for collection or places Excluded Waste out for collection, Contractor may refrain from collecting all or a portion of such Brush, Garbage and Trash or Excluded Waste and shall notify City of the reason for such non-collection. 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 Brush 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 and shall indicate the nature of the problem and the correction required, and such Garbage may then be collected at the next regular collection date (provided, however, that Contractor shall never be required to collect Excluded Waste). The City may investigate when notified by a Customer that Garbage, Trash or Brush have not been removed from his premises on the scheduled collection day, and where no notice of non-collection nor a change in collection schedule has been received from Contractor. If the investigation discloses that Contractor has failed to collect Garbage, Trash or Brush from the subject premises without cause, Contractor shall collect same within twenty-four (24) hours after a collection order is issued by City. If contractor fails to pickup on said service day due to any circumstances the City will be credited for that day of missed service.

## SECTION 8.

### INDEMNIFICATION

Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by: (1) that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents or (2) breach of this Agreement.

All provisions of this Agreement shall be interpreted to preserve the governmental immunities of the City, and the independent contractor status of Contractor. The governmental immunities of the City shall include, and not be limited to, those applicable to the Contractor's operation of vehicles within the City, all issues which may arise as to the Contractor's and the Contractor's employees, and/or the Contractor's obligations to other governmental agencies, or the affiliates, parent corporations, and subsidiaries of Contractor.

## SECTION 9.

### INSURANCE

Contractor agrees to carry, at a minimum, the following types of insurance:

**Workers' Compensation or  
other state approved  
program**

Coverage A	Statutory
Coverage B - Employers	\$1,000,000 each Bodily Injury by Accident
Liability or other state approved program	\$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property	\$3,000,000
Damage Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution	MCS-90 endorsement for pollution liability
Endorsement	coverage

**Commercial General  
Liability**

Bodily Injury/Property	\$2,500,000 each occurrence
Damage Combined – Single Limit	\$5,000,000 general aggregate
Excess Umbrella Liability	\$1,000,000 each occurrence, if needed to satisfy the total limits or cover required herein.

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance. The coverage may be provided by Contractor's parent corporation with appropriate documentation and approval of the City. Certificates evidencing such insurance contracts shall be deposited with City prior to the commencement of this Agreement, and thereafter on request. A lapse in approved insurance coverage at any time during the term of this Agreement is cause for immediate termination of service by City, with such damages, if any, paid by Contractor. The City shall provide Contractor with at least twenty days' notice prior to a vote of the City Council on the question of termination. The Contractor shall have the opportunity to present a certificate of insurance providing proof of insurance to cure the default prior to the Council meeting. Contractor will provide proof of insurance of the coverage and minimums specified above prior to the effective date of this Agreement, and on each anniversary date of this Agreement. The City may request additional proof of insurance at any time during the term of this agreement, and the Contractor agrees to provide a certificate of insurance with blanket-form endorsements evidencing such coverage required herein within 10 days of the request.

**SECTION 10.**

**TERM**

The term of this Agreement shall begin as of the Effective Date (defined on the signature page below) and shall continue through December 31, 2026, except as it may be extended as provided below. On or before October 1, 2026 (the 'Termination Notice Deadline'), either party may provide written notice to the other party that it intends to terminate this Agreement (a "Termination Notice") effective December 31, 2026 (the "Termination Date"). If no Termination Notice is given on or before October 1, 2026, then the term of this Agreement shall be extended until December 31, 2031.

## SECTION 11.

### TERMINATION

If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party.. Upon termination, the City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement. Any notice required by this Section 11 shall be sent by registered or certified mail addressed to the address set forth below in Section 12(h) with specific reasoning in support of the non-breaching party's claim that the alleged breaching party has substantially breached the terms and provisions of this Agreement. Upon termination or expiration of this Agreement, all amounts due hereunder (upto the date of termination or expiration) by either party to the other shall be paid in accordance with the provisions of this Agreement, less any damages of the non-breaching party as a result of the breach of this Agreement.

## SECTION 12

### MISCELLANEOUS

A. Assignment: This Agreement and any and all rights and obligations of Contractor hereunder may be assigned by Contractor to any parent company or subsidiary of Contractor with prior written consent of the City, which shall not be unreasonably withheld so as long as all obligations of Contractor in this Agreement are assumed in writing by the assignee, and proof of insurance is provided, and all other obligations of the Contractor are performed by the Assignee in accordance with this Agreement. The Agreement may be assigned to any other third party with the prior written consent of the City Council, which shall not be unreasonably withheld.

B. Authority: Contractor and City agree that, except as otherwise provided herein, the City Council of the City of Parker will be authority for the approval of charges or services not contemplated by this Agreement and for the disposition of any dispute between a Customer and Contractor. The City Council of the City of Parker may designate a city employee to act as an enforcement officer hereunder and to act as a liaison between City and Contractor. Any provisions contained herein to the contrary notwithstanding, Contractor shall not be required

under this Agreement to collect and remove debris or other Trash resulting from construction, major remodeling, general cleanup of property, or resulting from a sizable amount of Trash and debris being cleared in preparation for construction. Provided, however, upon the request of any residential or commercial Customer, Contractor shall collect and remove such Trash and debris and shall receive for such services a fee or charge mutually acceptable to Contractor and the requesting Customer. Contractor shall have exclusive rights to hauling and disposal of such Trash and debris for an agreed-upon fee.

C. Compliance with Laws: Contractor shall comply with all rules and regulations of the Texas Commission on Environmental Quality and the Environmental Protection Agency. In this regard, Contractor shall not be required to collect and dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic, or volatile material, or other hazardous, medical, non-conforming or other Excluded Waste. City agrees to pass such ordinances as are necessary in the discretion of the City Council to effectuate all terms of this Agreement including all duties and obligations required of residential Customers. Both parties and their officers, agents, employees, representatives, contractors, and authorized subcontractors by the City shall abide by and comply with all applicable laws in the performance of this Agreement.

D. Inspection: City and its representatives shall have the right to inspect and examine the books and records of Contractor relating to the services performed by it under this Agreement during normal business hours upon reasonable notice.

E. Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. Force Majeure: Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, military authority, war, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor (each a "Force Majeure Event") Contractor's failure to perform, or delay in performance, due to a Force Majeure Event shall not constitute a breach of this Agreement.. The services required by this Agreement do not include the collection and disposal of significantly increased volumes of Residential Refuse resulting from a tornado, severe straight winds or severe storms.

G. City Shall Pay Contractor-\$125.00/hour, plus disposal for all work necessary to collect additional volumes of Garbage and Rubbish resulting from severe weather conditions or may take any alternative actions deemed necessary by the Council under federal, state or county emergency rules or regulations. Any missed trash pick ups due to a Force Majeure will be collected immediately upon the termination of the reasoning and pick up will be adjusted.

H. Notice: Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing, mailed postage prepaid, certified mail, return receipt requested or sent by fax, to:

If to City:

Mayor  
City of Parker

5700 East Parker Road  
Parker, Texas 75002  
Telephone: 972.442.6811  
Fax: 972.442.2894

If to Contractor:

General Manager  
Allied Waste Systems, Inc.  
4200 E. 14th St.  
Plano, Texas 75074  
Telephone: 469.443.7019  
Fax: 972.881.9077

The parties will each notify the other in writing of any changes to the notification and contact information above.

I. Annual Increase: Contractor shall increase/decrease the rates for all services effective on each anniversary of the Effective Date of this Agreement in an amount equal the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the “CPI”). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

J. No Third Party Beneficiary: This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement.

K. Severability: If any provision of this Agreement is held to be void, illegal or unenforceable under present or future laws effective during the term hereof, or for any reason or in any respect, such provision shall be fully severable and this Agreement shall be construed and enforced as if such void, illegal or unenforceable provision never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected in any way by the void, illegal or unenforceable provision or by its severance. Furthermore, in lieu of such severed provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such severed provision as may be possible and be valid, legal and enforceable.

L. Entire Agreement: This Agreement (together with any exhibits, attachments, or appendices attached hereto) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment, as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s).

**M. Governing Law, Venue and Consent to Jurisdiction:** This Agreement, and the rights, remedies, obligations, and duties of the parties shall be governed by, construed in accordance with and enforced under the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state. If any action is brought to enforce or interpret this Agreement, exclusive venue for such action shall be proper in the state district courts of Collin County, Texas. The parties irrevocably (i) submit to the exclusive jurisdiction of the state courts of the State of Texas over any action or proceeding arising out of a breach of this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such courts, (iii) waive, to the fullest extent they may effectively do so, the defense of an inconvenient or inappropriate forum to the maintenance of such action or proceeding, and (iv) waive any defense based on lack of personal jurisdiction of any such purpose.

**N. Non-Appropriation:** The City shall ensure that at all times during the term of this Agreement that the City will charge, pursuant to an ordinance duly passed by the City's governing body, a sufficient rate from the City's solid waste customers to pay the amounts due under this Agreement and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for Customers' services hereunder. The City shall provide to Contractor a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance. In the event that no funds or insufficient funds are collected, appropriated and budgeted for payment of amounts due hereunder by City to Contractor, City shall notify Contractor and this Contract shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to City of any kind whatsoever, except as to the payment of amounts due and payable for which appropriations have been made for said fiscal period. City covenants that it will provide Contractor *as much notice as possible* of this contingency. In the event that no funds or insufficient funds are collected and the City notifies Contractor of such, Contractor shall immediately have the right to terminate this Agreement.

(Signatures begin on next page)

Executed to be effective from and after the \_\_\_\_\_day of\_\_\_\_\_, 2021 (the "Effective Date").

ALLIED WASTE SYSTEMS, INC., a  
Delaware corporation

CITY OF PARKER,  
Collin County, Texas

ATTEST:

## EXHIBIT A

### **SOLID WASTE PRICING**

Solid Waste and Recycling Rates

**SOLID WASTE**

1x a week MSW: 2 carts \$12.27

Recycle Collection

1x a week: 1 cart \$5.68

Brush/Bulk

Monthly – 10-yard max. \$2.18

(4 foot sections neatly stacked)

Extra Cart \$8.52

Carry Out Services

1xwk: 2 carts \$20.13

Extra carryout additional carts \$11.39

Special bulk services - \$95.00 and hour

City Hall – 4 free rolloffs per year / city events

One - 30-yard rolloff City Hall usage Free

Additional Rolloff containers \$240.96 plus \$35.00 a ton

8-yard container – 1 time per week \$153.34

8-yard container – 2 times per week \$255.88

Supplemental Rates – Commercial and Industrial

Frontload

DEL – delivery \$132.61

EXC- Exchanges \$132.61

EXY extra Yardage outside container \$43.50 per yard

REL relocates \$132.61

REM – removal \$132.61

LRN locks \$2.66 per service

GAT- gate \$2.66 per service

CAS- casters \$5.30 per pick up

Industrial Rolloff - 30 yard container \$240.96 plus \$ 35.00 per ton

Industrial Rolloff  
DEL – delivery \$132.61  
DRY- dry run \$180.35  
Liner \$37.13  
REL- relocate \$132.61  
REM- removal \$132.61  
Rental - \$105.00 monthly - \$3.50 daily  
WAS- washout \$265.23

## Attachment 1

### **SPECIFICATIONS & PRICING FOR RECYCLING SERVICES**

#### **1. Recycling Services Definitions.**

1.1 "**Recyclable Materials**" are any non-hazardous materials or substances that can be put to beneficial reused, resold, recycled, or reclaimed in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, glossy inserts, and other paper; plastics, bottles, and plastic film; aluminum and metal cans; ferrous and non-ferrous metals; and glass.

1.2 "**Acceptable Material**" means the materials listed in Section 8 below.

1.3 "**Unacceptable Material**" means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing ("Recycling Services").

2. **City's Duty.** City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. **Collection and Processing.** City shall pay Company a rate of \$5.68 per Unit, \$2.73 for the collection and \$2.96 for processing of Recyclable Materials from [Residential Units, Municipal Facilities, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, Industrial Temporary Units]. City's Collection and Processing rate assumes that, on average, City's Recyclable Material consists of no more than 20% Unacceptable Material (the "**Unacceptable Material Threshold**"). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. **Right to Inspect/Audit.** Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. **Recycling Commodity Credit.** Company shall return 70% of City's recycling commodity value to City each month. City's "**Recycling Commodity Credit**" shall be determined by multiplying the per-ton market value of the processing facility's Average Commodity Mix by the number of tons of Recyclable Material collected from City and processed each month. The processing facility's "**Average Commodity Mix**" means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Company) or (ii) a composition audit or an average of audits over a 12-month period (if any). The processing facility's Average Facility

Commodity Mix is set forth in the attached Exhibit B-1. The per-ton value of the processing facility's Average Commodity Mix shall be determined each month by applying the most recently available indices or actual values (as set forth in Exhibit B-1) to the facility's Average Commodity Mix including any negative commodity market values and Company's charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material ("Residue").

**6. Reporting and Credit.** Company will provide City with a monthly report detailing the total tons of Recyclable Material received from the City during the previous month and the calculation of City's Recycling Commodity Credit for that month. If the City's account is billed in the aggregate to the City, the previous month's Recycling Commodity Credit will be issued as a credit on the next month's invoice to the City (if the Recycling Commodity Credit exceeds the City's invoice amount, then Company will issue a check to City for the balance of its Recycling Commodity Credit). If the City's account is Customer-billed, then Company will issue a check to City for its full Recycling Commodity Credit each month (in arrears).

**7. Changes in Market Conditions.** If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

**8. Acceptable Material.** All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books

- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

**9. Unacceptable Material.** Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

Attachment 2  
(Insert Companies Insurance Provided by company)



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
12/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C No.Ext):		FAX (A/C No.Ext):
	E-MAIL ADDRESS:certificateteam@ccmsi.com		
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Co.	22667	
REPUBLIC SERVICES, INC.	INSURER B: Indemnity Insurance Co of North America	43575	
18500 N. ALLIED WAY	INSURER C: ACE Fire Underwriters Insurance Co.	20702	
PHOENIX, AZ 85054	INSURER D: Illinois Union Insurance Company	27960	
	INSURER E:		
	INSURER F:		

## COVERS

CERTIFICATE NUMBER: 2093014

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			HDO G72482074	06/30/2021	06/30/2022	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS -COMP/OP AGG	\$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> <input type="checkbox"/>			ISA H25549752	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY(Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WLR C67824064 AOS WLR C67824027 CA/MA/OR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021	06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	\$ 3,000,000 \$ 3,000,000 \$ 3,000,000
A	ANY PROPRIETOR/PARTNER/EXECUTIVE	<input checked="" type="checkbox"/> N						
C	OFFICER/MEMBER EXCLUDED?							
A	(Mandatory in NH)							
D	If yes, describe under DESCRIPTION OF OPERATIONS below							

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4079 - Named Insured Includes: Allied Waste Systems, Inc. - Dba: Republic Services of Plano

## CERTIFICATE HOLDER

## CANCELLATION

City of Parker 5700 E Parker Rd Allen, TX 75002-6754 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	

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## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY	NAMED INSURED
POLICY NUMBER See First Page	REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
CARRIER See First Page	NAIC CODE
EFFECTIVE DATE:	

## ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2093014

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	City Administrator Olson
Estimated Cost:	Date Prepared:	December 17, 2021
Exhibits:	1. <a href="#"><u>Proposed Resolution.</u></a> 2. <a href="#"><u>Contract</u></a>	

### AGENDA SUBJECT

CONSIDERATION, DISCUSSION, AND POTENTIAL ACTION ON RESOLUTION NO. 2021-686 AUTHORIZING THE MAYOR OF PARKER EXECUTING A 3-YEAR CONTRACT WITH DOLIVER ENTERPRISES, LLC. FOR HOME HAZARDOUS WASTE. **[TABLED 12072021]**

### SUMMARY

Currently the City of Parker has an annual Home Hazardous Waste event typically in October of each year. There has been interest in having more than one event each year by residents and City Council. In researching the additional cost Republic Waste Services would have to charge us would have to be passed along to the homeowners, which would be a significant monthly rate increase to have 2 events a year. Doliver Enterprises, LLC. provides a monthly pickup service that would be on the 4<sup>th</sup> Thursday of each month and would cost the same rate that is built in our rates with Republic Waste Services. This would be cost neutral and give residents a monthly service and not just once or twice a year service. We have also asked to include electronics as part of our rate which will be \$1.15 a month. If City Council Approves the contract, it will take 45 days to get TCEQ approval and the service will begin on February 24, 2022. Resident will have to make a phone call to notify Doliver Enterprises LLC. to notify them a pickup is needed. City of Parker legal counsel has reviewed and Doliver Enterprises legal counsel has reviewed and agreed to changes.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:			
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/17/2021

**RESOLUTION NO.2021-686**  
**(2022 Home Hazardous Waste Agreement)**

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF CONTRACT HOME HAZARDOUS WASTE SERVICES WITH DOLIVER ENTERPRISES, LLC d/b/a HHW SOLUTIONS

WHEREAS, the City of Parker issued a request for proposals for Home Hazardous waste services and received several responses for review; and

WHEREAS, the City of Parker has carefully considered the proposals received and wishes to proceed to execute a contract; and

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

SECTION 1. The negotiated contract with DOLIVER ENTERPRISES, LLC d/b/a HHW SOLUTIONS, hereafter referred to as "Contractor" is approved in the form attached hereto as Exhibit A.

SECTION 2. The Parker City Council does authorize the Mayor to execute the contract on approval of this resolution, and take such other action as may be needed to have the terms of the contract performed by the city and the Contractor, as stated in the contract.

SECTION 3. This resolution shall be effective upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Parker, Collin County, Texas, on this the 21st day of December, 2021.

CITY OF PARKER, TEXAS

---

Lee Pettle, Mayor

ATTEST:

---

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

---

Scott D. Levine, Interim City Attorney

**AGREEMENT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
HOUSEHOLD HAZARDOUS WASTE  
IN THE CITY OF PARKER, TEXAS**

**January 1, 2022**

**AGREEMENT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
HOUSEHOLD HAZARDOUS WASTE  
IN THE CITY OF PARKER, TEXAS**

**STATE OF TEXAS**

**COUNTY OF COLLIN**

THIS AGREEMENT (this "Agreement") is made and entered into as of January 1, 2022, by and between Doliver Enterprises, LLC., a Texas Corporation, dba HHW Solutions (the "Service Provider"), and the City of Parker, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the license and privilege to collect, haul and recycle or dispose of Household Hazardous Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Aggregate** - The act of bringing together household hazardous waste that, after being separated from other household waste, is collected from two or more households and accumulated at a collection event, permanent collection center, point of generation pick-up service, mobile collection unit, or transporter's facility for the purpose of reusing, recycling, or disposing the material.

**Business Day** - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed..

**Collector** - Any person who accepts from two or more households any waste materials that have been separated from other household waste and offered to the collector because the generator either knows or considers the materials to be household hazardous waste.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

**Holidays** - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

**Household Hazardous Waste** - Any solid waste generated in a household by a consumer which, except for the exclusion provided in 40 Code of Federal Regulations (CFR) §261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as "hazardous household waste."

**Household Hazardous waste processing, storage, or disposal facility** - A hazardous waste processing, storage, or disposal facility that has received an United States Environmental Protection Agency (EPA) permit (or a facility with interim status) in accordance with the requirements of 40 Code of Federal Regulations (CFR) Parts 270 and 124, or that has received a permit from a state authorized in accordance with 40 CFR Part 271.

**Landfill** - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

**Mobile collection unit** - A vehicle (such as a truck or trailer) that is used to aggregate household waste materials delivered by the public prior to transporting the material to a permanent collection center, collection event, or registered hazardous waste transporter facility

**Operator** - A person responsible for the collection, aggregation, and storage of household hazardous waste and household materials at a collection event or permanent collection center, in a point of generation pick-up service or mobile collection unit, or in any combination of collection programs.

**Personnel** - All individuals who perform tasks at or oversee the operations of a collection event, permanent collection center, mobile collection unit, or point of generation pick-up service.

**Point of generation pick-up service** - A service to collect household hazardous waste at generating households, either through direct contact with the generators or by collection of household hazardous waste left at curbside or in another location at the household.

**Residential Unit** - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units such as a duplex. Excluding Multi-family dwellings such as apartments, townhouses, or hi rise units.

**Single-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Household Hazardous Waste.

## **SECTION 2. OPERATIONS.**

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Household Hazardous Waste(i) generated and accumulated by Residential Units, and (ii) placed for collections by those Residential Units receiving the services of the Service Provider all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services"). All materials must be hauled out of the City of Parker.

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Household Hazardous Waste, the license and privilege to collect, haul and recycle or dispose of Household Hazardous Waste within the City limits. Title to Household Harzadous Waste shall pass to Service Provider when placed in Service Provider's collection vehicle.

## **SECTION 3. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

- Single-Family Residential Units. The Service Provider will collect Household Hazardous Waste from Single-Family Residential Units once per month; provided, that (i) such Household Hazardous Waste items are placed close to the Residential Unit such as at the doorstep or driveway adajacent to the Unit, no later than 8:00 a.m. on the scheduled collection day.
- Materials accepted include the following:
  - Aerosol products
  - Ammunition, home use fireworks
  - Antifreeze
  - Auto fluids
  - Ballasts (non-PCB & PCB)
  - Batteries – auto, sump, power tool & household sizes
  - Blacktop sealer - oil based
  - Cleaning products
  - Cooking Oil
  - Fire Extinguishers
  - Fluorescent bulbs (tubes and CFLs)
  - Gasoline & oil/gas mixtures
  - HID (headlight bulbs)
  - Hobby & photo chemicals
  - Lawn chemicals
  - Mercury containing Devices (thermostats, etc.)
  - Motor oil
  - Oxygen tanks
  - Paint (Oil-based paints, stains, varnishes; and Latex Paint)
  - Pesticides, poisons, herbicides, insecticides

- Pharmaceuticals/medications
- Pool chemicals
- Propane tanks • Resins, Glues, Adhesives
- Smoke Detectors
- Solvents
- Items not accepted include the following:
  - Acetylene cylinders
  - Biological or medical waste
  - Business generated waste
  - Foam cylinders (Part A/Part B)
  - Explosives
  - MAPP gases
  - Radioactive Material
  - Syringes/needles
  - Farm machinery oil
- Item Limits per collection per month
  - Fluorescent light bulbs: Minimum 1, Maximum 8
  - Used motor oils or antifreeze: Minimum 1 gallon, Maximum 5 gallons
  - Paints and supplies; Pool & Household Chemicals: Minimum 1 gallons, Maximum 10 gallons
  - Household Cleaners; Pesticides & Fertilizers: Minimum 1 items, Maximum 8 items
  - Household Batteries: Minimum 1; Maximum 20

#### **SECTION 4. RATES AND FEES.**

Subject to adjustment, as provided in Section 5 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge :

1. \$1.15 per month for each Single-Family Residential Unit.

These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

#### **SECTION 5. RATE ADJUSTMENT.**

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion with City Council final approval, to increase or decrease the rates set forth in Section 4 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all

items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 5A. The amount of the increase or decrease under this Section 5A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

## **SECTION 6. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Non-Hazardous Solid Waste, animal or human, dead animals, auto parts or used tires from any Residential Unit

## **SECTION 7. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2022, and concluding on December 31, 2025. At the expiration of the term of this Agreement, the Agreement may be renewed with mutually agreed upon terms of both parties.

## **SECTION 8. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) with the City's Council's expressed consent.

## **SECTION 9. PROCESSING, BILLING AND FEES.**

A. Billings for Single-Family Residential Unit Services. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 4.A. hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling, recycling and disposal of Household Hazardous Waste within the City's corporate limits (the "Residential Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

F. Taxes. The City will be responsible to collect any applicable sales taxes that result in the execution of this contract.

## **SECTION 10. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 8:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to

provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following business day.

## **SECTION 11. CUSTOMER SERVICE.**

The Service Provider agrees to field all inquiries from Residential Units relating to the collection, hauling, recycling and disposal of Household Hazardous Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. Complaints should be resolved within 24 hrs.

## **SECTION 12. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Household Hazardous Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 12.

## **SECTION 13. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

## **SECTION 14. PERSONNEL AND PERFORMANCE STANDARDS.**

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider 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.

## **SECTION 15. INSURANCE COVERAGE.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$1,000,000

(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability

The City shall be named as an additional insured on all the above coverages with the exception of workers compensation insurance. To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

## **SECTION 16. INDEMNITY.**

The Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

## **SECTION 17. 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.

## **SECTION 18. TERMINATION.**

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

## **SECTION 19. 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 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, acts of war, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

## **SECTION 20. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

## **SECTION 21. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

### If to the City:

City of Parker  
5700 E. Parker Rd.  
Parker, TX. 75002  
Attn: Mayor and City Administrator

### If to the Service Provider:

HHW Solutions  
1240 Coastal  
Rockwall, Texas 75087  
Attn: Dick Demein

With a Copy to:

HHW Solutions  
4090 Hackberry Cir  
Caddo Mills, Texas 75135  
Attn: Tim Oliver

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

**SECTION 22. ACCEPTANCE.**

PASSED AND APPROVED BY THE CITY OF PARKER COUNCIL MEETING AT A TIME  
AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE  
STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2021.

DOLIVER ENTERPRISES, LLC  
DBA HHW SOLUTIONS

CITY OF \_\_\_\_\_ TEXAS

By: \_\_\_\_\_  
Tiffany Demein, President

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

ATTEST:

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