

RESOLUTION NO. 25-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED SOLID WASTE COLLECTION SERVICE CONTRACT WITH WASTE CORPORATION OF TEXAS, L.P. D/B/A GFL ENVIRONMENTAL TO FURTHER CLARIFY AND MEMORIALIZE THE TERMS OF THE ORIGINAL AGREEMENT EXECUTED DECEMBER 2023 AND RATIFIED JANUARY 2024.

WHEREAS, pursuant to the Texas Waste Disposal Act of the Texas Health and Safety Code, the Mayor executed the "Solid Waste Collection and Disposal Contract" with Waste Corporation of Texas, L.P. d/b/a GFL Environmental ("GFL") in December 2023; and

WHEREAS, the City Council ratified the execution of the "Solid Waste Collection and Disposal Contract" with Waste Corporation of Texas, L.P. d/b/a GFL Environmental ("GFL") on January 17, 2024; and

WHEREAS, the City Council finds it necessary to further clarify and memorialize the specific terms of the original agreement in an amended and restated service contract with GFL.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS THAT:

Section 1. The City Council of the City of Stafford, Texas hereby authorizes the Mayor to execute the Amended and Restated Solid Waste Collection Service Contract with GFL, which is attached hereto and incorporated herein as **Exhibit A**.

PASSED, APPROVED, AND RESOLVED on this 15th day of May, 2024.

Ken Mathew

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez
Roxanne Benitez, City Secretary

EXHIBIT A

CITY OF STAFFORD, TEXAS
AMENDED AND RESTATED SOLID WASTE COLLECTION SERVICE CONTRACT

This Amended and Restated Solid Waste Collection Service Contract (this “Service Contract”) is made and entered into on May 15, 2024, by and between the City of Stafford, Texas, (the “City”) a municipal corporation, and Waste Corporation of Texas, L.P. d/b/a GFL Environmental (“Contractor”) with an effective date of May 15, 2024, for the collection of Residential solid waste and recycling, Commercial solid waste, and Industrial solid waste.

Section 1. Contract Documents and Authority.

a. Amendment and Restatement. This Service Contract is an amendment to and restatement of the “Solid Waste Collection and Disposal Contract” entered into January 1, 2024, and ratified by the City Council on January 17, 2024, (the “January 1, 2024 Contract”) and the parties agreement that this Service Contractor shall fully revoke and replace the January 1, 2024 Contract.

b. The Contract Documents. The Contract Documents set forth below in their priority shall include the following, and this Service Contract does hereby expressly incorporate the same herein as fully as if set forth verbatim in this Contract:

- (i) This Service Contract, including **Exhibit A**;
- (ii) Contractor’s Proposal
- (iii) City’s Response to the Questions and Answers to Requests for Proposals;
- (iv) Requests for Proposals, including general instructions, specifications and all other documents comprising the Requests for Proposals; and
- (v) Terms of Bonds, if any.

The Parties agree that City Council chose and formally approved Alternative Bid No. 7 with commercial and industrial from Contractor’s Proposal at the December 6, 2023, Council meeting. To the extent a term or provision of this Service Contract conflicts with any listed Contract Document, this Service Contract shall prevail.

c. Authority. This Service Contract is entered into pursuant to the Texas Waste Disposal Act, also known as Section 364.034 of the Texas Health and Safety Code. The City has exercised its authority to offer waste collection and disposal service to persons in its territory including residential, commercial and industrial customers, to require the use of that service provided by the City’s selected service provider by residential, commercial and industrial customers, and to charge a fee for that service. Additionally, the City has exercised its authority under Section 363.116 and 363.117 of the Texas Waste Disposal Act to enter into this exclusive Service Contract with Contractor to enable the City to furnish waste collection and disposal services on the terms considered appropriate by the City Council and under which Contractor will provide collection and disposal services on behalf of the City in connection with the City’s operation of its solid waste management systems.

Section 2. Term and Termination

The term of this Service Contract shall be thirty-nine (39) months, with up to two (2) one-year optional renewal terms (each a “Renewal Term”) by agreement of Contractor and City. The term shall commence on January 1, 2024, and terminate on March 31, 2027. Should either the City or the Contractor elect not to renew and extend the Service Contract upon the expiration of the Initial Term or first Renewal

Term, then, notice must be given, by certified mail, return receipt requested to the other party in writing not less than 180 days prior to the expiration of the Initial Term or the first Renewal Term.

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, the City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of this Service Contract. Contractor shall be allowed a 15-day period from the date of the receipt of said notice from the City to remedy any failure to perform. Should the City deem the failure to perform remedied, no hearing shall be held. Should Contractor fail to remedy its performance, after a hearing described herein, the City may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor not earlier than twenty (20) days and not later than ten (10) days before the date a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should the City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate solid waste collection service for the City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

Section 3. Scope of Services

Contractor is hereby granted the sole and exclusive right, license and privilege, and hereby accepts the obligation to provide municipal solid waste collection and disposal services on behalf of the City, to all Residential, Commercial, and Industrial customers within the City and recycling collection services to Residential customers within the City, as such services are more specifically defined by City Ordinance 1270, as may be amended from time to time. This Service Contract is solely between the City and Contractor and creates no rights for third parties or beneficiaries of this Service Contract.

“Solid waste” shall mean “Municipal solid waste” as defined by City Ordinance 1270, as may be amended from time to time, which includes all garbage and rubbish generated within the corporate limits of the city, including recycling from residential units only, but shall not, in any event, include any excluded or hazardous waste.

Record Keeping and Reporting

Contractor shall be responsible for maintaining and submitting electronic monthly and annual reports to the City. Monthly reports shall be submitted to the City no later than thirty (30) days following the end of the reporting period. All records shall be available to City at reasonable times and places throughout the Service Contract term and for a period of five (5) years after final payment. Reports will have information specified below and be in electronic format:

1. Document commercial collection activity by container size and frequency of pickup.
2. Document complaints, requests, and comments, on a daily basis, including the address, time, and date for each and the reason, and resolution.
3. Detailed commercial billings and collections in Excel or other format as agreed.
4. Other recordkeeping and reporting requirements as agreed upon by City and Contractor.

Complaints

1. Contractor shall manage customer complaints, including incoming phone calls, and emails addressing concerns and resolving issues.
2. Customer complaints directed to the City will be immediately forwarded or otherwise routed to Contractor.
3. Contractor shall respond and make reasonable efforts to resolve all complaints within one business day of receipt of such complaint and report monthly to City.
4. In the case of a verified missed collection, Contractor shall make reasonable efforts to cure such missed collection on the same day or within one business day after the complaint is received.

Personnel

Contractor shall provide all personnel required to perform the scope of services during the term of this Service Contract, including the following:

1. Contractor shall hire and maintain qualified personnel to provide the scope of services.
2. Contractor will ensure all appropriate personnel have a valid commercial driver's license.
3. Contractor shall retain any necessary temporary labor.
4. Contractor shall require that personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any intimidating towards customers be barred from further work under this Service Contract.

Litter and Odor Control

Contractor shall routinely clean Contractor's collection equipment to maintain a standard of cleanliness and prevent odors.

Spillage

Contractor shall not be required to clean up, collect or dispose of any loose or spilled solid waste not caused by Contractor's negligence in rendering services, or be required to collect and dispose of any excess solid waste or recycling placed outside of the Contractor's containers. Contractor shall report the location of such conditions to the City so that the City can issue proper notice to the Customer.

Section 4. Rates and Authorized Charges

The rates charged by Contractor for solid waste and recycling collection within the City for Residential, Commercial, and Industrial customers shall be pursuant to the agreed upon amounts attached to this Service Contract as **Exhibit A**, which rates include a 5% administrative charge on commercial and industrial customers which represents a reimbursement to the City for the City's costs to administer the solid waste management program, including any increased wear and tear on public streets associated with the use of equipment necessary to provide solid waste services to those customers (the "City's Administrative Charge"). The amounts shown on **Exhibit A** are the only authorized charges, not including applicable tax.

Contractor shall invoice the City in accordance with the rates set forth in **Exhibit A** for Residential services and the City shall remit payment to Contractor within thirty days of the date of Contractor's invoice. Contractor shall invoice each Commercial and Industrial Customer directly, in accordance with the rates set forth in **Exhibit A**.

Contractor shall collect the Contractor's charges from customers and remit to the City any City Administrative Charges collected by the Contractor from commercial and industrial customers. Contractor

shall discontinue solid waste and recycling collection, as applicable, on delinquent or closed accounts as directed by the City. For closed accounts, Contractor shall notify the City in writing of closed accounts with confirmation of the account number, the property location, and the date the account closed. For delinquent accounts, Contractor shall notify the City in writing of accounts delinquent more than 60 days. Contractor shall report any delinquent accounts in writing to the City. The City shall be responsible for enforcing any payment obligations by customers to Contractor, provided however that the City shall remit to Contractor payment for any delinquencies upon request from Contractor, but no more frequently than bi-monthly.

Section 5. Transferability of Contract

Other than by operation of law, no assignment of this Service Contract or any right accruing under this Service Contract shall be made in whole or in part by the Contractor without the express written consent of the City. Consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the Contractor.

Section 6. Indemnity and Contractor Insurance

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of the Contract and the negligent act or omission mixed with the negligent act or omission of the City, but only to the extent of the Contractor's negligent act or omission. The Contractor will not be responsible for the negligence of the City or any of its officers, agents, employees, or customers. The City will not be responsible for the negligence of the Contractor, or any of its officers, agents, employees, or customers. Any other provisions regarding the same subject matter shall be considered void and of no effect.

The Contractor shall procure and maintain, for the duration of the Service Contract, insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a proof of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder. The failure to maintain current insurance as required below may result in the termination of the Contract, save and except the Contractor's obligations to indemnify the City from all claims.

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workmen's Compensation	Statutory and shall cover all employees including drivers	Statutory and shall cover all employees including drivers
Employer's Liability	\$1,000,000	\$1,000,000
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability- Bodily Injury	\$1,000,000	
Comprehensive Auto Liability- Property Damage	\$1,000,000	
Excess Umbrella Liability	\$5,000,000	

As an alternative to the previous list of limits, the Contractor may insure the above public liability and property coverage under a plan of self-insurance, upon providing sufficient evidence of financial

solvency to support such a plan satisfactory to the City. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of \$500,000, with the result that the Contractor is its own insurer to that extent. The coverage may be provided by the Contractor's parent corporation. **Contractor waives its right of subrogation against the City releasing its right to recover Contractor's payments from the City, its officers, agents, and employees, for an injury covered by the above-described insurance for which injury the City, its officers, agents, or employees may be liable.**

Section 7. Force Majeure

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

In the event of a disaster, the Contractor will resume service as soon as reasonably possible and after any additional contracts are activated.

Section 8. Severability

In the event that any provision or portion thereof of this Service Contract shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this Service Contract shall not affect the validity or enforceability of any other provision or portion of any contract document.

The Contractor agrees the City has not, and does not, waive any immunities or exemptions, or sovereign or governmental immunity, to which the City, its officers and employees, are entitled by law.

Section 9. Law and Governing Venue

The Service Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Service Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

Section 10. Dispute Resolution

The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

Section 11. Verification and Certification

Contractor hereby certifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Chapter 2264, Texas Government Code (undocumented workers), Chapter 2270, Texas Government Code (boycott Israel), Section 2252.152, Texas Government Code (Iran, Sudan, and foreign terrorist organizations), and Chapter 2274, Texas Government Code, as applicable.

Section 12. Notices

To the City: Attn. City Secretary
City of Stafford
2610 S. Main Street
Stafford, Texas 77477

To Contractor: Melissa Bachhuber, VP – US Legal
GFL Environmental
90 Fort Wade Road; Suite 210
Ponte Vedra, FL 32081

Section 13. Exhibits

Exhibit A – 2024-2027 Rate Schedule, and Contractor's Proposal

In witness hereof, Contractor and City have executed this Service Contract this ____ day of May, 2024.

Contractor, Waste Corporation of Texas, L.P. d/b/a GFL Environmental

Matt Cartier, Area President

City of Stafford, Texas

Ken Mathew

Ken Mathew, Mayor

Attest:

Roxanne Benitez

Roxanne Benitez, City Secretary