



February 13, 2020

San Leon MUD
443 24th Street
San Leon, Texas 77539

Dear Directors:

In this letter is a request of public information pursuant to the Texas Public Information Act. Please direct this letter to the appropriate department/personnel.

Request for copies of the following public records:

1) A copy of the current, newly negotiated collection, transportation, and disposal solid waste contract(s) between **San Leon Municipal Utility District** and service provider.

Please return copies of the following information via fax or digital copy, if possible.

Contact me with any questions or to advise of any processing fees.

Thank you for your assistance and attention.

Sincerely,

Kacie Lara

Kacie Lara
Public Sector Solutions Coordinator
Waste Management of Texas, Inc.
Tel 281-991-2701
Fax 281-998-8496
Email klara@wm.com

Public Information Request

Date 2/20/2020 2:47 PM
From amiller@slmud.org on behalf of Andrew Miller
Actionable/To klara@wm.com

Good afternoon!

We received your letter dated February 13th requesting "a copy of the current, newly negotiated collection, transportation, and disposal solid waste contract(s) between San Leon Municipal Utility District and service provider." See attached for the contract in question; if you have any additional questions, just let me know!

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Andrew Miller
District Manager
San Leon MUD
(281) 339-1586

RESIDENTIAL SOLID WASTE COLLECTION CONTRACT

This Residential Solid Waste Collection Contract (the “Contract”) is entered into by and between San Leon Municipal Utility District (hereinafter referred to as “District” or “Customer”) and Texas Pride Disposal Solutions LLC, DBA Texas Pride Disposal (hereinafter referred to as “Texas Pride Disposal”).

If this Contract is accepted by both parties, collection will begin on March 1, 2020 (“Effective Date”).

In consideration of the covenants and agreements set out and the payments provided for, Texas Pride Disposal and Customer agree as follows:

1. Contract Amount

Texas Pride Disposal will be paid \$19.00 per month per active residential water connection for twice-weekly garbage collection and bi-weekly recycling collection, based on the connection count provided for the operator for the Customer.

2. Payment

A. For services defined in this Contract, Texas Pride Disposal shall invoice Customer on a monthly basis. Customer agrees to make full payment to Texas Pride Disposal within forty-five (45) days of receipt of Texas Pride Disposal’s invoice.

B. Except as otherwise provided by this Contract, the rate of compensation shall remain effective for a period of five (5) years. The rate of compensation shall thereafter be automatically adjusted once each year on the anniversary date of this Contract, and continuing through any and all renewal terms, based upon the Local CPI: CPI-U: Selected Items, All Items Index, Houston-The Woodlands-Sugar Land, TX.

3. Grant of Exclusive Authority

During the term of this Contract, Customer will not contract with any other entity for the purpose of collection and disposal of residential solid waste, garbage, refuse, trash and rubbish within the boundaries of the Customer or any tracts, territories, or areas hereafter annexed or to be acquired by the Customer. Notwithstanding the foregoing, Customer may contract with another entity, as necessary, for dumpster services at the Customer’s facilities.

4. Term

A. The initial term of the Contract shall be for a five (5) year period beginning upon the Effective Date of the Contract. The term of this Contract shall be automatically renewed for a one (1) year period unless either party shall give written notice of termination by certified or registered mail, return receipt requested to the other party at least sixty (60) days prior to the termination of the initial term, or any renewal term.

B. Notwithstanding the foregoing and as a supplemental and additional means of termination of this Agreement, in the event that the District finds, in its sole discretion, that Texas Pride Disposal's record of performance shows that Texas Pride Disposal has frequently, regularly or repetitively defaulted in the performance of its obligations hereunder or any of the covenants and conditions required to be kept and performed by Texas Pride Disposal in the opinion of the District and regardless whether Texas Pride Disposal has corrected each individual condition of default, Texas Pride Disposal shall be deemed by District to be a habitual violator, shall forfeit the right to any further notice, including any applicable notice of cure period, and all of said defaults shall be considered cumulative and collective and shall constitute a condition of irredeemable default. District shall thereupon issue Texas Pride Disposal a final written notice citing the circumstances therefore, and any single default of Texas Pride Disposal of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Agreement.

C. In addition to the above, Texas Pride Disposal may petition the Customer at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances and regulations; changes in location of disposal sites or changes in disposal charges; and increase in the number of residential units, such as District growth or annexation. Any such rate adjustment must be pre-approved in writing by Customer, in its sole discretion, before becoming effective; if the Customer and Texas Pride Disposal cannot agree to a new rate, either may terminate this contract with sixty (60) days' written notice.

5. Right of Assignment

This Contract, as well as the rights hereunder, may be assigned by Texas Pride Disposal, as well as any and all successors at its option but only with prior written approval of the Customer. District may terminate the Contract upon such event with thirty (30) days' written notice.

6. Work Specifications

A. On each regularly scheduled collection day, Wednesday and Saturday, Texas Pride Disposal will collect residential refuse located curbside. Residential refuse must be either in the Texas Pride Disposal-provided cart, personal containers not to exceed ninety-six (96) gallons or bags not exceeding forty (40) pounds. Tree, shrub, and brush trimmings must be piled neatly curbside in individual piles not exceeding three (3) feet in length by three (3) feet in width by three (3) feet in height, and branches may not exceed six (6) inches in diameter. This excludes any waste generated as a result of a force majeure. As part of normal collection, Texas Pride Disposal does not pick up dirt, rocks, bricks, concrete, or any materials or items deemed hazardous materials or waste generated by a private contractor. Bulky waste (refrigerators and freezers must be drained of Freon and have a bill to validate such service was performed) will be picked up either scheduled day and must also be located at the curb. For special collection other than normal amounts of residential refuse, yard trimmings, or bulk items (a "Special Collection"), if notified in advance Texas Pride Disposal will meet with the resident prior to collection day to negotiate a price. If a resident does not notify Texas Pride Disposal of such a Special Collection before their scheduled day, then Texas Pride Disposal will leave a notice for the resident to contact Texas Pride Disposal during normal office hours before their next scheduled pick up day. Payment for any Special Collection is the

sole responsibility of the individual resident requesting Special Collection and is not an obligation of the District. If notified in advance, Texas Pride Disposal will arrange for garage door or valet service for residents needing special assistance with collection of residential refuse. Any such requests for garage door or valet service should be made directly by the individual resident requesting the service to Texas Pride Disposal.

B. All permanent trash containers, after being emptied by Texas Pride Disposal, will be returned within five (5) feet of their point of origin in the same condition in which they were taken, normal wear and tear expected.

C. Texas Pride Disposal shall clean up any spillage that occurs during the collection process; provided, however, that if gasoline, motor oil, cooking oil, paint, or any other liquid items in a garbage container are not seen by Texas Pride Disposal personnel resulting in spillage that causes a stain, Texas Pride Disposal shall not be responsible, unless Texas Pride Disposal failed to act with the care and skill ordinarily provided by a reasonably prudent solid waste disposer in the same or similar circumstances.

D. Texas Pride Disposal will provide one (1) ninety-five (95) gallon cart for each household. Additional, lost, or stolen carts can be purchased or replaced for \$75.00 plus applicable sales tax by contacting Texas Pride Disposal, with such costs to be paid to Texas Pride Disposal directly by the resident.

7. Recycling

A. On each regularly scheduled collection day, alternating Wednesdays, Texas Pride Disposal will collect residential recyclables located curbside. Texas Pride Disposal will provide a route map detailing the collection days. Recyclables should be placed in the Texas Pride Disposal-provided bin, old recycle bins, or containers clearly labeled RECYCLE.

B. Texas Pride Disposal will provide each household with one (1) twenty-two (22) or twenty-four (24) gallon recycle bin. Additional, lost, or stolen containers can be purchased or replaced for \$12.00 plus applicable sales tax by contacting Texas Pride Disposal. The cost of replacement recycle bins will be paid to Texas Pride Disposal directly by the resident.

8. Operation

A. Hours of Operation: Collection of refuse will not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions would be due to unusual circumstances.

B. Holidays: If the scheduled collection day falls on any of the following holidays, the normal services will be resumed the following scheduled collection day. Holidays are: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.

C. Complaints: All complaints will be made to Texas Pride Disposal. If a residence is missed due to Texas Pride Disposal's negligence, Texas Pride Disposal will pick up said residence within twenty-four (24) hours of such notice.

D. Office: Texas Pride Disposal can be reached by phone during normal office hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, or by email at service@texaspridedisposal.com.

9. Force Majeure

The performance of this Contract 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 a party. Such causes shall include, but not limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; fuel shortages, lack of power or raw materials; judicial or governmental laws, regulations (provided that neither party shall be required to settle a labor dispute against its own best judgment). A missed collection due to causes beyond reasonable control of Customer or Texas Pride Disposal will be collected on the next scheduled pick-up day or as soon as possible when conditions are safe to resume service. Collection of debris and waste generated by a force majeure are not included under the terms and conditions of this Contract. In the event of such circumstances and to the best of its ability, Texas Pride Disposal and the Customer may negotiate collection and rates for such debris and waste.

10. Indemnification

(A) TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (b) BELOW, TEXAS PRIDE DISPOSAL SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND DISTRICT, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR TEXAS PRIDE DISPOSAL'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF TEXAS PRIDE DISPOSAL, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF TEXAS PRIDE DISPOSAL OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEXAS PRIDE DISPOSAL OR ANYONE FOR WHOSE ACTS TEXAS PRIDE DISPOSAL MAY BE LIABLE.

(B) NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, TEXAS PRIDE DISPOSAL SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND DISTRICT, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF TEXAS PRIDE DISPOSAL OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF DISTRICT AND TEXAS PRIDE DISPOSAL THAT IN SUCH EVENT TEXAS PRIDE DISPOSAL IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE

THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF TEXAS PRIDE DISPOSAL'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR TEXAS PRIDE DISPOSAL UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. TEXAS PRIDE DISPOSAL SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

11. Licenses

Texas Pride Disposal will, at its expense, obtain all licenses and permits necessary for the performance of Texas Pride Disposal's services as set forth by the Contract. Texas Pride Disposal agrees to comply with all of the existing laws and regulations of the Local, State of Texas, and Federal agencies and any further laws or regulations which may be enacted by same, and agrees to comply with the prescribed or enforced regulations pertaining to the subject matter of the Contract. Waste pursuant to the Contract will be deposited at sanitary landfills approved and permitted to operate by the Texas Commission on Environmental Quality and any other applicable regulatory agency as required by applicable laws and regulations.

12. Insurance

Texas Pride Disposal shall obtain and maintain throughout the term of this Contract, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Contract, Texas Pride Disposal shall furnish to Customer certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list Texas Pride Disposal, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. Texas Pride Disposal shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract. Texas Pride Disposal shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Worker's Compensation:

- \$1,000,000 Bodily Injury (Each Accident)
- \$1,000,000 Bodily Injury By Disease (Each Employee)
- \$1,000,000 Bodily Injury By Disease (Policy Limit)

B. General Liability:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$300,000 Damage To Rented Premises (Each Occurrence)
- \$10,000 Medical Expense (Any One Person)

C. Automobile Liability:
\$1,000,000 Combined Single Limit (Each Accident)

D. Excess Umbrella:
\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

Customer and the Customer's agents and employees shall be added as additional insured to all coverages required under this Contract, except for worker's compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of Contractor shall contain a waiver of subrogation in favor of the Customer and the Customer's agents, and employees with the exception of professional liability insurance. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the customer, and without rights of contribution or recovery against the Customer or from any such other insurance available to the Customer. Texas Pride Disposal and not the Customer shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all the insurance policies required of Texas Pride Disposal. Certificates of insurance acceptable to Customer shall be submitted to Customer prior to the commencement of work.

13. Independent Contractor

Texas Pride Disposal has been retained by Customer for the sole purpose and to the extent set forth in this Contract, and Texas Pride Disposal has sole responsibility for the method, manner, and supervision of the services that it provides under the terms of this Contract. Texas Pride Disposal's relationship to Customer during the term of this Contract is that of an independent contractor.

14. Notices

Notices, requests, demands, and other communications hereafter shall be in writing and delivered or mailed prepaid to:

CONTRACTOR:
Texas Pride Disposal
PO Box 1186
Rosenberg, TX 77471

CUSTOMER:
San Leon MUD
C/O _____

All notices and communications delivered in accordance with this section shall be deemed delivered upon the earlier of: (i) the date received or (ii) three business days after the date of delivery or deposit in a domestic United States depository box.

Either party may change its address for notice by giving three days prior written notice to the other party.

15. Governing Law

This Contract shall be construed in accordance with and shall be governed by the laws of the State of Texas excluding any conflict of law rules that would apply the laws of another jurisdiction. Venue shall be in Harris County, TX.

16. Boycott Certification

Customer, in accordance with Chapter 2270 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm and verify that it: a) Does not Boycott Israel; and b) Will not Boycott Israel during the term of this contract. "Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A., Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes." Texas Pride Disposal, hereby acknowledges and agrees that this verification is a material term of the contract and Customer is expressly relying on this verification in agreeing to enter into the contract with Texas Pride Disposal.

17. Terrorist Organization Certification

As a condition of this Contract, Texas Pride Disposal represents and warrants that at the time of this Contract Texas Pride Disposal: (i) does not engage in business with Iran, Sudan or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is not a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

18. Severability

If any provision of this Contract shall be declared void, illegal, or unenforceable by any court or administrative agency having valid jurisdiction, the entire Contract shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

19. Entire Agreement

This Contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Contract, and there are no understandings or agreements other than those incorporated herein. This Contract may not be modified except by written instrument signed by both parties. In the event of a conflict between any of the foregoing provisions of the Contract, the former shall be controlling.

Texas Pride Disposal Solutions LLC

San Leon MUD

By: _____

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____