

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO TERMS OF SERVICE

THIS ADDENDUM ("Addendum") is entered into by and between **Fort Bend County**, ("County"), a body corporate and politic under the laws of the State of Texas, and **Green City Recycler** ("GCR"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "Parties").

WHEREAS, subject to the changes herein, the Parties have accepted GCR's Terms for Services, (the "Agreement"), attached hereto as Exhibit "A," and incorporated by reference, for recycling services at no cost to County in partnership with the Fort Bend County Recycling Center (the "Services"); and

WHEREAS, GCR represents that it is qualified and desires to perform such Services; and

WHEREAS, the Parties expressly agree that this Addendum is a material change from the Agreement, attached as Exhibit "A," and the Addendum and the Terms for Services, and any other referenced document are incorporated into each other and, when read together, shall constitute one integrated document (hereinafter the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following changes are incorporated as if a part of the original Agreement:

1. **Scope of Services.** Subject to this Addendum, GCR will provide recycling services at no cost to County in partnership with the Fort Bend County Recycling Center, as described in GCR's Terms for Services, attached hereto as Exhibit "A," and incorporated by reference.
2. **Term.** The term of the Agreement is effective upon execution by County, and shall expire no later than September 30, 2022, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
3. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless GCR or any other party for any reason are hereby deleted. **GCR shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from**

activities of GCR, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of GCR or any of GCR's agents, servants or employees.

6. **Termination.** Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days written notice.
7. **Independent Contractor.** In the performance of work or services hereunder, GCR shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of GCR or, where permitted, of its subcontractors. GCR and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
8. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
9. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration.
10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, GCR verifies that GCR and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, GCR represents pursuant to § 2252.152 of the Texas Government Code, that GCR and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
11. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
12. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, GCR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
13. **Use of Customer Name.** GCR may use County's name without County's prior written consent only in any GCR's customer lists, any other use must be approved in advance by County.
14. **Conflict.** In the event there is a conflict between this Addendum and the attached Exhibit, this Addendum controls to the extent of the conflict.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

GREEN CITY RECYLER

Sam S. Ebenezer
Authorized Agent – Signature

SAM.S. EBENEZER
Authorized Agent- Printed Name

Dir of Operations
Title

1/18/2022
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Attachments:

Exhibit A: GCR Terms for Services

EXHIBIT A

Green City Recycler

• 2817 Berry Rd Houston, TX 77093 • 713-694-8483 •

Terms for Services

FT Bend County Recycling Center, TX

12/10/2021



GREEN CITY RECYCLER TERMS FOR SERVICES

- GCR will partner with the Ft. Bend county recycling center to set up a textile recycling program at its recycling center.
- GCR looks to help the city divert PCTW (Post consumer textile waste) away from its landfills. Each person discards around 25lbs of PCTW every year.
- GCR will provide the 1 – bin free of cost to the County. GCR will allocate one driver and one truck. GCR will commit to service on call as needed.
- GCR will provide tonnage report every month and pay the city \$110 per ton or 5cents per lbs. for all PCTW collected. GCR will send the checks on a monthly basis.
- Accepted items – Clothing- Shoes – Household Linen Small household items– Hats –Belts –Purses.
- GCR aims to divert the collected PCTW and use it for re-use/recycle or upcycle, GCR ensures collected items do not make its way back to the local waste stream.
- GCR will provide necessary marketing material and train staff on acceptable items to make the program a success.
- The program will be managed by Sam Ebenezer – Mr Ebenezer has over 16 years of experience managing textile recycling programs for municipalities. He has helped set up similar programs for solid waste departments in NC/SC/MD. He will be the point of contact for all negotiations.
- This partnership is for a period of 2 years starting:_____ Ending:_____, the partnership will renew itself for 2 more years unless notified by either party 30 days ahead of end term.
- At any point in the term if Ft Bend County finds GCR's service as unsatisfactory, they can terminate the partnership providing adequate reasons.

Picture of our Textile Pod



Signed for Green City Recycler

Sam Ebenezer:

For Ft Bend County:

Name: _____ Signature: _____