

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND GREEN CITY RECYCLER
FOR PLACEMENT OF CLOTHING RECYCLING BOXES AT
JONES CREEK RANCH PARK, KITTY HOLLOW PARK, AND FOUR CORNERS RECREATION
CENTER**

THIS AGREEMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Green City Recycler, (hereinafter "Green City"), a textile recycling company authorized to conduct business in the State of Texas.

WHEREAS, Green City provide year-round access to textile recycling collection services that divert used clothing, shoes, and other household items from the landfill through its clothing recycling boxes in order to reduce the millions of pounds of textile waste that currently finding its way to local landfills;

WHEREAS, Green City desires to physically place one (1) clothing recycling container for collections at the following locations within Fort Bend County: Jones Creek Ranch Park, Kitty Hollow Park, and Four Corners Recreation Center ("Activity" or "Activities");

WHEREAS, County through its Parks Department has researched and confirmed that adequate space is available to accommodate the clothing recycling container at each location;

WHEREAS, the Commissioners Court of Fort Bend County finds that this agreement is in the public interest and serves the general welfare of the community to enter into this Agreement with Green City;

NOW, THEREFORE, the parties hereby agree as follows:

1. Green City will be permitted to physically place one (1) clothing recycling container for collections in a space determined by the Parks Director for the collection of items as described in "Soft Recyclables Acceptable Item List" attached as Appendix "A" to this Agreement and incorporated by reference for all intents and purposes at the following locations within Fort Bend County: Jones Creek Ranch Park, Kitty Hollow Park, and Four Corners Recreation Center ("Activity" or "Activities").
2. **Term.** This Agreement is effective as of the date signed by the parties and shall terminate November 30, 2025. This Agreement shall not automatically renew; however, it may be renewed upon written agreement of the parties. It is expressly understood and agreed by the Parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated.

3. Green City will pay \$0.05/lb. per month to County each month for the accepted items collected from each clothing recycling container placed on County property under this Agreement within thirty (30) days from the date of the collection.
4. **No rental charges, early termination charges, or fee/cost of any kind whatsoever shall be charged to the County or participants while the Green City container is located on County property.**
5. Green City will solely be responsible for the maintenance and moving/removing of the clothing recycling container(s) placed on County property. Green City will maintain the container once per week.
6. Green City will move or remove the clothing recycling container(s) at the request of County.
7. County will not alter or obstruct the view of the clothing recycling container(s).
8. **Insurance.** Prior to commencement of Activity, Green City shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Green City shall provide certified copies of insurance endorsements and/or policies if requested by County. Green City shall maintain such insurance coverage from the time Activities commence until Activities are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Activities.
 - A. Green City shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - i. Workers' Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - iv. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Green City shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the

County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

- C. If required coverage is written on a claims-made basis, Green City warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the Activity under this Agreement is completed.
- D. Green City shall not commence any portion of the Activity under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Green City.

9. **NOTICE.**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To Fort Bend County: Fort Bend County
 Attn: County Judge
 401 Jackson St.
 Richmond, TX 77469

with a copy to: Fort Bend County
 Attn: Parks Director
 301 Jackson St.
 Richmond, TX 77469

Green City: Green City Recycler
 Attn: Sam Ebenezer, Representative
 2817 Berry Rd.
 Houston, TX 77093

Either party may designate a different address by giving the other party ten days' written notice.

10. **Indemnity.** GREEN CITY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF GREEN CITY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF GREEN CITY OR ANY OF GREEN CITY'S AGENTS, SERVANTS OR EMPLOYEES.

11. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Green City release any material or information

developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

12. **Independent Contractor.** In the performance of activities hereunder, Green City shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing Activities required hereunder shall be deemed solely as employees of Green City or, where permitted, of its subcontractors. Green City and its agents, employees, officers, or volunteers shall not, by performing Activities 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.
13. During the term of this Agreement, Green City shall comply with, and ensure that all Green City agents, employees, officers, volunteers performing Activities, or other attendees comply with, all rules, regulations and policies of County, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.
14. **Compliance with Laws.** Green City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Green City shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
15. **Modifications and Waivers.**
 - A. The Parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
 - B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition.
 - C. The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
16. **Applicable Law.** 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.

17. **Certain State Law Requirements for Contracts.** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Green City hereby verifies that Green City and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:.
- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Green City does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Green City does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
 - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Green City does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.
18. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, HCT 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.
19. **Entire Agreement.** This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

{EXECUTION PAGE TO FOLLOW}

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

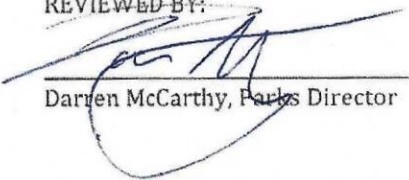
KP George, County Judge

Date

ATTEST:


Laura Richard, County Clerk

REVIEWED BY:



Darren McCarthy, Parks Director

GREEN CITY RECYCLER



Authorized Agent- Signature

Sam S. Benez

Authorized Agent- Printed Name

Operations Manager

Title

11/6/23

Date

Attachment: Appendix A: Soft Recyclables Acceptable Item List

i:\agreements\2024 agreements\parks\green city recycler (24-parks-100103)\agreement w green city recycler for clothing collection boxes (kcj - 10.31.2023)

APPENDIX A

SOFT RECYCLABLES ACCEPTABLE ITEM LIST

Men's Clothing

Women's Clothing

Children's Clothing

Coats and Jackets

Jewelry

Shoes

Purses

Hats

Toys

Blankets

Drapes/Curtains

Sleeping Bags

Silverware

Dishes

Pots/Pans

Backpacks

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