

AGENDA PLACEMENT FORM
(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 12/13/24	Court Decision: This section to be completed by County Judge's Office			
Meeting Date: 12/20/24 Submitted By: Sheriff King Department: Sheriff's Office Signature of Elected Official/Department Head:	* APPROVED * 12-20-2024			
Description: Request for approval and Judge's signature on Johnson County Addendum to Baytown Medical Waste LLC Customer Service Agreement (Baytown Medical Waste LLC.)				
(May attach additional Person to Present: Sheriff King or his designe	• /			
(Presenter must be present for the item unl				
(PUBLIC documentation may be made avai				
Estimated Length of Presentation: 5 minuses Session Requested: (check one)	tes			
	p Executive Other			
Check All Departments That Have Been Notified				
✓ County Attorney ☐ IT				
☐ Personnel ☐ Public Wor				
Other Department/Official (list)				

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Customer Service Agreement

THIS MEDICAL WASTE DISPOSAL AGREEMENT (this "Agreement") is made and entered into as of the date indicated on the signature page (the "Effective Date"), by and between Baytown Medical Waste LLC, a Texas limited liability company ("Company") and the customer designated above as indicated on the signature page ("Customer").

ARTICLEI. MEDICAL WASTE, COLLECTION, PROCESSING AND DISPOSAL SERVICES

Section 1.1 **Medical Waste, Processing and Disposal Services.** The Company shall provide the treatment and disposal of all "incinerate only", "thermally destroyed" or "bypass" medical waste (collectively, the "**Medical Waste**"). Any and all wastes received by Company may be treated and disposed of through use of the Company's patented "CoronaLux" thermal destruction process or through use of other destruction processes or treatment and disposal options as the Company deems reasonable provided that such processes are in compliance with such environmental rules, regulations and laws.

Section 1.2 Human Body Parts and Family Planning Products. Customers acknowledge that the Company shall not accept, treat or dispose of any materials or Medical Waste that contains any identifiable human body parts. Identifiable human body parts include, but are not limited to, limbs, organs, and recognizable tissue. If any such Medical Waste is delivered to the Company, the Company may refuse to treat and dispose of such Medical Waste and transfer such Medical Waste to an alternative facility for appropriate disposal. Any costs incurred by Company for the non-compliant Medical Waste ("Non-Compliance Costs") may be charged to Customer.

Section 1.3 **Collection of Medical Waste.** Customer agrees to deliver, at its sole cost and expense, the Medical Waste in Texas Commission on Environmental Quality and Department of Transportation approved containers with appropriate liner bags, bar code labels and compliance documentation. Customer is solely responsible for properly segregating, packaging, and labeling the Medical Waste as described in this Agreement and in compliance with Company's Medical Waste Acceptance Policy attached as Exhibit "A". Company reserves the right to refuse acceptance of any Medical Waste that in Company's judgment cannot be treated and/or disposed of in a lawful manner; or, without a risk to harm of public health or to the environment. Improperly packaged, leaking, overweight, or damaged containers are subject to rejection, or to off-specification charges, for repackaging and/or special handling. No container will be processed that is wet or leaking. All Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202

Section 1.4 **Compliance with Law and Record Keeping.** In the performance of all services to be provided hereunder, Company and Customer agree to comply with all applicable permits, all applicable federal, state, county and municipal laws and ordinances and all lawful orders, rules, regulations, and guidelines of any duly constituted authority including but not limited to all environment, safety and health laws.

ARTICLE II. TERM AND TERMINATION

Section 2.1 **Term.** This Agreement shall commence on the Effective Date and continue until the first anniversary of this Agreement (the "<u>Initial Term</u>"). This Agreement shall automatically renew at the end of such Initial Term for successive one (1) year terms ("<u>Renewal Term(s)</u>", together with the Initial Term shall be referred to herein as the "<u>Term</u>") unless a party provides notice to the other party not less than one hundred twenty (120) days prior to expiration of the then-current Term that such party does not desire for this Agreement to automatically renew for the succeeding Renewal Term.

ARTICLE III. DISPOSAL FEES

Section 3.1 **Medical Waste Disposal Fees.** Company shall charge Customer the disposal fees as set forth on Exhibit "A". Customer acknowledges that this disposal fee is an introductory fee and based on the Minimum Volume, as described in Section 3.4, and may be revised by the Company with at least thirty (30) days written notice. Company may also impose reasonable surcharge(s) in the event that Customer delivers the Medical Waste without appropriate packaging, bar codes or other processing requirements set forth in Company's Medical Waste Acceptance Policy.

Section 3.2 **Contaminated Packaging.** In the event that any packaging becomes contaminated, including cardboard boxes, pallets, packaging materials or any other materials that come into contact with the Medical Waste, Company may charge Customer to dispose of such items at a cost of \$0.60 per pound.

Section 3.3 **Billing.** Company shall provide Customer with weekly invoices that are due within thirty (30) days of receipt. Customer agrees to pay an interest rate equal to the maximum rate permitted by applicable law on any amounts owed to Company that are not received by Company within forty-five (45) days from the invoice date.

Customer will pay all costs incurred by Company in the collection of a delinquent account and may require Customer to pay in advance.

ARTICLE IV. LIMITATION OF LIABILITY; INDEMNIFICATION

Section 4.1 **Indemnification.** Customer, its successors and assignors, hereby agree to save and hold harmless Company, its officers or employees, from all cost, injury and damage incurred by any of the above, and from any other injury or damage to any person or property whatsoever, including but not limited to the equipment operated by Company, and of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by Customer, its agents, or any of its independent contractors. Additionally, Customer, its successors and assignors, hereby agrees to indemnify, save and hold harmless Company from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, and injuries to or death of persons including Company employees caused by or resulting from Customer's negligence or willful misconduct or if caused by or resulting from Customer providing to Company Non-Conforming Waste, or any other breach of this Agreement by Customer or improperly packaged waste by Customer.

ARTICLEY. MISCELLANEOUS PROVISIONS

- Section 5.1 **Relationship of Parties.** This Agreement does not create a relationship of partnership, corporation, joint venture, association for profit, or any other relationship among Customer and Company.
- Section 5.2 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing to the addresses set forth below.
- Section 5.3 **Assignment.** This Agreement may not be assigned by Customer but may be assigned by Company at any time to any successor of Company.
- Section 5.4 **Binding.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- Section 5.5 **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and cannot be amended without the written consent of the parties hereto.
- Section 5.6 **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action, suit, or other proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Houston and County of Harris, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- Section 5.7 **Attorneys' Fees.** In the event this Agreement or the breach thereof gives rise to any litigation between the parties hereto, the prevailing party in such litigation shall be entitled to have and recover from the losing party costs of such litigation, including reasonable attorneys' fees, as may be determined by the court and judgment for the recovery of such cost, including attorneys' fees, shall be included in any final judgment or decree entered by the court where such litigation is brought.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY: Christopher Boedeker	OMMISSIONES	12.20-24 Date
Attel: County Clerk, Johnson County		12-20-24 Date
COMPANY: Mark Wayne	COUNTY, TELPS	

Date: 12/13/2024

Authorized Representative of Company

Printed Name: Mark Wayne

Title: Chief Executive Officer

Updated TC for BMW

Final Audit Report 2024-12-13

Created: 2024-12-13

By: Shekinah Leger (sleger@amlongroup.com)

Status: Signed

Transaction ID: CBJCHBCAABAAstmRWX34ZLyoTrczoi2kw7JaH8ZSmgew

"Updated TC for BMW" History

Document created by Shekinah Leger (sleger@amlongroup.com) 2024-12-13 - 7:58:56 PM GMT

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Signer mwayne@amlongroup.com entered name at signing as Mark Wayne 2024-12-13 - 8:38:36 PM GMT

Document e-signed by Mark Wayne (mwayne@amlongroup.com)
Signature Date: 2024-12-13 - 8:38:38 PM GMT - Time Source: server

Agreement completed. 2024-12-13 - 8:38:38 PM GMT

JOHNSON COUNTY CONTRACT TERMS ADDENDUM TO Baytown Medical Waste LLC CUSTOMER SERVICE AGREEMENT

(Baytown Medical Waste LLC.)

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This Addendum is part of an Agreement between JOHNSON COUNTY, TEXAS, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY" or "JOHNSON COUNTY" and Baytown Medical Waste LLC. Baytown Medical Waste LLC may be referred to herein as "COMPANY". JOHNSON COUNTY may be referred to as "CUSTOMER" in certain documents put forth by Baytown Medical Waste LLC.

1.2

JOHNSON COUNTY and Baytown Medical Waste LLC. as applicable, may be collectively identified as the "Parties" or each individually a "Party". This Addendum is part of the Agreement with Baytown Medical Waste LLC. and is intended to modify (as set forth in this Addendum) all documents, including the Quotes, Proposals and Agreement put forth by Baytown Medical Waste LLC. This Addendum modifies (as set forth in this Addendum) any other document proffered to COUNTY by Baytown Medical Waste LLC or their agents and other documents defining the Agreement between JOHNSON COUNTY, TEXAS and Baytown Medical Waste LLC.

<u>1.3</u>

NOT APPLICBLE (Co-op Reference)

1.4

This Addendum, combined with the terms of the attached Quote and Customer Service Agreement from Baytown Medical Waste LLC., upon execution by both parties, constitutes a contractual Agreement between JOHNSON COUNTY, TEXAS and Baytown Medical Waste LLC.

2.1

This Agreement will be governed by and construed according to the laws of the <u>State</u> of <u>Texas</u>. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County,

Texas.

2.2

Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.3

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.4

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. JOHNSON COUNTY will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

<u>3.1</u>

The Parties agree that under the Constitution and laws of the State of Texas, JOHNSON COUNTY <u>CANNOT</u> enter into an agreement whereby JOHNSON COUNTY agrees to <u>indemnify</u> or <u>hold harmless</u> any other party; therefore, all references of any kind to JOHNSON COUNTY indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

<u>3.2</u>

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that COUNTY is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that COUNTY'S general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that COUNTY does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that COUNTY will not agree to waive any rights and remedies available to COUNTY under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

<u>4.3</u>

The Parties agree and understand that COUNTY will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that COUNTY will provide statutory workers compensation for its employees; however, COUNTY does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

<u>5.1</u>

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

For the purposes of this agreement which ever happens first. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

5.2

Texas Local Government Code Section 113.064. Approval of Claims by County Auditor, provides:

"(a) In a county that has the office of county auditor, each claim, bill, and account against the county must be filed in sufficient time for the auditor to examine and approve it before the meeting of the commissioners court. A claim, bill, or account may not be allowed or paid until it has been examined and approved by the auditor...."

Texas law requires that all disbursements of County funds be approved by the County Auditor and the Commissioners Court prior to such disbursement. JOHNSON COUNTY can and will make due disbursements following the approval of the disbursement by Commissioners Court (following the COUNTY'S receipt and review of a proper invoice through the proper COUNTY department responsible for the purchase of the goods or services). JOHNSON COUNTY cannot and does not authorize any entity to directly access County funds. BAYTOWN MEDICAL WASTE LLC understands that the JOHNSON COUNTY Commissioners' Court normally meets on the second and fourth Monday of each month or the day following such Monday if the Monday is a County holiday. BAYTOWN MEDICAL WASTE LLC further understands that invoices must be received by the COUNTY not less than fourteen (14) days prior to the Commissioners Court meeting in order for a payment to be reviewed by the necessary departments and offices and placed on the "bill run" for the Commissioners Court.

5.3

JOHNSON COUNTY does not authorize Baytown Medical Waste LLC. or any entity to initiate debit entries to JOHNSON COUNTY'S account at any financial institution. Any provision in any document authorizing an entity to access COUNTY funds or financial accounts electronically or otherwise and to make withdrawals or transfers of such funds is hereby deleted and is of no effect and the Agreement shall be deemed modified to comport with payment procedure prescribed by Texas law for Texas counties.

<u>6.1</u>

No officer, member, or employee of COUNTY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

<u>6.2</u>

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that JOHNSON COUNTY, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information COUNTY reasonably believes that **Baytown Medical Waste LLC.** might lawfully seek to claim as confidential, then COUNTY will forward the request to **Baytown Medical Waste LLC.** It shall be the obligation of **Baytown Medical Waste LLC.** to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the

documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with **Baytown Medical Waste LLC.** in making such submission to the Texas Attorney General's Office. **Baytown Medical Waste LLC.** acknowledges and understands that <u>contracts</u>, <u>agreements</u>, <u>payment</u> and <u>revenue</u> of a political subdivision of the State of Texas are public information and are <u>not confidential</u>.

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

<u>6.5</u>

It is understood and agreed that JOHNSON COUNTY will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

<u>6.6</u>

JOHNSON COUNTY shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

<u>7.1</u>

Baytown Medical Waste LLC. certifies that pursuant to Section 231.006 of the Texas Family Code (regarding unpaid child support) that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Baytown Medical Waste LLC. hereby certifies that it is not ineligible to receive State or Federal funds due to child support arrearages

<u>7.2</u>

Baytown Medical Waste LLC. verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **Baytown Medical Waste LLC.** verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.3

Baytown Medical Waste LLC. verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate

during the term of the contract against a firearm entity or firearm trade association.

<u>7.4</u>

Baytown Medical Waste LLC. verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract. In this provision:
 - (1) "Boycott energy company" has the meaning assigned by Section 809.001.
 - (2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
 - (3) "Governmental entity" has the meaning assigned by Section 2251.001.

7.5

At any time following the expiration of 365 DAYS from the execution of the contract, COUNTY may terminate the contract at its discretion, without charges for unutilized term, or penalty of any kind, by giving COMPANY 90 days written notice of such termination. This provision shall not be deemed to conflict with any other provision allowing JOHNSON COUNTY to terminate the contract upon a shorter or lesser notice.

<u>7.6</u>

Baytown Medical Waste LLC. certifies by signature of its authorized representative on this document that it does and will so long as this Agreement is in effect comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) and with any additional existing and future "China Tech Prohibitions" promulgated or enacted by the Unites States Government.

8.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of JOHNSON COUNTY and signed by the Johnson County Judge or the COUNTY employee or official to whom authority has been explicitly delegated by the Commissioners Court.

8.2

NOT APPLICABLE (Data retention reference)

8.3

NOT APPLICABLE (Construction and Data retention reference)

8.4

NOT APPLICABLE (Data retention reference)

8.5

NOT APPLICABLE (Data retention reference)

<u>8.6</u>

The parties agree Johnson County is NOT bound and shall not be bound to or liable for any condition, duty, obligation or requirement that is set forth only by reference to additional Documents that are not part of the physical document approved by the Commissioners Court and made part of the minutes of the Johnson County Commissioners Court. Provisions which COMPANY seeks to make terms of the contract or agreement by references to links or websites for contract terms are rejected by JOHNSON COUNTY and CANNOT and WILL NOT be enforced against JOHNSON COUNTY.

<u>8.7</u>

JOHNSON COUNTY is not subject to any provision that may be changed without notice or that may be changed without specific overt consideration and approval by the Commissioners Court of Johnson County acting on that change, modification or amendment to the contract or its terms occurring after the date of the execution of this Addendum.

8.8

Notwithstanding any provision set forth in the Master Services and Purchasing Agreement for Agency or any other document put forth by BAYTOWN MEDICAL WASTE LLC., JOHNSON COUNTY does not waive any rights or remedies available to a Texas political subdivision pursuant to Texas law. This provision supersedes any contrary provision.

<u>8.9</u>

NOT APPLICABLE (Factoring Receivables reference)

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to JOHNSON COUNTY in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. THE TERMS OF THIS JOHNSON COUNTY CONTRACT TERMS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S) PUT FORTH BY Baytown Medical Waste LLC. IS HEREBY DELETED.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:		12 20 21
Christopher Boedeker	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAM	12 · 20 · 24 Date
As Johnson County Judge Attest. Attest.	COMMISSION S	12-20-24
County Clerk, Johnson County	NO TENES	Date
Baytown Medical Waste LLC.: The Ngara Mark Wayne (Dec 13, 2024 17,265 CST) Signature of Authorized Person		12/13/2024 Date
Mark Wayne		
Printed Name of Authorized Person		
_Chief Executive Officer		
Position of BAYTOWN MEDICAL WASTE I	LLC.	

Authorized Person

Mass Destruction Addendum Amlon TMPLT v1

Final Audit Report 2024-12-13

Created: 2024-12-13

By: Shekinah Leger (sleger@amlongroup.com)

Status: Signed

Transaction ID: CBJCHBCAABAAoKBjHPZBxILeuDtrhhxDTf7N66AqR3Tk

"Mass Destruction Addendum Amlon TMPLT v1" History

- Document created by Shekinah Leger (sleger@amlongroup.com) 2024-12-13 8:07:00 PM GMT
- Document emailed to mwayne@amlongroup.com for signature 2024-12-13 8:07:34 PM GMT
- Email viewed by mwayne@amlongroup.com 2024-12-13 8:24:09 PM GMT
- Signer mwayne@amlongroup.com entered name at signing as Mark Wayne 2024-12-13 8:26:39 PM GMT
- Document e-signed by Mark Wayne (mwayne@amlongroup.com)
 Signature Date: 2024-12-13 8:26:41 PM GMT Time Source: server
- Agreement completed. 2024-12-13 - 8:26:41 PM GMT