

**EXCLUSIVE RESIDENTIAL  
REFUSE SERVICE CONTRACT  
HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 99  
and  
DIRECT WASTE SOLUTIONS, INC.**

## **EXCLUSIVE RESIDENTIAL REFUSE SERVICE CONTRACT**

THIS Agreement is made and entered into as of the 1<sup>st</sup> day of January 2019 between **HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 99**, hereinafter referred to as "**DISTRICT**," and **DIRECT WASTE SOLUTIONS, INC.**, its successors and assigns hereinafter referred to as "**CONTRACTOR**":

### **WITNESSETH:**

#### **I SCOPE OF WORK AND AGREEMENT**

- 1.01. The work to be done by CONTRACTOR pursuant to this Agreement consists of collection and disposal of residential refuse collected from all single-family residential units within the jurisdictional boundaries of the DISTRICT and the furnishing of all labor, methods or processes, tools, equipment and transportation, and disposal necessary to meet the requirements of this Agreement.
- 1.02. All collections and disposal contemplated hereunder shall be done and performed by CONTRACTOR promptly in a good, thorough, workmanlike, safe, and efficient manner to the satisfaction of the DISTRICT.
- 1.03. The DISTRICT's service area shall consist of approximately 551 occupied/ active water connections, single-family residential units located in the service area.

#### **II DEFINITION OF TERMS**

- 2.01. Whenever in this Agreement the following terms are used, they shall be defined as follows:
  - (a) Bags: Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.
  - (b) Bulky Waste: Refrigerators, freezers, air conditioners (note: all must have certification of Freon reclamation), stoves, water tanks, washing machines, dryers, freezers, other white goods, appliances, hot water heaters, couches, furniture, bicycles, large volume of containerized yard waste, and similar items that might be found in or around the home.
  - (c) Bundles: Trees, shrub and brush trimmings, or newspapers and magazines neatly stacked, forming an easily handled package not exceeding five feet (5') in length or fifty (50) pounds in weight, and eighteen (18) inches in diameter.
  - (d) Container: A receptacle with a capacity of up to forty-five (45) gallons, constructed of plastic, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed fifty (50) pounds. A container may also be defined as a tied plastic

bag with adequate strength to support the contained waste. After waste is removed, CONTRACTOR shall leave containers in an inverted position at point of origin. The lids are to be placed on top of or beside the container.

- (e) Contractor/Construction Waste: Garbage as defined herein that is generated from construction, remodeling, tree removal or landscaping, including, but not limited to, lumber, plywood, drywall, carpeting and other flooring material, tile, roofing material, stumps, and soil.
- (f) "Force Majeure": Any event relied upon by CONTRACTOR as justification for delay in or excuse from complying with any obligation required of CONTRACTOR under this Agreement including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood, or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency, or governmental office or body that stays, invalidates, or otherwise affects this Agreement or any permits or licenses of CONTRACTOR with respect to the acceptance and/or disposal of any waste; (iii) the denial, loss, suspension, expiration, termination, failure of renewal, or the attainment of any maximum disposal amounts within any applicable time period, of any permit, license, or other governmental approval required to dispose of and/or accept any waste; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation, or ordinance after the date of this Agreement, applicable to CONTRACTOR's obligations under this Agreement, including, without limitation, such changes that have a substantial, material, and adverse effect on the cost of performing the contractual obligations of CONTRACTOR set forth in this Agreement; or (v) the institution of a legal or administrative action, or similar proceeding, by any person or entity that delays or prevents any aspect of the acceptance and/or disposal of waste.
- (g) Garbage: All normal and usual household and noninstitutional waste products that are placed in approved containers for collection purpose and are usually a mixture of putrescible, non-putrescible, and incombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass, and plastic containers, and other non-hazardous waste.
- (h) Hazardous Waste: Any chemical compound, mixture, substance, or article that is designated by any governmental authority—whether before or after the date of this Agreement—including the United States Environmental Protection Agency or any agency of the State of Texas, as "hazardous" or "toxic" as the term is defined by or pursuant to federal, state, or local laws or ordinances. Hazardous waste shall also include all medical waste.
- (i) Residential Refuse: All garbage, rubbish, bulky waste, yard waste, and all other items that may be deposited in a sanitary landfill as generated by an occupant of a residential unit, excluding hazardous waste but including household move-in cartons when collapsed and tied.
- (j) Residential Unit: A dwelling within the corporate limits of DISTRICT occupied by a person or group of persons. A residential unit shall be deemed occupied when either water and sewer or domestic light and power services are being supplied thereto.
- (k) Rubbish: All wood waste, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, used and discarded mattresses, used and discarded

clothing, used and discarded shoes and boots, waste paper and other products such as those used for packaging or wrapping, crockery and glass, ashes, floor sweepings, and mineral or metallic substances.

- (I) Yard Waste: All tree trimmings, grass cuttings, plants, weeds, leaves, dead trees or branches thereof, sawdust, limbs less than one inch (1") in diameter, brush, or clippings.

### **III**

#### **EQUIPMENT AND PERSONNEL**

- 3.01. CONTRACTOR will furnish, during the period of this Agreement, a sufficient number of all metal, water-tight "packer-type" trucks with sufficient operators and workmen for each to collect and dispose of all refuse from residential homes. All equipment shall be in good working order and condition. All equipment shall bear the name of CONTRACTOR and CONTRACTOR's telephone number, which shall be displayed on such equipment in a clear, legible manner on each side. Though CONTRACTOR may service two sides of a street simultaneously, trucks may not be operated by "zigzagging" from side to side on the streets within DISTRICT.
- 3.02. All CONTRACTOR personnel on the service trucks must wear uniforms identifiable as CONTRACTOR employees, save and except during emergency situations (such as after a storm or other "Act of God," or immediately after a holiday when trash volumes may run especially high and require the addition of temporary personnel to complete routes in a timely manner). CONTRACTOR will assure the presence of at least one English-speaking employee on each service truck. CONTRACTOR's employees will not take breaks or lunch in DISTRICT's subdivisions.

### **IV**

#### **OFFICE HOURS**

- 4.01. CONTRACTOR shall maintain and staff an office Monday through Friday, 8:00 a.m. to 5:00 p.m., for the DISTRICT or individual residents to communicate, discuss, and refer any complaints arising in connection with such collection and disposal service.

### **V**

#### **COLLECTION**

- 5.01. CONTRACTOR shall, upon DISTRICT's request, prior to commencement of service under this Agreement and prior to any alteration in the collection schedule as allowed hereunder, notify each resident of the collection schedule (or alteration thereof) and the address and telephone number of CONTRACTOR.
- 5.02. CONTRACTOR shall collect and properly dispose of all residential refuse from all single- family residential units used for residential purposes, twice each week, **Curbside on TUESDAY and FRIDAY**, except when a holiday occurs on either service day, in which event the pick-up scheduled for that day will be postponed until the next scheduled collection day, and except for emergencies resulting from "Acts of God" or where proper payment has not been received. CONTRACTOR may not alter the days of refuse collection services without the written permission of the DISTRICT. CONTRACTOR reserves the right to change or alter the times and routes of collection, but not the days, provided that DISTRICT is given written

notification of the changes. CONTRACTOR agrees that should CONTRACTOR fail to collect on the days and times herein specified, unless approval has been granted by the DISTRICT or due to an "Act of God," CONTRACTOR will credit the DISTRICT with a prorated amount equal to one service day and still collect all trash volumes on the next regularly scheduled collection day.

- 5.03 CONTRACTOR will collect garbage from all private residences within DISTRICT's service area. Each resident will be limited to two (2) cans for disposal not exceeding ninety-five (95) gallons combined.
- 5.04. Garbage containers shall be placed so they are accessible from the driveway. If the member is infirmed, the member will sign a release, absolving CONTRACTOR from all manner of claims, damages, and losses in the performance of this garbage collection service, and garbage will be picked up at a location mutually agreed upon.
- 5.05. All bulky waste and bundles also shall be placed within five feet (5') of the roadway, as practicable, without interfering with or endangering the movement of vehicles or pedestrians, and shall be collected on Friday of each week. If construction work is being performed in the right-of-way, containers, bags, bundles, or items of bulky waste shall be placed as close as practicable to an access point for the collection vehicle. CONTRACTOR may decline to collect any container not so placed or any garbage or yard waste not in an approved container or bundle.
- 5.06. Putrescible waste material shall have priority collection should the community suffer the consequences of severe weather conditions. Normal collection of non-putrescible waste will commence once the initial health threat has been addressed. Structural debris, uprooted trees, roofing material, and other storm-generated debris are outside the services contracted for in this Agreement. CONTRACTOR shall make every effort to work with the DISTRICT to provide additional services if needed.
- 5.07. It shall be the responsibility of the residents to place refuse at the proper location at or before **7:00 a.m.** on a regularly scheduled collection day and comply with the following:
  - (a) All non-containerized tree trimmings, bundles, and bulky waste must be brought to the curbside; and
  - (b) Bulky waste shall be collected on Tuesday and Friday each week unless these items involve a special scheduled collection.
- 5.08. Items that will be **excluded** from the waste collection services shall include the following:
  - (a) All waste, except as otherwise provided in this Agreement that is not placed at the curbside;
  - (b) Concrete, dirt, bricks, batteries, cross ties, rocks, tires, and logs and stumps over six (6) inches in diameter;
  - (c) Contractor/Construction debris and scrap building materials (such materials should be removed by people performing work; if minor repair work is completed by residents themselves, small amounts of materials will be

collected if the materials meet general guidelines regarding lengths, weights, etc. Such amounts must be reasonable);

- (d) Demolition waste from vacant or improved properties prior to occupancy;
  - (e) Sizable amounts of trees, brush, or debris cleared from properties, including but not limited to clearing in preparation for construction;
  - (f) Contractor waste;
  - (g) Household hazardous waste including but not limited to pool chlorine and other chemicals, fertilizer, pesticides, paint, oil, or other petroleum products, and medical sharps or waste. Refrigerator items, air conditioning units, or any items containing Freon must have CFCs recovered and be tagged by a certified specialist prior to disposal.
- 5.09. CONTRACTOR will make no collections before **7:00 a.m.** or after **3:00 p.m.** unless at least one Director of DISTRICT has been notified for approval.
- 5.10 CONTRACTOR shall provide gratuitous trash service on each service day to all DISTRICT facilities as requested by the DISTRICT.
- 5.11 Should CONTRACTOR be unable to collect the trash at any DISTRICT residential address, CONTRACTOR shall leave a tag at the address, indicating the reason for no collection.

## **VI** **INSURANCE**

- 6.01 CONTRACTOR shall maintain in full force and effect during the term of the Agreement worker's compensation insurance in accordance with the worker's compensation statutes of the State of Texas, automobile liability, employer's liability, and property damage insurance. All insurance shall be written by an insurance company for policy limits acceptable to DISTRICT. Prior to the commencement of the Agreement, CONTRACTOR agrees to furnish DISTRICT certificates of insurance on an annual basis to the effect that such insurance has been procured and is in force. The sample Verification of Insurance form is attached hereto.
- 6.02 Notice of cancellation of such policy shall be given to DISTRICT not less than thirty (30) days prior to the cancellation date.
- 6.03 For the purpose of this Agreement, CONTRACTOR shall carry the following types of insurance in the minimum limits as specified below:

<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>
Worker's Compensation	Statutory
General Liability	\$1,000,000
Employer's Liability	\$1,000,000
Vehicle Liability	\$1,000,000 combined single limit

## **VII**

### **INDEMNITY**

- 7.01 Indemnification. The CONTRACTOR (hereto the "Indemnifying Party") agrees to indemnify and save harmless the other party hereto and its parent corporations, subsidiaries, and affiliates and the officers, directors, shareholders, agents, employees, and attorneys thereof from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement, court costs, reasonable attorneys' fees and expert witness and consultation fees), caused by or resulting from (i) any negligent or willful act or omission of the Indemnifying Party, its agents, or employees in connection with this Agreement, or (ii) a breach by the Indemnifying Party of any of the covenants, agreements, representations, or warranties of the Indemnifying Party set forth in this Agreement.

## **VIII**

### **REPORTS**

- 8.01 Upon request, CONTRACTOR shall submit periodic reports and special reports to DISTRICT as may be deemed reasonable. CONTRACTOR shall submit a monthly complaint report to the DISTRICT that shall include the address of the complainant, the nature of the complaint, and the resolution of same.

## **IX**

### **DEFAULT AND TERMINATION**

- 9.01 Failure by either party to perform pursuant to the terms of this Agreement shall be deemed a breach of agreement.
- 9.02 The DISTRICT shall have the right to terminate the agreement at any time upon thirty (30) days written notice to CONTRACTOR if the DISTRICT, in its sole discretion, has determined that the CONTRACTOR's performance of collection and disposal services has been unsatisfactory and remained unsatisfactory after giving the CONTRACTOR a reasonable time within which to remediate provided, however, that the DISTRICT has first given the CONTRACTOR written notice that its performance has been and remains unsatisfactory after notice and after allowing a reasonable amount of time within which to cure and an opportunity to appear before the board of directors of the DISTRICT to discuss its performance and explain any actions taken or planned to improve its performance.
- 9.03 Notwithstanding anything else in this Agreement to the contrary, in the event that the CONTRACTOR's record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of its obligations hereunder, in the opinion of the DISTRICT and regardless of whether the CONTRACTOR has corrected each individual condition of default, CONTRACTOR shall be deemed by DISTRICT to be habitual violator, shall forfeit the right to further notice of cure period, and all said defaults shall be considered cumulative and shall constitute an irredeemable default. DISTRICT shall thereupon notify the CONTRACTOR of termination of this Contract, effective upon the dates specified in such notice.



- 9.04 In the event DISTRICT is in breach of any terms or conditions set forth in this Agreement, CONTRACTOR shall give the DISTRICT written notice by certified mail of such default, which shall be sent to the DISTRICT at the address for notification. If the DISTRICT does not remedy the default within thirty (30) days of its receipt of such notice, further performance by CONTRACTOR is excused until such time as the default is remedied, and CONTRACTOR may terminate this Agreement effective immediately. In the event that an event of Force Majeure continues unabated for a period of sixty (60) days and renders CONTRACTOR unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then CONTRACTOR shall have the right to terminate this Agreement and shall not have any liability to the DISTRICT due to such Force Majeure or such termination.

## **X**

### **COMPLIANCE WITH ALL LAWS**

- 10.01 CONTRACTOR agrees to conform to and abide by all of the rules, regulations, and ordinances governing the collection, hauling, and disposal of refuse, provided that the terms of this Agreement shall govern where there exists conflicting ordinances of Harris County, Texas on the subject. CONTRACTOR shall abide by the most restrictive rules, regulations, and ordinances of the DISTRICT or CITY.
- 10.02 CONTRACTOR agrees to conform to and abide by all of the valid rules, regulations, and ordinances of any city or other jurisdiction through which refuse may be hauled or disposed of and govern the collection, hauling, and disposal of said refuse.
- 10.03 CONTRACTOR agrees, when refuse is hauled to or through the unincorporated territory of any county, to conform to and abide by all rules, regulations, and ordinances of any county governing the collection, hauling, and disposal of said refuse.
- 10.04 CONTRACTOR agrees to abide by all applicable federal laws including, without limitation, the Occupational Safety and Health Act and the laws of the State of Texas.

## **XI**

### **COMPENSATION**

- 11.01 CONTRACTOR agrees to receive and accept from the DISTRICT per month, **\$18.50 per home** to be BILLED Monthly to the DISTRICT according to the number of occupied residential meters as reported by the DISTRICT. The DISTRICT is a homeowners' DISTRICT with approximately 551 homes or lots.

## **XII**

### **ESCALATION CLAUSE**

- 12.01 CONTRACTOR shall hold firm the current rates set forth in this Agreement during the entire of this Agreement with no annual increases in the second (2nd) and subsequent years of this Agreement as set forth herein.



### **XIII TERM**

- 13.01 The initial term of this Agreement shall be for the period commencing on and including the **1<sup>ST</sup> day of January 2019** and expiring on but including the **31<sup>st</sup> day of December 2023**.
- 13.02 Following the aforementioned expiration date, this Agreement will extend for additional one (1) year periods with the DISTRICT's written approval, each year, at least sixty (60) days before the anniversary date unless CONTRACTOR notifies the DISTRICT in writing at least sixty (60) days prior to the expiration of this Agreement of its intent not to renew this Agreement.

### **XIV HOURS**

- 14.01 CONTRACTOR shall collect residential refuse and shall service all residential homes within the DISTRICT each week. Refuse service shall be extended between the hours of **7:00 a.m.** and **7:00 p.m.**, except (i) upon mutual agreement by DISTRICT and CONTRACTOR or (ii) when CONTRACTOR reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances or emergency. Collection not completed on normally scheduled collection days will be completed on the following business day excluding holiday procedures or "Acts of God."

### **XV HOLIDAYS**

- 15.01 The following federal holidays shall be holidays for the purposes of this Agreement:

New Year's Day  
Memorial Day  
Labor Day

Thanksgiving Day  
Christmas Day  
Independence Day

- 15.02 CONTRACTOR may observe any or all of the federally observed holidays by suspension of collection services on the above holidays. The collection scheduled for that day will be postponed until the next regularly scheduled service day.

### **XVI COMPLAINTS AND REPORTS**

- 16.01 All complaints may be made directly to CONTRACTOR and shall be given prompt and courteous attention. CONTRACTOR shall log all complaints and shall note the name, address, time of day, and date of telephonic complaint, either manually or by computer. In the case of alleged missed scheduled collections, CONTRACTOR shall investigate and, if such allegations are verified, shall arrange for the collection of such refuse within twenty-four (24) hours after the complaint is received. CONTRACTOR will provide a monthly complaint log to the DISTRICT, including the address of the person complaining, the nature of the complaint, and the resolution of same.

**XVII**  
**MISCELLANEOUS**

- 17.01 Assignment: This Agreement shall not be assigned or the work subcontracted without the prior written consent of DISTRICT (EXCEPTION: CONTRACTOR may subcontract without prior consent in order to comply with Section 5.06 above). In the event of any such assignment, the assignee shall assume and be bound by all the covenants and obligations of CONTRACTOR as stated herein.
- 17.02 Disposal: Refuse will be collected, transported, and deposited at Texas Commission on Environmental Quality (TCEQ) approved sanitary landfills.
- 17.03 Emergencies: CONTRACTOR agrees to use its commercially reasonable efforts to assist the DISTRICT in the event of an emergency situation on such terms and conditions as may be mutually agreed between CONTRACTOR and the DISTRICT.
- 17.04 Hauling: All refuse hauled by CONTRACTOR shall be contained, tied, or enclosed so that leaking, spilling, or blowing is prevented.
- 17.05 Non-Discrimination: CONTRACTOR agrees to abide by all applicable federal and state laws with respect to nondiscrimination against any person because of race, sex, age, creed, color, religion, or national origin.
- 17.06 Notification: CONTRACTOR shall notify all residents about complaint procedures, regulations, and days for scheduled refuse collection.
- 17.07 Point of Contact: All dealings, contacts, between CONTRACTOR and DISTRICT shall be directed by DISTRICT to the Residential Accounts Manager of CONTRACTOR. CONTRACTOR shall advise DISTRICT of the identity of its Residential Accounts Manager by supplying the name of said individual to DISTRICT, in writing, at DISTRICT's address.
- 17.08 Representations: CONTRACTOR represents and warrants that it has dedicated and made available, and at all times during the term of this Agreement shall keep available, sufficient equipment and personnel to service adequately the garbage collection requirements pursuant to this Agreement. CONTRACTOR shall maintain its current financial solvency and is not now nor will be engaged in proceedings that will lead to Chapter 11 filing for bankruptcy, and if any creditors shall force CONTRACTOR into bankruptcy proceedings, CONTRACTOR shall notify DISTRICT. CONTRACTOR hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of this Agreement by CONTRACTOR, the consummation of the transactions contemplated hereby, and the performance by CONTRACTOR of all the terms and conditions hereof to be performed by it have been duly authorized and approved by all requisite corporate action on the part of CONTRACTOR. The person signing this Agreement on behalf of CONTRACTOR warrants by his signature that he has full authority to enter into this Agreement on behalf of CONTRACTOR. DISTRICT represents that

it has entered this Agreement and that the officers executing this Agreement are duly authorized to act on behalf of DISTRICT.

**XVIII**  
**NOTICES**

- 18.01 Any notices required hereunder shall be deemed given to the parties when mailed via certified mail, postage prepaid, to the parties at the following respective addresses. The parties shall use reasonable efforts to fax such notices on the date they are mailed.

When to the DISTRICT:

Harris County Water Control & Improvement District No. 99  
c/o Johnson Petrov LLP  
2929 Allen Pkwy #3150  
Houston, Texas 77019  
Attention: Alan P. Petrov, Attorney for the District

When to the CONTRACTOR:

Direct Waste Solutions, Inc.  
P.O. Box 11778  
Houston, Texas 77293

**XIV**  
**EXCLUSIVE**

- 19.01 During the term of this Agreement, CONTRACTOR shall have the sole and exclusive permit to provide residential refuse collection, removal, and disposal services for typical household waste as those services have been specifically defined in this Agreement.

**XX**  
**TEXAS LAW TO APPLY**

- 20.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

**XXI**  
**CONSTRUCTION**

- 21.01 Should any one or more of the provisions contained in this Agreement be held to be invalid, illegal, or unenforceable in any respect for whatever reason, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

**XXII**  
**ATTORNEY'S FEES**

- 22.01 If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

**XXIII**  
**ENTIRE AGREEMENT**

- 23.01 This Agreement sets forth the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

**XXIV**  
**INDEPENDENT CONTRACTOR**

- 24.01 CONTRACTOR shall be deemed to be and is an independent contractor. All persons employed by CONTRACTOR in performance of this Agreement shall be deemed to be and will be the employees of CONTRACTOR. The selection, number, compensation, and employment of personnel and all other matters relating to the employment of personnel by CONTRACTOR, the operation of necessary machinery and equipment, and all other matters relating to the performance of its duties and obligations under this Agreement shall be the sole responsibility of CONTRACTOR. Nothing in this Agreement shall be deemed to constitute CONTRACTOR or any of CONTRACTOR's employers or agents to be agent, representative, or employee of DISTRICT.

**XXV**  
**BOYCOTTING ISRAEL**

- 25.01 As required by Chapter 2270, Texas Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" 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.

**XXVI**  
**NO BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS**

- 26.01 As required by Subchapter F, Chapter 2252, Texas Government Code, CONTRACTOR hereby verifies that it is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 806.051, 807.051, or 2252.153, Texas Government Code.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 99**

By:   
Monte Cooper, President

**DIRECT WASTE SOLUTIONS, INC.:**

By:   
Jamal A. Singleton, Manager