

Requisition

Req # 00168006

PO #

Date: 01/06/10

Consent
19858
2/16/10

Bill To: x
x

Vendor : 179337
WASTE MANAGEMENT OF TEXAS, INC.
P.O. BOX 78251
PHOENIX AZ 85062-8251
FAX (956)781-5572

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

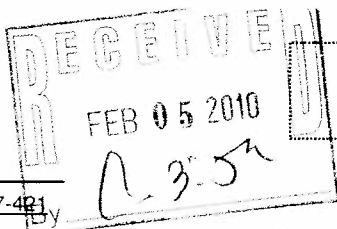
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	COMMERCIAL SERVICE AGREEMENT FOR WASTE COLLECTION PICK-UP FOR PHARR CLINIC 1903 NORHT FIR PHARR, TEXAS	58.71	704.52
12.00		LOCK LID	15.00	180.00
		Account No _____	<u>Encumbrance</u>	
		0-1100-441-00-340-003-0-421	884.52	
			Freight	.00
			Total	884.52
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



South TX



Commercial SERVICE AGREEMENT NON-HAZARDOUS WASTES

Pay. 168006

Last API Date _____
 CUSTOMER ACCT# 717-481
 ACCT. NAME HIDALGO COUNTY HEALTH DEPT
 SERV. ADDR 1903 N FIR
 CITY, ST ZIP PHARR, TX, 78577-1903
 COUNTY/Parish HIDAL
 TEL # (956) 787-1531 FAX (956) 383-3229
 CONTACT JOSIE ESCALANTE / SYLVIA PENA
 E-MAIL sylvia.pena@hchd.org

REASON CODE C R L
 EFFECTIVE DATE 1/1/2010 SIC Code 9111 - Executive
 BILL. NAME HIDALGO COUNTY HEALTH DEPT
 BILL. ADDR 1304 S 25TH AVE
 CITY, ST Zip EDINBURG, TX, 78542-7205
 COUNTY/Parish _____
 TEL # (956) 787-1531 FAX (956) 383-3229
 CONTACT JOSIE ESCALANTE / SYLVIA PENA
 E-MAIL sylvia.pena@hchd.org

EQUIPMENT/SERVICE SPECIFICATIONS -

NEW Loc.	Sys	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*		
									M	T	W	Th	F	S	S			
		1	3FL	Y	N	N	1											\$ 58.71 / mth.
			LKF															\$ 15.00 / mth.
																		\$ / mth.
																		\$ / mth.

Enter Map Code/ Driver Notes/Cross Roads/Container Description Here **Total** \$ \$73.71 / mth.

OLD Loc.	Sys	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*		
									M	T	W	Th	F	S	S			
		1	3FL	Y	N	N	1											\$ 58.71 / mth.
			LKF															\$ 15.00 / mth.
																		\$ / mth.
																		\$ / mth.

To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this Agreement:

Container pull/push out required?	No (Yes/No)	* A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.	Total \$ 73.71 / mth.
Container behind gate or enclosure?	No (Yes/No)		
Customer's Waste Materials does not exceed an average weight of	70 lbs/yard		
		Net Change \$ / mth.	

Other applicable service terms (including Waste Material composition): _____

CUSTOMER DEPOSIT	
P.O. NUMBER	
JOB NUMBER	
RECEIPT REQUIRED?	No (Yes/No)
TAXABLE	No (Yes/No)
BILL TO ACCT #	
DISPOSAL SITE	

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

-TERMS: DUE UPON RECEIPT-

CUSTOMER	HIDALGO COUNTY HEALTH DEPT		
AUTHORIZED SIGNATURE	<i>X</i>		
TITLE	X	DATE	
NAME (PRINT OR TYPE)	X		
COMPANY	Waste Management Inc.		
AUTHORIZED SIGNATURE	925		
SALESPERSON	Hilda Love	DATE	

SCHEDULE OF CHARGES* (AS REQUIRED)	
Locks	\$ 15.00
Overage Charge	\$ /yard, min 2 yard charge
Extra Pickup Charges *****	
Per Lift	\$ 114.00
Per Yard	\$
Delivery Charge	\$ 85.00
Container Exchange Charge	\$ 125.00
Trip Charge (Unable to Service)	\$
Removal Fee	\$ 85.00
Customer Service Assisted Payment Charge	\$
Franchise Fee	\$
Administrative Fee	\$ 3.00 / Invoice
	\$

[Handwritten signature]



SERVICE AGREEMENT
NON-HAZARDOUS WASTES.

COLLECTION SERVICE AGREEMENT
TERMS AND CONDITIONS

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "waste materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer's completed Waste Profile for such Special Waste has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste or material, or toxic substance, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. TERM. The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional Terms of twelve (12) months each unless either party gives to the other party written notice (See Section 10. Notification) of termination at least sixty (60) days prior to the termination of the then-existing Term.

3. SERVICES GUARANTY. If the Company fails to perform the services described within five (5) business days of its receipt of a written demand from Customer (See Section 10. Notification), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the first page, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to the following uncontrollable circumstances: changes in local, state or federal laws or regulations; imposition of taxes, fees or surcharges; the closure or heavy maintenance of roads used to provide service, and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Written notice of any changes in charges in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties. Written notice of any changes in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the initial Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Term under this Agreement is six or more months, Customer shall pay its most recent full monthly charges multiplied by six; or 2) if the remaining Term under this Agreement is less than six months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the Term. In the event Customer terminates this Agreement prior to the expiration of any renewal Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated

damages in addition to the Company's legal fees: 1) if the remaining renewal Term under this Agreement is three or more months, Customer shall pay its most recent full monthly charges multiplied by three; or 2) if the remaining Term under this Agreement is less than three months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance or non-performance of this Agreement.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's waste, or (2) as a result of the disposal of Customer's waste, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials or caused by Customer's willful or grossly negligent actions.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of or in connection with the performance or non-performance of this Agreement.

9. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) Neither party shall assign this Agreement without the prior written consent of the other party, except that Company may assign this Agreement to any entity affiliated with Company without Customer's consent. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; and (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees.

10. NOTIFICATION. All written notification required by this agreement shall be by Certified Mail, Return Receipt Requested or by facsimile with an automated date and time stamp to the attention of Sales Manager

_____ at the facsimile number for the
Company on the first page.

Customer

(Authorized Signature)

(Title) (Date)



February 02, 2010
wm.com

RECEIVED
HIDALGO COUNTY HEALTH
AND HUMAN SERVICES DEPARTMENT

JOSIE ESCALANTE / SYLVIA PENA
HIDALGO COUNTY HEALTH DEPT
1304 S 25TH AVE
EDINBURG, TX 78542-7205

FEB 05 2010

1304 S. 25th Ave.
Edinburg, Texas 78542

Dear JOSIE ESCALANTE / SYLVIA PENA:

Please find enclosed Service Agreement that we previously discussed. This is a two-page document, so please be sure to review both pages before signing and returning to me via e-mail (hlove@wm.com), fax (866) 484-0845 or mail (address below).

On the Service Agreement, you'll find a summary of the NEW and OLD services and monthly charges we discussed, as well as a "Schedule of Charges As Requested" in the lower right-hand corner. These are NOT recurring charges and will only be applied to your account if you request one of the services (e.g., an extra pick-up or container exchange).

Please contact me at (662) 407-4167 if you have any questions or need any additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Hilda".

Hilda Love
Account Manager
Waste Management, Inc.
P.O. Box 2475
Tupelo, MS 38801