

**ENVIRONMENTAL SERVICES AGREEMENT (\*modified)**

This Services Agreement ("Agreement"), which includes any exhibits attached to it, is made as of the date shown below between **Hidalgo County**, with offices at 1212 South 25<sup>th</sup> Street, Suite B, Edinburg, TX 78539, ("you", "your") and Veolia ES Technical Solutions, L.L.C., with offices at 1800 South Highway 146, Baytown, TX 77520, ("we", "us", "our").

1. **SERVICES PROVIDED.** We will provide you with analytical, collection, management, transportation, disposal and/or recycling services for your waste materials ("Waste Material(s)") described in Waste Profile Sheets ("Profile Sheet(s)"). In addition, we agree that, when you seek the services of a company affiliated with us, we will arrange for that affiliated company to provide those services under the terms and conditions of this Agreement, so long as the affiliated company agrees to be bound by those same terms and conditions. You warrant that the Profile Sheet will contain a true and correct description of your Waste Material and that such Waste Material will conform to this description. In the case of Universal Wastes (as defined by 40 CFR 273.9), you must provide us with an accurate piece count for each of the items being shipped to us (lamps, bulbs, monitors, etc.). In the absence of the piece count on the shipping documents, the piece count made by us at the receiving facility shall be conclusive and final.

In the case of shipments of Universal Waste, we are authorized and hold the requisite permits to receive such Universal Waste at the facilities that will receive Universal Waste from you, all in conformance with 40 CFR 273.18(d), 40 CFR 273.38(d), and 40 CFR 264.12(b).

If your Waste Material does not conform to the descriptions in the Profile Sheet ("Non-conforming Waste"), we can, at our option, return it to you or require you to remove and dispose of the Non-conforming Waste at your expense, and reimburse us for any expenses we have incurred. In the event we perform services on your premises, you will provide us with a safe workplace, and if we request that work areas be secured, you will be solely responsible for securing such work areas and for preventing anyone other than our personnel from entering the designated work areas.

If you package waste for shipment to us, you shall package such waste in accordance with U.S. Department of Transportation and all other applicable federal, state and local statutes, ordinances, laws, orders, rules and regulations.

\*2. **INDEMNIFICATION.** To the extent allowed by the Constitution and the laws of the State of Texas, we agree to indemnify, defend and save you harmless from and against any and all losses and liabilities which you incur or 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, (1) to the extent caused by our breach of this Agreement or any negligent act, negligent omission or willful misconduct of us, our employees, agents, contractors or anyone acting on our behalf, which occurs during the management, collection or transportation of your Waste Materials, or (2) as a result of the disposal of your Waste Materials in a facility owned by us or our affiliated companies, provided that, with regard to both (1) and (2) above, our indemnification obligations will not apply to occurrences involving Non-conforming Waste. To the extent allowed by the Constitution and the laws of the State of Texas, you agree to indemnify, defend and save us harmless from and against any and all losses and liabilities which we may incur or 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 your breach of this Agreement or by any negligent act, negligent omission or willful misconduct of you, your employees, agents, contractors or anyone acting on your behalf in the performance of this Agreement.

\*3. **FEES.** You agree to pay us the fees set forth in Exhibit A or in any pricing document either signed by or otherwise consented to by the parties relating to the work performed by us under this Agreement in accordance with the payment terms of our invoice. This pricing document may include a fuel surcharge based on a nationally-recognized fuel pricing index. You agree to pay interest on any past due amounts at 1-1/2% per month or the maximum rate allowed by law, whichever is less. We may increase our fees from time to time to reflect changes in regulations, taxes, the CPI, disposal fees and fuel prices, plus a reasonable margin. Subject to your approval, the fees may be adjusted for other reasons. We will notify you in writing of fee increases before they go into effect. You can accept fee increases verbally, in writing or by your actions, such as your request for services under this Agreement after being notified of a fee increase. You and we agree that changes to the initial scope of services are best made in writing. However, the parties acknowledge that there may be circumstances when a written change order may not be sensible or possible. If you or your representative (whom we believe in good faith is authorized by you) requests us to perform services which are not part of the initial scope of Services and we agree to perform those additional services, you agree that the request and our acceptance will constitute a change order and the fees shall be adjusted accordingly. You and we agree that, as soon as convenient thereafter, the parties will put the change order Services in writing, to be signed by the parties. New customers of our Electronics Recycling division placing orders under \$300USD shall pay by credit card.

4. **TERM.** The term of this Agreement will be for one year from the date below, and will be automatically renewed for successive one-year terms. Either of us may terminate the Agreement by giving the other 30 days' written notice of termination.

5. **MISCELLANEOUS.** This Agreement will be governed by the laws of the state in which services are performed, and is binding on the successors and assigns of both of us. The warranties and indemnification made by each of us will survive termination of this Agreement. Both parties expressly stipulate that, to the extent allowed by law, any documents contemplated pursuant to this Agreement may be executed and become effective by affixing an electronic signature in the appropriate location and transmitting such electronically signed document to the other party. Such electronic signature shall be deemed to be an original signature and any document bearing an electronic signature shall be deemed to be a valid document bearing a signature affixed by hand.

The prevailing party will be entitled to reasonable attorneys' fees and court costs in any legal action relating to this Agreement which may arise between the parties. This Agreement supersedes any prior Agreements between us for locations and services covered by this Agreement, except for prior indemnifications and warranties. In the event of a conflict between the terms and conditions appearing on your purchase orders or other form order documents, this Agreement shall govern.

During the term of this Agreement and for one year thereafter, you agree to refrain from actively recruiting our employees who are involved in the performance of Services hereunder. In addition, you acknowledge and understand that we have invested considerable time and financial resources in locating, training and maintaining the most professional staff available in the industry. You also acknowledge that actual money damages would be difficult to ascertain and that breach of this non-solicitation clause would cause us significant harm. You therefore agree that in the event of a breach of this clause, you will pay liquidated damages to us in an amount equal to one year's salary of the employee(s) who is/are hired by you in breach of this clause.

**IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.**

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties:

CUSTOMER

VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_