

AI-94909

Purchasing Department 13. L. 1.

**CC CONSENT AGENDA SPECIAL  
MTG**

**WIC**

**Meeting Date:** 04/16/2024

**Submitted For:** Ignacio Amezcua,  
PURCHASING DEPT.

**Submitted By:** Cassandra Carr

**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

A. Requesting authority to close current customer service agreement for Hidalgo County WIC Dept. at the following locations 708 E Edinburg Ave, Elsa, TX and 3513 E Main Ave, Alton, TX with Republic Services, Inc., for waste management services.

B. Requesting authority to enter into two (2) new service agreements for waste management services and purchase of lock bars with Republic Services, Inc., for the following Hidalgo County Departments:

WIC Dept- ELSA location	708 E Edinburg Ave, Elsa, Texas
WIC Dept- ALTON location	3513 E Main Ave, Alton, Texas

**BACKGROUND**

Project No. 24-0039

Current containers need to be replaced because they are not compatible for lock bars being purchased. New containers are compatible with lock bars.

Current WIC service agreement under AI-72673 is being closed in order to create a new one for department invoicing purposes. Health Department service agreement under AI-72673 remains as is.

Current service agreement under AI-4029, No. 5, is being closed in order to create a new one for department invoicing purposes. Other departments under AI-4029 remain as is.

As per previous service agreement, 30-day notice is not required for these actions and current proposal will be honored.

**Fiscal Impact**

**CALENDAR YEAR:** 2024

**ACCT. #:** 4-1292-441-00-350-001-4-421

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 4/12/2024

**Attachments**

Agreements to Close

Service Agreements to Open

1295 Exempt  
Previous Supporting Documentation  
Legal Approval

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing / Internal	Ignacio Amezcua	04/10/2024 04:45 PM
Purchasing / Internal	Ignacio Amezcua	04/11/2024 03:12 PM
Budget & Management	Veronica Ortiz	04/11/2024 04:20 PM
Final Approval	Monica Salinas	04/12/2024 05:29 PM
Form Started By: Cassandra Carr		Started On: 04/10/2024 10:10 AM
Final Approval Date: 04/12/2024		

- 6. AI-94833 Requesting approval to pay the following invoice as submitted by Brownstone Consultants for construction project management services in connection with the Hidalgo County El Paraiso Health Clinic Project.

Work Authorization #	PO #	Invoice #	Invoice Date	Amount
1	853570	4155089	04/01/24	\$8,320.51

**J. Sheriff's Office:**

- 1. AI-94967 1. Requesting approval of the following Change Directive in connection with the Renovations and Repairs to the Leased Willacy County Detention Facility project (C-22-0661-05-30) from the contracted vendor, Noble Texas Builders, LLC:

Description	Total Amount
Change Directive No. 32 - Walk-In Cooler Additional Repairs	\$18,970.00

2. Requesting authority for the HC Sheriff or the County Judge to sign all required documentation.

- 2. AI-94939 Requesting authority to exercise the first (1st) one (1) year contract extension with Network Communications International Corp. dba NCIC Inmate Communications, Inc. for "Inmate Pay Telephone System and Services" (C-21-134-11-30), under the same rates, terms, and conditions.

- 3. AI-94839 Requesting approval of the solicitation packet for "Polygraph Examiner" (RFB 24-0102) with authority to advertise and re-advertise if necessary.

**K. Tax Office:**

- 1. AI-94849 Requesting approval of the solicitation packet for "Printing and Mailing of Tax Statements and Envelopes" (RFB-24-0032) with authority to advertise and re-advertise if necessary.

**L. WIC:**

**APPROVED**

- 1. AI-94909 A. Requesting authority to close current customer service agreement for Hidalgo County WIC Dept. at the following locations 708 E Edinburg Ave, Elsa, TX and 3513 E Main Ave, Alton, TX with Republic Services, Inc., for waste management services.  
B. Requesting authority to enter into two (2) new service agreements for waste management services and purchase of lock bars with Republic Services, Inc., for the following Hidalgo County Departments:

WIC Dept- ELSA location	708 E Edinburg Ave, Elsa, Texas
WIC Dept- ALTON location	3513 E Main Ave, Alton, Texas

- 2. AI-94733 Requesting approval to renew the burglary alarm permit for the Pharr WIC Clinic #2, with a renewal fee of \$15.00 for a twelve (12) month period as required by the City of Pharr.

**INVOICE TO**

CUSTOMER NAME: HIDLAGO COUNTY HEALTH DEPT WIC  
 ATTN: Azael Munoz  
 ADDRESS: 3105 W STATE HIGHWAY 107  
 Wic Clinic  
 CITY: EDINBURG, TX  
 STATE:  
 ZIP CODE: 78539-9406  
 TEL. NO. (956) 386-4646 FAX NO.:

**SITE LOCATION**

SITE NAME: HIDLAGO COUNTY HEALTH DEPT WIC  
 ADDRESS: 708 E Edinburg Ave Wic Clinic  
 CITY: Elsa, TX  
 STATE:  
 SUITE:  
 ZIP CODE: 78543  
 TEL. NO. (956) 386-4646 FAX NO.  
 AUTHORIZED BY: Azael Munoz TITLE:  
 CONTACT: Azael Munoz TITLE:

Customer Service Agreement



AGREEMENT NUMBER: A910844166

ACCOUNT NUMBER: 863-1410251

EMAIL: [azael.munoz@wic.co.hidalgo.tx.us](mailto:azael.munoz@wic.co.hidalgo.tx.us)

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N	1	FL	3.0 Yd(s)	N	1	P	N	1/ 1/W				N	AA81	3/18/2024							
O	1	FL	3.0 Yd(s)	N	1	P	N	1/ 1/W				N	AA81	3/17/2024							

BFI Waste Services of Texas, LP DBA Allied Waste Services of Rio Grande Valley, Republic Services of Rio Grande Valley

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

BY : \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

COMMENTS:  
**Delivery Notes:**  
 Safety: No Safety Concerns  
  
Additional Items:

See reverse for Terms and Conditions

**INVOICE TO**

CUSTOMER NAME HIDALGO COUNTY WIC  
 ATTN Azael Munoz  
 ADDRESS 3105 W STATE HIGHWAY 107  
 CITY EDINBURG, TX  
 STATE  
 ZIP CODE 78539-9406  
 TEL. NO. (956) 386-4646 FAX NO.

**SITE LOCATION**

SITE NAME ALTON WIC CLINIC  
 ADDRESS 3513 E MAIN AVE  
 CITY ALTON, TX  
 STATE  
 SUITE  
 ZIP CODE 78573  
 TEL. NO. (956) 386-4646 FAX NO.  
 AUTHORIZED BY Azael Munoz TITLE  
 CONTACT Azael Munoz TITLE

## Customer Service Agreement



AGREEMENT NUMBER A910843865

ACCOUNT NUMBER 863-208116

EMAIL : [azael.munoz@wic.co.hidalgo.tx.us](mailto:azael.munoz@wic.co.hidalgo.tx.us)

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N	1	FL	6.0 Yd(s)	N	1	P	N	1/ 1/W				N	AA81	3/18/2024							
O	1	FL	6.0 Yd(s)	N	1	P	N	1/ 1/W				N	AA81	3/17/2024							

BFI Waste Services of Texas, LP DBA Allied Waste Services of Rio Grande Valley, Republic Services of Rio Grande Valley

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The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

BY : \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

COMMENTS:  
**Delivery Notes:**  
 Safety: No Safety Concerns  
 Additional Items:

See reverse for Terms and Conditions

## TERMS AND CONDITIONS

- 1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.
- 2. RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.
- 3. TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.
- 4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).
- 5. DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.
- 6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.
- 7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures)). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.
- 8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waster, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.
- 9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.
- 10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.
- 11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**
- 12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**
- 13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

**14. LIQUIDATED DAMAGES.** If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**15. RIGHT OF FIRST REFUSAL.** Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

**16. COMMUNICATIONS.** To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to [contractnotice@republicservices.com](mailto:contractnotice@republicservices.com). If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

**17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER.** (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

**18. MISCELLANEOUS.** (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

**19. CONTAINER REFRESH.** If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

**20. RECYCLABLES.** If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

**21. ROLL-OFF.** Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

**22. EQUIPMENT RENTAL.** Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

**MAINTENANCE.** Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installation requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

**CUSTOMER'S OBLIGATIONS.** Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

**DISCLAIMER OF WARRANTIES; DAMAGES.** COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT,

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

**23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES.** Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

**ADDITIONAL DEFINITIONS.** The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

**BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Box Mail-Back Services, the following additional terms shall apply:

**Pre-Payment; No Refunds.** Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

**Expiration of Boxes.** Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

**Safe Packaging Obligation.** Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

**Electronic Material Specifications.** With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

**Bulbs & Batteries Specifications.** With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

**PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

**Safe Packaging Obligation.** Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

**Electronic Material Specifications.** With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

**FULL SERVICE (Electronic Material).** There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

[REDACTED]

DATE:

[REDACTED]

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON APRIL 16, 2024.**

**Agenda Item No. 94909**

**Executive Office:** \_\_\_\_\_

**VENDOR:**  
Republic Services

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
Republic Services Representative

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**  
Office of the Criminal District Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
Michelle Lopez, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**  
(If Applicable)

**SUPPLEMENTAL SIGNATURES:**  
(If Applicable)

NYSE - Nasdaq Real Time Price • USD

# Republic Services, Inc. (RSG)

☆ Follow

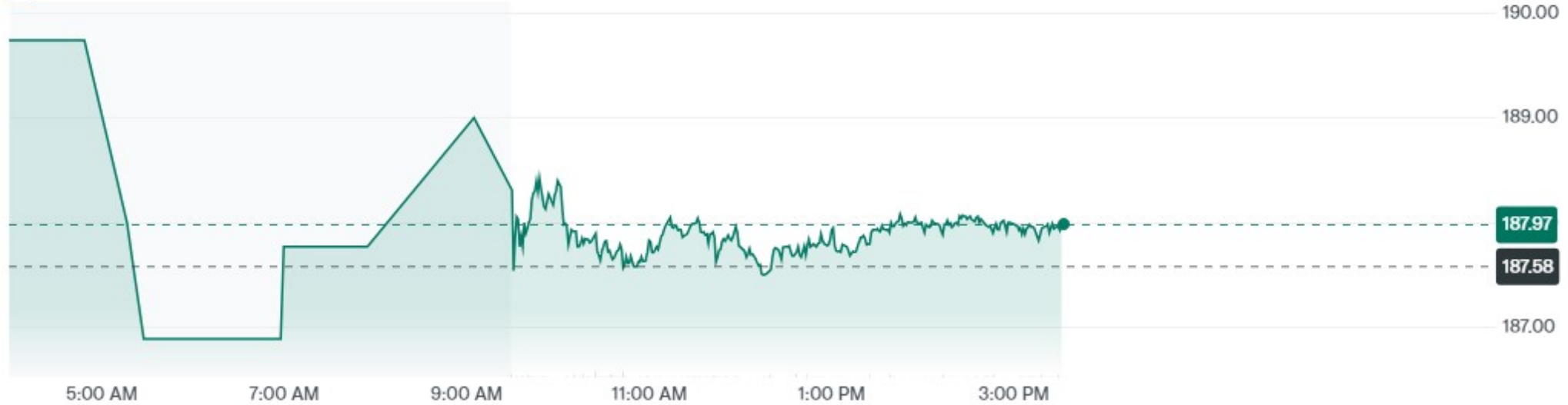
## 187.97 +0.39 (+0.21%)

As of 3:31 PM EDT. Market Open.

1D 5D 3M 6M YTD 1Y 5Y All

Mountain ▾

↗ Advanced Chart



Previous Close	187.58	Day's Range	187.46 - 188.48	Market Cap (intraday)	59.139B	Earnings Date	Apr 25, 2024 - Apr 29, 2024
Open	188.28	52 Week Range	127.69 - 192.57	Beta (5Y Monthly)	0.68	Forward Dividend & Yield	2.14 (1.14%)
Bid	187.82 x 1100	Volume	487,967	PE Ratio (TTM)	34.30	Ex-Dividend Date	Apr 1, 2024
Ask	187.89 x 900	Avg. Volume	1,136,866	EPS (TTM)	5.48	1y Target Est	202.13

▾ Republic Services, Inc. Overview - Waste Management / Industrials



Cassandra Carr <cassandra.carr@co.hidalgo.tx.us>

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## Re: 24-0039 Purchase of Lock Bars for 6 Yd Containers

1 message

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**Michelle Lopez** <michelle.lopez@da.co.hidalgo.tx.us>

Wed, Apr 10, 2024 at  
4:47 PM

To: Cassandra Carr <cassandra.carr@co.hidalgo.tx.us>

Cc: Robert Vina <robert.vina@da.co.hidalgo.tx.us>, Josephine Ramirez  
<josephine.ramirez@da.co.hidalgo.tx.us>, "Victor M. Garza"

<victor.garza@da.co.hidalgo.tx.us>, Olga Garza <olga.garza@co.hidalgo.tx.us>, Dina  
Trevino <dina.trevino@co.hidalgo.tx.us>

Good Afternoon Ms. Carr,

This office has reviewed 24-0039, Republic Services Proposals for the Elsa and Alton  
WIC clinics and at this time approves as to form.

Thank you,

Michelle Lopez  
Assistant District Attorney  
Civil Litigation Division

On Mon, Apr 8, 2024 at 10:18 AM Michelle Lopez <michelle.lopez@da.co.hidalgo.tx.us>  
wrote:

Good Morning Ms. Carr,

This office has reviewed 24-0039, Republic Services Proposals for the Edinburg and  
Alton WIC clinic and at this time approves as to form.

Thank you,

Michelle Lopez  
Assistant District Attorney  
Civil Litigation Division

On Thu, Mar 14, 2024 at 4:30 PM Cassandra Carr <cassandra.carr@co.hidalgo.tx.us>  
wrote:

Good afternoon Counselors,

Please review the following terms and conditions and approve as to form.

requesting authority/approval for the Precinct Commissioner or designee: Armando Garza Jr., to execute change orders that involve...'an increase or decrease in cost of \$50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18% or more without the consent of the contractor for Contract# C-19-017-08-28-RFV with Earthworks Enterprise, LLC, for the Dicker Road Reconstruction in Precinct No. 2.

G. AI-72724 Approval of Application for Payment No. 29 in the amount of \$3,453.72 for the Pct 2 Regional Linear Park project submitted by contractor, Clore Construction, LLC through Contract C-16-378-02-21 and reviewed by the project engineer, Ricardo Gallaga, P.E.

H. AI-72707 JP Pct 3 Pl 1:  
Approval of One (1) 48 Month (Copier) Capital Lease with G.E. Capital Information Technology Solutions, dba, Ricoh USA, through Hidalgo County's Participation/Membership with DIR Cooperative Contract [DIR-CPO-4435];

Requisition#	Months	Model	Monthly Payment
400988	48	IMC4500	\$254.23

I. AI-72705 Approval of One (1) 48 Month (Copier) Capital Lease with G.E. Capital Information Technology Solutions, dba, Ricoh USA, through Hidalgo County's Participation/Membership with DIR Cooperative Contract [DIR-CPO-4435];

Requisition#	Months	Model	Monthly Payment
401159	48	IMC4500	\$266.43

J. AI-72673 1. Requesting authority to close current customer service agreement for Hidalgo County Health Dept/WIC at the following location 708 Edinburg Ave., Elsa TX with Republic Services, Inc for waste management services.

2. Requesting authority to enter into two new customer service agreements for waste management services with Republic Services, Inc for the following Hidalgo County Departments. With authority for the Health Department and WIC representative to be authorized to sign the agreement on behalf of Hidalgo County.

Health Dept	708 Edinburg Ave Elsa, Texas
WIC Dept	708 Edinburg Ave Elsa, Texas

**APPROVED**

10/28/19  
D.K.S.

K. AI-72716 Requesting clarification on AI-71212 for Anderson Machinery San Antonio, Inc. to read as follows: Heavy Equipment-2015-(Used) Bomag MPH364-R-2 Recycler.

L. AI-72747 Requesting approval to pay invoice # 11327822 in the amount of \$53,267.26 for FM 88 Project (5th St.-FM 1925) - WA#1, as submitted by contracted project engineer, L & G Consulting Engineers, Inc.

M. AI-72748 PCT. #1 (1315):  
Requesting approval to pay invoice #11327793 in the amount of \$44,618.78 for Mile 6 Project (M11-SH107) - WA#1, as submitted by contracted project engineer, L & G Consulting Engineers, Inc.

N. AI-72749 PCT. #1 (1315):

INVOICE TO	
Name	HIDALGO COUNTY HEALTH & HUMAN SERVICES
Attention	JEANETTE PALACIOS
ADDRESS	708 EDINBURG AVE
CITY	ELSA STATE TX
ZIP CODE	78543
TEL NO	956-383-8858 FAX
EMAIL ADDRESS:	JEANETTE.PALACIOS@HCHD.ORG

SITE LOCATION	
SITE:	HIDALGO COUNTY HEALTH & HUMAN SERVICES
ADDRESS:	708 EDINBURG AVE
CITY:	ELSA STATE TX
ZIP CODE:	78543
TEL NO:	956-383-8858 ADDITIONAL NO:
AUTHORIZED P.Y.:	JEANETTE PALACIOS
CONTACT:	JEANETTE PALACIOS ADDITIONAL NO:



**CUSTOMER SERVICE AGREEMENT**

DIVISION	863 HARLINGEN	ID
AGREEMENT NUMBER	C0920DB1	F
ACCOUNT NUMBER		
LEAD SOURCE	M	

N/O	CONT GRP	TYPE	SIZE	C	QTY	ACCT TYPE	C/D	GRID	SERV. FREQUENCY	EST LIFTS	S	P.O. REQ	REC'PT REQ	LF CODE	C/F/V	OPEN/CLOSE DATE	L.O.B	PRE BILL	MONTHLY SERVICE	EXTRA PICK-UPS	EXCHANGE	DELIVERY	EXTRA YARDAGE	REMOVAL	RELOCATE
N	1	FL	3		1	P	N		1/1			Y	N	AA81		8/1/2019	12	N							
Admin Fee:		Y	Fuel Fee:		N	Environmental Fee:		N	Late Fee:		Y	Taxable:		M											

**REPUBLIC SERVICES DBA ALLIED WASTE SERVICES OF HARLINGEN, TX**

HEREINAFTER REFERRED TO AS THE "COMPANY"

**Denise Barrozo** Receptionist 9/20/2019  
 (AUTHORIZED SIGNATURE) (TITLE)

COMMENTS:

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she had read and understands the terms and conditions of this Agreement and that he or she had the authority to sign the Agreement on behalf of Customer.

BY: **Richard F. Cortez** TITLE: **County Judge**  
 (AUTHORIZED SIGNATURE) DATE OF AGREEMENT: **10/22/19**

**Richard F. Cortez** CUSTOMERS NAME (PLEASE PRINT)

**FOR OFFICE USE ONLY**

FRANCHISE ACCOUNT NUMBER	CUSTOMER CATEGORY	CASH TOLERANCE	SUSPEND	CREDIT ANALYST			
ELSA200 3	COMM	NIA		HERNACA6			
SITE NUMBER	CONTRACT EFFECTIVE DATE	TERM	REVIEW DATE	C.P.I.	CONTRACT STATUS	PURCHASE ORDER NUMBR	SIC
	8/1/2019	36	99/99/99	Y	01		
TERRITORY	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMBER	TRANS CODE	REASON CODE	COMPETITOR CODE	
136	HOUSE863		74-6000925-5	01	55	NIA	
RENEW	PRE REVIEW DATE	CREDIT APPROVAL	CREDIT LIMIT	CONTRACT APPROVAL	ENTERED BY	DATE	
Y	99/99/9999						

PLEASE SIGN & DATE TERMS AND CONDITIONS ON PAGE 2.

EXTRA DRIVER NOTE: **DUMPSTER ON SITE**

LEAD SOURCE CODE: **M (MUNICIPAL)**

APPROVED BY  
 COMMISSIONERS' COURT  
 ON: 10/22/19 ms



# SERVICE AGREEMENT

# S7074770

ACCOUNT NO. 0208114  
 NEW ACCOUNT  
 NEW SERVICE LOCATION

LOCATION CODE: 100  
 REINSTATE CUSTOMER  
 CHANGE SERVICE LEVEL

OTHER CHANGE  
 CMS DISTRICT #       

REASON CODE: LMG  
 SALESPERSON: 700  
 SALES TERRITORY:       

### BILLING INFORMATION

CUSTOMER (BUSINESS) NAME Hidalgo County  
 OR: WIC  
 LAST FIRST PREFIX SUFFIX  
 STREET NUMBER: 3105  
 STREET NAME: W. UNIVERSITY DR  
 CITY: EDINBURG STATE: TX  
 ZIP: 78539 PHONE: (956) 381-4646  
 FAX: (956) 381-0007  
 CONTACT: MARGARITA GONZALEZ  
 NUMBER OF INVOICES REQUIRED: 1  
 INV. PAGE BRK BY SERV. LOC.  (Y/N)

### SERVICE LOCATION INFORMATION

CUSTOMER NAME Hidalgo County WIC  
 OR: ALTON WIC CLINIC  
 LAST FIRST PREFIX SUFFIX  
 STREET NUMBER: 5 miles 3513  
 STREET NAME: E. MAIN  
 CITY: ALTON CO.:        STATE: TX  
 ZIP: 78573 PHONE: (956) 519-7159  
 CONTACT: VERONICA RIGAS

### SERVICE DESCRIPTION

LINE NO	BT-SYS-SS	QTY	CONT SIZE	VOL CODE	FREQ	COMP	ON CALL	PICK UP / HAUL RATE	EST HAULS	TC	ZERO TCKT FLAG	EST MNTS	DISP SITE	MIN HAULS	MIN HAUL RATE	MONTHLY EQUIP CHARGES
NEW	09	1	6 YD	YD												
	2			YD												
	3			YD												
OLD				YD												
				YD												
				YD												

OTHER SERVICES: EMERGENCY pick up  
 OTHER CHARGES: LOCK BAR ONE TIME

Rate Based On        LBS/YRDS

CUSTOMER DEPOSIT: REF # 0149732  
 DEPOSIT RETURN DATE:         
 SPECIAL EVENT END DATE:         
 P.O. NUMBER:         
 P.O. AMENDMENT NUMBER:         
 JOB NUMBER:         
 AFFILIATION:       

RECEIPTS REQUIRED:         
 SPECIAL BILLING?:         
 C.O.D.:         
 P.O. DURATION:         
 P.O. EFFECTIVE DATE:        P.O. END DATE: 7-31-11  
 JOB ESTIMATED COMPLETION DATE:         
 SPECIAL INSTRUCTIONS: ONE TIME FEE LOCK BAR

Effective Service Date: 5/28/07

Date of Agreement: 5/24/07

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

**JUAN D. SALINAS III**

(CUSTOMER NAME)

BY (SIGNATURE): [Signature]  
 NAME (PLEASE TYPE OR PRINT): JUAN D. SALINAS III  
 TITLE (PLEASE TYPE OR PRINT): HIDALGO COUNTY JUDGE

**BFI WASTE SERVICES OF TEXAS, LP DBA ALLIED WASTE SERVICES OF RIO GRANDE VALLEY**  
 HEREINAFTER REFERRED TO AS THE "COMPANY"

BY/TITLE: [Signature]

### TERMS AND CONDITIONS

**SERVICES.** Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes, or substances; toxic substances, wastes, or



# SERVICE AGREEMENT

# S7074770

ACCOUNT NO. 0208116LOCATION CODE: 100REASON CODE: LMO NEW ACCOUNT REINSTATE CUSTOMER OTHER CHANGESALESPERSON: 700 NEW SERVICE LOCATION CHANGE SERVICE LEVELCMS DISTRICT #       SALES TERRITORY:       

### BILLING INFORMATION

CUSTOMER (BUSINESS) NAME Hidalgo CountyOR: WIC  
LAST FIRST PREFIX SUFFIXSTREET NUMBER: 3105STREET NAME: W. UNIVERSITY DR.CITY: EDINBURG STATE: TX.ZIP: 78539 PHONE: ( ) - 381 - 4646FAX: ( ) - 381 - 0007CONTACT: MARGARITA CATALANNUMBER OF INVOICES REQUIRED:       INV. PAGE BRK BY SERV. LOC.  (Y/N)CREDIT CODE: LATE CHARGE CODE: 01INVOICE CODE: MAJOR ACCOUNT:  (Y/N)TAX ID EXEMP. NO.: COMB. DISP. & HAUL:  (Y/N)TAX LEVEL CODE: ACCOUNT CLASS: INVOICE SERV. DESC.:  (Y/N)COLLECTION LETTER:  (Y/N)RECEIPTS REQUIRED:  (Y/N)INTERIM BILLING:  (Y/N)CENTRAL BILLING:  (Y/N)

### SERVICE LOCATION INFORMATION

CUSTOMER NAME Hidalgo County WICOR: ALTON WIC CLINIC  
LAST FIRST PREFIX SUFFIXSTREET NUMBER: 5 miles 3513STREET NAME: E. MAINCITY: ALTON CO.:        STATE: TX.ZIP: 78573 PHONE: ( ) - 519 - 7159CONTACT: VERONICA RIGASMKT. SEG: 03 CUST. CAT.: EAGMT. DUR.: 01 (IN MOS.) BILL FREQ.: MCSGN. AGMT.:  (Y/N/R/P) ACCT. TYPE:        (T/P/S) BUS. CAT.:       APPLY TAX:  (Y/N) FUEL CHG.:        (Y/N) FRAN. FEE:       COMP. CODE: ALT CITY CD.: ALTON9 CR. EXG. SC.: ACQ. CODE:        CHAIN CD.:        PRICE LVL.:       SERV. LOC. SORT:        OTH. EQUIP.:  (Y/N) ROGA:       SERV. LOC. COMTS:       SALES TERR.: 900 SPEC. ATTN.:  (Y/N) FACENT. MAIL CODE: S (B/S/X) SPEC. EVNT.: 

### SERVICE DESCRIPTION

LINE NO	BT-SYS-SS	QTY	CONT SIZE	VOL CODE	FREQ	COMP	ON CALL	PICK UP / HAUL RATE	EST HAULS	TC	ZERO TCKT FLAG	EST MNTS	DISP SITE	MIN HAULS	MIN HAUL RATE	MONTHLY EQUIP CHARGES
NEW	1	09	1	6	40	1										
	2				YD											
	3				YD											
OLD	1				YD											
	2				YD											
	3				YD											

OTHER SERVICES: EMERGENCY pick upOTHER CHARGES: LOCK BAR ONE TIME

### RATES CONTROL INCRMTL CHANGE

CUSTOMER DEPOSIT: REF # 0149732DEPOSIT RETURN DATE:       SPECIAL EVENT END DATE:       P.O. NUMBER:       P.O. AMENDMENT NUMBER:       JOB NUMBER:       AFFILIATION:       RECEIPTS REQUIRED? N (Y/N)SPECIAL BILLING? N (Y/N)C.O.D.? N (Y/N)P.O. DURATION:       P.O. EFF. DATE:        P.O. END DATE:       JOB ESTIMATED COMPLETION DATE:       SPECIAL INSTRUCTIONS: ONE TIME FEE LOCK BAR \$50.00Effective Service Date: 5/28/07Date of Agreement: 5/24/07

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

JUAN D. SALINAS III

(CUSTOMER NAME)

BY (SIGNATURE): [Signature]NAME (PLEASE TYPE OR PRINT): JUAN D. SALINAS IIITITLE (PLEASE TYPE OR PRINT): HIDALGO COUNTY JUDGEBFI WASTE SERVICES OF TEXAS, LP DBA ALLIED WASTE SERVICES OF RIO GRANDE VALLEY  
HEREINAFTER REFERRED TO AS THE "COMPANY"BY/TITLE: [Signature]

	BT-SYS-SS	NO.	STD. CHARGE AMOUNT	EFF. DATE	WASTE STR TYP	STD. CHARGES INCRMTL CHANGE	INCREMENTAL REVENUE ESTIMATES (EXCLUDING TEMPORARY)			EXCLUDING STD CHARGE AMOUNT
							BT-SYS-SS	HAUL	DISP	
NEW	09	01		5/28/07		<u>11052</u>				
OLD										

7 2007



# SERVICE AGREEMENT

# S7074770

ALLIED WASTE SERVICES  
ACCOUNT NO. 0208116

LOCATION CODE: 100

REASON CODE: LMA

- NEW ACCOUNT
- NEW SERVICE LOCATION

- REINSTATE CUSTOMER
- CHANGE SERVICE LEVEL

- OTHER CHANGE
- CMS DISTRICT #

SALESPERSON: 100  
SALES TERRITORY:         

### BILLING INFORMATION

CUSTOMER (BUSINESS) NAME Hidalgo County  
OR: WIC  
LAST FIRST PREFIX SUFFIX  
STREET NUMBER: 3105  
STREET NAME: W. UNIVERSITY DR.

CITY: EDINBURG STATE: TX  
ZIP: 78539 PHONE: ( ) - 381 - 4646  
FAX: ( ) - 381 - 007

CONTACT: MARGARITA CONTRERAS  
NUMBER OF INVOICES REQUIRED: 1

INV. PAGE BRK BY SERV. LOC.  (Y/N) TAX LEVEL CODE:   
CREDIT CODE:  ACCOUNT CLASS:   
LATE CHARGE CODE:  INVOICE SERV. DESC.:  (Y/N)  
INVOICE CODE:  COLLECTION LETTER:  (Y/N)  
MAJOR ACCOUNT:  (Y/N) RECEIPTS REQUIRED:  (Y/N)  
TAX ID EXEMP. NO.:  INTERIM BILLING:  (Y/N)  
COMB. DISP. & HAUL:  (Y/N) CENTRAL BILLING:  (Y/N)

### SERVICE LOCATION INFORMATION

CUSTOMER NAME ALTON WIC CLINIC  
OR: ALTON WIC CLINIC  
LAST FIRST PREFIX SUFFIX  
STREET NUMBER: 5 MILES 3513  
STREET NAME: E. MAIN

CITY: ALTON CO.:          STATE: TX  
ZIP: 78573 PHONE: ( ) - 956 - 519 - 7159

CONTACT: VERONICA RIGAS  
MKT. SEG: DB AGMT. DUR.: 01 (IN MOS.) BILL FREQ.: MC CUST. CAT.:   
SGN. AGMT:  (Y/N/R/P) ACCT. TYPE: P (T/P/S) BUS. CAT.:   
APPLY TAX:  (Y/N) FUEL CHG:  (Y/N) FRAN. FEE:   
COMP. CODE: ALL CITY CD.: ALTD19 CR. EXC. SC.:   
ACQ. CODE:          CHAIN CD.:          PRICE LVL.:   
SERV. LOC. SORT:          OTH. EQUIP.:  (Y/N) ROGA:           
SERV. LOC. COMTS:           
SALES TERR.: 900 SPEC. ATTN.:  (Y/N) FA  
CENT. MAIL CODE: LS (B/S/X) SPEC. EVNT.:

### SERVICE DESCRIPTION

LINE NO	BT-SYS-SS	QTY	CONT SIZE	VOL CODE	FREQ	COMP	ON CALL
NEW	1	09	1	6401			
	2			YD			
	3			YD			
OLD	1			YD			
	2			YD			
	3			YD			

OTHER SERVICES: EMERGENCY DILL ON 11050

SPECIAL INSTRUCTIONS: ONE TIME FEE LAK PAID

Effective Service Date: 5/28/07

Date of Agreement: 5/24/07

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

**BFI WASTE SERVICES OF TEXAS, LP DBA ALLIED WASTE SERVICES OF RIO GRANDE VALLEY**  
HEREINAFTER REFERRED TO AS THE "COMPANY"

BY/TITLE: RECEIVED

JUAN D. SALINAS III  
(CUSTOMER NAME)

BY (SIGNATURE): [Signature]

NAME (PLEASE TYPE OR PRINT): JUAN D. SALINAS III

TITLE (PLEASE TYPE OR PRINT): HIDALGO COUNTY JUDGE





## Allied Waste Contract Compliance Contract Initiation Form

Complete shaded boxes in the appropriate section.

### I. To be completed by Sales Rep

Customer name	Hidalgo City (Alton Wick Clinic)
Sales Rep name	R. Alvarez
Contract Initiation Form Completion Date	5/12/07
All standard contract terms in contract or exception approval obtained	<input type="checkbox"/> Approved by: _____ (if necessary)
Contract term greater than one year, or if contract term is less than 1 year, approval obtained: <ul style="list-style-type: none"><li>• GM approval for contracts less than \$1,000/month</li><li>• DM approval for contracts between \$1,000 and \$5,000/month</li><li>• SVP approval for contracts greater than \$5,000/month</li><li>• DSM / DM approval for contracts that guarantee a rate for the first 12 months.</li><li>• DM / RSLM approval for any contract that guarantees a rate for any period greater than 12 months.</li></ul>	<input type="checkbox"/> Approved by: _____ (if necessary)

### II. To be completed by Sales Manager

Sales Manager name	[Signature]
All standard contract terms in contract or exception approval obtained	<input type="checkbox"/>

### III. To be completed by Data Entry Clerk or Sales Coordinator

Data Entry Clerk or Sales Coordinator name	AD 0208116
Date contract information entered into CMS/InfoPro	ENTERED JUL 2 2007
Daily verification report matches contract data in CMS/InfoPro	<input checked="" type="checkbox"/> [Signature]
Dummy file created (optional)	<input type="checkbox"/> (optional)

### IV. To be completed by Sales Coordinator or Sales Manager if Sales Coordinator completed section three

Sales Coordinator or Sales Manager name	[Signature]
Contract initiation process completed	<input type="checkbox"/>

**ALLIED WASTE SERVICES (AW)**

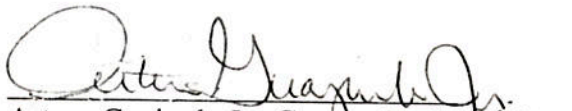
Hidalgo County WIC

***SERVICE AGREEMENT***

*Approved in CC on June 05, 2007*

ATTEST:

HIDALGO COUNTY CLERK  
100 NORTH CLOSNER  
EDINBURG, TEXAS 78539

  
Arturo Guajardo Jr., County Clerk *ccw*



Alonzo "Al" Perez Jr., Mayor  
Victor Hernandez, Mayor Pro-Tem  
Carlos "Cory" Sanchez, Councilman Pl. 1  
Ricardo Sanchez, Councilman Pl.3  
Frances S. Rocha, Councilwoman Pl. 4  
Juan Jose "JJ" Ybarra, City Manager

ELSA WIC CLINIC  
3105 W. UNIVERSITY DR.  
EDINBURG, TX 78539

# NOTICE / AVISO

To: All commercial waste collection customers

Re: Transfer of waste collection billing

From: City of Elsa Utility Billing Department

Date: July 3, 2019

The city's waste collection services provider was recently transferred from ACI to Republic Services. The new company will be assuming the responsibility for billing for their services directly to you and all other business accounts in the city, effective during the August 2019 billing cycle.

Please expect your August waste collection billing to come directly from the service provider. We ask that you contact Republic Services directly at: 800-423-7316 should you have any questions or concerns to this regard.

El proveedor de servicios de recolección de residuos de la ciudad fue transferido recientemente de ACI a Republic Services. La nueva empresa asume la responsabilidad de facturar sus servicios directamente a usted y a todas las demás cuentas comerciales de la ciudad, efectivas durante el ciclo de facturación de Agosto de 2019.

Por favor, espere que su cobro de recolección de desechos de Agosto venga directamente del proveedor de servicios. Le pedimos que contacte a Republic Services directamente en: 800-423-7316 si tiene alguna pregunta o inquietud al respecto.

P.O. BOX 427 ELSA, TEXAS 78543 · PHONE (956) 262-2127 · FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

RECEIVED  
JUL 10 2019  
C.C.

**From:** Barroso, Denise  
**Sent:** Wednesday, August 7, 2019 11:32 AM  
**To:** alexndra.vela@co.hidalgo.tx.us  
**Subject:** FW: Republic Services / Service Agreement

Service agreements are just verification purpose only. This is to inform of rate change.

Thank you,



We'll handle it from here.™  
**Denise Barroso** Customer Reception  
9402 W. Expressway 83  
Harlingen, TX 78552  
e [dbarroso@republicservices.com](mailto:dbarroso@republicservices.com)  
o 800-423-7316  
e-fax 480-718-4461  
w [republicservices.com](http://republicservices.com)

Introducing MY RESOURCE - Visit [www.RepublicOnline.com](http://www.RepublicOnline.com) Schedule a Pickup, Pay Your Bill, Manage your account, and much more from the convenience of your computer or mobile device.

**From:** Barroso, Denise  
**Sent:** Friday, July 26, 2019 3:36 PM  
**To:** mague.gonzalez@wic.co.hidalgo.tx.us  
**Subject:** Republic Services / Service Agreement

Good afternoon,

My name is Denise I am with Republic Services and we are the trash collection provider. You have currently been billed for the services through the City of Elsa, and the City has asked for Republic Services to take that responsibility and billed the customer directly. I am writing you today and attaching an agreement so we can update the account. Please review the document and verify your billing and site information, as well as site contact person and service. Once completed sign and date and return back to this email as soon as possible.

Margarita attached you will find both service agreements one for Elsa and the other for Sullivan.

Thank you,



We'll handle it from here.™  
**Denise Barroso** Customer Reception  
9402 W. Expressway 83  
Harlingen, TX 78552  
e [dbarroso@republicservices.com](mailto:dbarroso@republicservices.com)  
o 800-423-7316  
e-fax 480-718-4461  
w [republicservices.com](http://republicservices.com)

Introducing MY RESOURCE - Visit [www.RepublicOnline.com](http://www.RepublicOnline.com) Schedule a Pickup, Pay Your Bill, Manage your account, and much more from the convenience of your computer or mobile device.





Alexandra Vela <alexandra.vela@co.hidalgo.tx.us>

**Test**

3 messages

**Rodriguez, Omar** <ORodriguez2@republicservices.com> Tue, Sep 3, 2019 at 3:02 PM  
To: "alexandra.vela@co.hidalgo.tx.us" <alexandra.vela@co.hidalgo.tx.us>

Alexandra,

Please let me know if you get this email.

Thanks,

Omar Rodriguez  
Municipal Sales Manager  
Republic Services, Inc.  
956-367-0769

**Alexandra Vela** <alexandra.vela@co.hidalgo.tx.us> Tue, Sep 3, 2019 at 3:03 PM  
To: "Rodriguez, Omar" <ORodriguez2@republicservices.com>

Good afternoon Mr. Rodriguez,

As per our conversation earlier, can you please verify if this two locations have an exclusivity agreement with The Republic Services.

Addresses are as follows:

708 Edinburg Ave, Elsa Texas 78543  
371 E Expressway 83, Sullivan Texas 78595

Thank you,

**Purchasing Department**

Alexandra Vela Contract Specialist II  
alexandra.vela@co.hidalgo.tx.us  
2812 S. Business Hwy 281 Main: 956-318-2626 ext. 4865  
Edinburg, TX 78539 Fax: 956-292-7612

[Quoted text hidden]

**Rodriguez, Omar** <ORodriguez2@republicservices.com> Wed, Sep 4, 2019 at 8:21 AM  
To: Alexandra Vela <alexandra.vela@co.hidalgo.tx.us>

Alexandra,

Yes, Republic Services is the current exclusive provider for solid waste services in the Cities of Elsa and Sullivan.

Thank You,

Omar Rodriguez  
Municipal Sales Manager  
Republic Services, Inc.  
956-367-0769

On Sep 3, 2019, at 3:04 PM, Alexandra Vela <alexandra.vela@co.hidalgo.tx.us> wrote:

Note that (alexandra.vela@co.hidalgo.tx.us) is an external email. Report suspicious emails by clicking on "Report Phishing", or forward to "infosec.phishing@republicservices.com"

[Quoted text hidden]

To: "Rodriguez, Omar" <ORodriguez2@republicservices.com>

Good morning Mr.Rodriguez

As per our conversation this morning, attached are the documents you requested.


Thank you for all your help.



### Purchasing Department

Alexandra Vela Contract Specialist II  
alexandra.vela@co.hidalgo.tx.us  
2812 S. Business Hwy 281 Main: 956-318-2626 ext. 4865  
Edinburg, TX 78539 Fax: 956-292-7612

[Quoted text hidden]

 **republic services09062019094956\_001.pdf**  
1617K

**Rodriguez, Omar** <ORodriguez2@republicservices.com>  
To: Alexandra Vela <alexandra.vela@co.hidalgo.tx.us>  
Cc: "Barroso, Denise" <DBarroso@republicservices.com>

Fri, Sep 6, 2019 at 10:21 AM

Alexandra,

Usually we only need to complete 1295 forms when we are entering into a contract (which has been publicly bid) with a municipal or governmental entity. In this case with Hidalgo County, we are not going into contract with the county but rather taking over the billing (Elsa) for the services that we were already rendering. Because the City of Elsa no longer does the billing and Republic Services is not in charge of the billing, their are billing fees that need to be adjusted for. This is the reason for the new documents provided to you by Denise. We need to make sure that we have correct information in our system for billing purposes as well. Again, I do not believe a 1295 form needs to be completed for this purpose. Considering that the services being provided fall inside of the City limits that we have exclusive contracts with, by default we must service them. If the county were to request for services directly or go to bid for locations that fall in the jurisdiction of Hidalgo County, then yes, we would need to complete a 1295 form independently for the County because we would be entering contract directly with Hidalgo County. I hope this helps clarify this matter. Please do not hesitate to contact me should you have any questions or concerns.

Thank You,

Omar Rodriguez  
Municipal Sales Manager  
Republic Services, Inc.  
956-367-0769

[Quoted text hidden]

<republic services09062019094956\_001.pdf>



Alexandra Vela &lt;alexandra.vela@co.hidalgo.tx.us&gt;

**Test**

5 messages

**Rodriguez, Omar** <ORodriguez2@republicservices.com>  
 To: "alexandra.vela@co.hidalgo.tx.us" <alexandra.vela@co.hidalgo.tx.us>

Tue, Sep 3, 2019 at 3:02 PM

Alexandra,

Please let me know if you get this email.

Thanks,

Omar Rodriguez  
 Municipal Sales Manager  
 Republic Services, Inc.  
 956-367-0769

**Alexandra Vela** <alexandra.vela@co.hidalgo.tx.us>  
 To: "Rodriguez, Omar" <ORodriguez2@republicservices.com>

Tue, Sep 3, 2019 at 3:03 PM

Good afternoon Mr. Rodriguez,

As per our conversation earlier, can you please verify if this two locations have an exclusivity agreement with The Republic Services.

Addresses are as follows:

708 Edinburg Ave, Elsa Texas 78543  
 371 E Expressway 83, Sullivan Texas 78595

Thank you,

**Purchasing Department**

Alexandra Vela	Contract Specialist II
alexandra.vela@co.hidalgo.tx.us	
2812 S. Business Hwy 281 Edinburg, TX 78539	Main: 956-318-2626 ext. 4865 Fax: 956-292-7612

[Quoted text hidden]

**Rodriguez, Omar** <ORodriguez2@republicservices.com>  
 To: Alexandra Vela <alexandra.vela@co.hidalgo.tx.us>

Wed, Sep 4, 2019 at 8:21 AM

Alexandra,

Yes, Republic Services is the current exclusive provider for solid waste services in the Cities of Elsa and Sullivan.

Thank You,

Omar Rodriguez  
 Municipal Sales Manager  
 Republic Services, Inc.  
 956-367-0769

On Sep 3, 2019, at 3:04 PM, Alexandra Vela &lt;alexandra.vela@co.hidalgo.tx.us&gt; wrote:

Note that (alexandra.vela@co.hidalgo.tx.us) is an external email. Report suspicious emails by clicking on "Report Phishing", or forward to "infosec.phishing@republicservices.com"

[Quoted text hidden]

**Alexandra Vela** <alexandra.vela@co.hidalgo.tx.us>

Fri, Sep 6, 2019 at 9:52 AM



Alexandra Vela <alexandra.vela@co.hidalgo.tx.us>

---

**Address 708 Edinburg Ave. Esla**

1 message

---

**Carter, Candiss** <CCarter2@republicservices.com>  
To: Alexandra Vela <alexandra.vela@co.hidalgo.tx.us>

Fri, Sep 20, 2019 at 3:50 PM

You are requesting for the accounts to be changed into 2 sites with one container at each site.

One for Health Department and one for the Wic.

There are no penalties to make this change and this does not require a 30 day notice. We will be closing and reopening.

Thank You,

**Candiss Carter**

Associate Account Manager

9402 W Expressway 83

Harlingen, TX 78552

e ccarter2@republicservices.com

o 956-392-7030

w RepublicServices.com



We'll handle it from here.



Alexandra Vela <alexandra.vela@co.hidalgo.tx.us>

**Re: Republic Services**

1 message

**Robert Vina** <robert.vina@da.co.hidalgo.tx.us>

Thu, Oct 3, 2019 at 2:50 PM

To: Alexandra Vela <alexandra.vela@co.hidalgo.tx.us>

Cc: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Victor Garza <Victor.garza@da.co.hidalgo.tx.us>

Good Afternoon Ms. Vela,

From the information provided by Republic Services these documents are used to verify "billing and site information, as well as site contact person and services". As discussed, these documents are approved as to form to the extent that it is a verification the same.

It is recommended to place the item on the Commissioner's Court Consent Agenda, and to reference on the agenda that the agreements are being submitted for consideration due to the City of Elsa's notification regarding a change in its contracted waste collection service provider and the provider's necessity to verify certain information to maintain service. Further, it is recommended to indicate that the appropriate Health Department and WIC representative be authorized to sign the agreement on behalf of the County.

Please let me know if you have any questions.  
Respectfully,

**Robert Viña III**

*Assistant District Attorney*  
Civil Litigation Division

**Office of the Criminal District Attorney**  
Hidalgo County, Texas  
100 E. Cano  
Edinburg, TX 78539  
(956) 292-7609 EXT 8187  
(956) 292-7619 FAX

[robert.vina@da.co.hidalgo.tx.us](mailto:robert.vina@da.co.hidalgo.tx.us)

\*\*\*\*\*  
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\*\*\*\*\*

On Fri, Sep 27, 2019 at 2:53 PM Alexandra Vela <[alexandra.vela@co.hidalgo.tx.us](mailto:alexandra.vela@co.hidalgo.tx.us)> wrote:  
Good afternoon Honorables'

Please review agreement as to legal form to proceed with procurement process.

Thank you,



**Purchasing Department**

Alexandra Vela Contract Specialist II  
[alexandra.vela@co.hidalgo.tx.us](mailto:alexandra.vela@co.hidalgo.tx.us)  
2812 S. Business Hwy 281 Main: 956-318-2626 ext. 4865  
Edinburg, TX 78539 Fax: 956-292-7612

AI-4029

8.A.

**Purchases & Agreements**

**CC CONSENT**

Date: 06/05/2007  
 Submitted By: Matilde Faz, PURCHASING DEPT.  
 Submitted For: Marty Salazar  
 Department: PURCHASING DEPT.  
 Agenda Area: Purchasing Department

Information

CAPTION

1. Requesting authority to enter into a 36-months copier lease agreement through our participation through TBPC's State awarded vendor Xerox Corporation for the following departments:

Requisition	Department	Amount	Account Number
111400	County Clerk Collections	\$134.38/mo.	7-1100-415-40-180-001-0-442
111405	County Clerk McAllen-Sub	\$134.38/mo.	7-1100-415-40-180-001-0-442
111408	County Clerk Criminal	\$265.44/mo.	7-1100-415-40-180-001-0-442
111410	County Clerk Civil	\$265.44/mo.	7-1237-415-40-180-003-0-442

2. Requesting authority to purchase computer equipment and peripherals through our participation with TBPC's state awarded vendors or Cooperative Purchasing Programs for the following departments:

**Catalog Information System Vendors**

Requisition	Vendor	Dept.	Amount	Account Number
109216	CDW	I. T.	\$1,100.49	7-1100-415-00-200-002-0-665
111347	Valcom	Jail	\$1,650.00	7-1100-423-21-280-002-0-665
111273	SHI	I. T.	\$1,412.00	7-1100-415-00-200-002-0-747
111140	Dell	District Clerk	\$1,037.10	7-1100-412-00-090-001-0-665
111214	CDW	I. T.	\$240.99	7-1100-415-00-200-002-0-665
111650	Office Depot	Planning	\$399.98	7-1100-419-10-210-001-0-661

**Department Information Resource Vendors**

110816	Dell DIR-SDD-192	I. T.	\$2,243.81	7-1100-415-00-200-002-0-745
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3. Requesting authority to purchase computer equipment and peripherals from state awarded vendor through our participation with **TCPN** Cooperative Purchasing Program for the following:

110430	Tech Depot R4716	I. T.	\$827.10	7-1100-415-00-200-002-0-665
111418	Tech Depot R4716	I. T.	\$45.18	7-1100-415-00-200-002-0-665

4. Requesting authority to purchase a Toshiba E-Studio 352 copier from Office Communications Systems, Inc. through their **TASB-Buyboard** contract #231-05 on req #111312 in the total amount of \$4,868.00, I. T. Dept. for JP Espinoza.

5. Requesting approval to execute required service agreement from the Allied Waste Services (AW) for the Alton WIC Clinic 3513 E. Main, Alton, TX 78573 at \$110.52/mo.

#### BACKGROUND

#### Fiscal Impact

FISCAL YEAR: 2007 ACCT. #: 7-1100-415-40-180-001-0-442  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 \$3,426.30 available balance as of 06/01/07

FISCAL YEAR: 2007 ACCT. #: 7-1100-415-40-180-001-0-442  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 \$3,426.30 available balance as of 06/01/07

FISCAL YEAR: 2007 ACCT. #: 7-1100-415-40-180-001-0-442  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 \$3,426.30 available balance as of 06/01/07

FISCAL YEAR: 2007 ACCT. #: 7-1237-415-40-180-003-0-442  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: \$  
 BUDGETARY IMPACT:  
 \$17,624.04 available balance as of 06/01/2007

FISCAL YEAR: 2007 ACCT. #: 7-1100-415-00-200-002-0-665  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$6,628.78 available balance on 06/01/07

FISCAL YEAR: 2007

ACCT. #: 7-1100-423-21-280-002-0-665

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$16,283.53 available balance as of 06/01/07

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-002-0-747

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$23,296.22 available balace as of 06/01/07

FISCAL YEAR: 2007

ACCT. #: 7-1100-412-00-090-001-0-665

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$1,371.75 available balace prior to Req#111140 for \$1,037.10.

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-002-0-665

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$6,628.78 available balance as of 06/01/07

FISCAL YEAR: 2007

ACCT. #: 7-1100-419-10-210-001-0-661

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$567.04 available balance prior to Req#111650 for \$399.98

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-002-0-745

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$179,180.78 available balance as of 06/01/07

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-002-0-665

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$6,628.78 available balance as of 06/01/07

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-002-0-665

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

\$6,628.78 available balance as of 06/01/07

FISCAL YEAR: 2007

ACCT. #: 7-1242-412-00-060-001-0-743

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

\$39,532.00 available balance as of 06/01/07

FISCAL YEAR: 2007

ACCT. #: 7-1292-441-00-350-001-7-421

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

\$2,189.97 available balance as of 06/01/07

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Attachments

Link: [Purchases & Agreements](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/30/2007 05:23 PM	APRV
2	Budget & Management	Dina Trevino	05/31/2007 11:02 AM	APRV
3	Rey Salazar	Rey Salazar	06/01/2007 01:27 PM	APRV
4	Sergio Cruz	Sergio Cruz	06/01/2007 01:27 PM	APRV
5	Auditor's Office		06/01/2007 01:32 PM	NEW
6	Court Administrator		06/01/2007 01:32 PM	

Form Started By: Matilde Faz

Started On: 05/24/2007 01:55 PM

Final Approval Date: 06/01/2007

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