

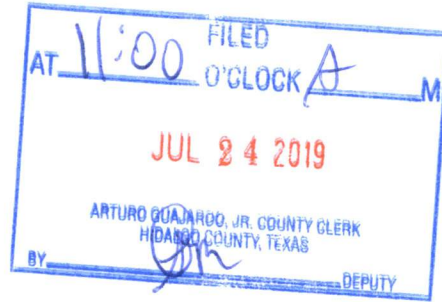


**REPUBLIC
SERVICES**

PROPOSAL

7/15/2019

HECTOR GARCIA
HIDALGO COUNTY / CLEAN UP
Mile 4 1/2 North East of FM 493
DONNA, TX 78537
Quote: A194585554



HIDALGO COUNTY / CLEAN UP:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 956-432-7316. It's that easy.

Service Details

LARGE CONTAINERS			
Equipment Qty/Type/Size:	2 - Open Top 30.00Yd(s)	Haul Rate:	\$344.00 per haul
Frequency:	On-Call	Disposal Rate:	\$28.00 per ton
Material Type:	Solid Waste		
Hauls/ month:	2.0		

Estimated Monthly Amount *

Large Container Haul Charge	\$688.00
Large Container Disposal Charge (8 tons)	\$224.00
Total Estimated Amount	\$912.00

One Time Charges

Delivery Charge Subtotal	\$570.58
Valued Customer Discount - Delivery	-\$570.58
Total One-Time Amount	\$0.00

Holly Carter
Republic Services
956-392-7030
ccarter2@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



Temporary Service Agreement

INVOICE TO		SITE LOCATION	
CUSTOMER NAME	HIDALGO COUNTY / CLEAN UP	SITE NAME	HIDALGO COUNTY / CLEAN UP
ATTN:	HECTOR GARCIA	ADDRESS	Mile 4 1/2 North East of FM 493
ADDRESS	2802 S BUSINESS HIGHWAY 281	CITY	DONNA, TX
CITY	EDINBURG, TX	STATE	
STATE		ZIP CODE	78537
ZIP CODE	78539	TEL. NO.	(956) 318-2626
TEL. NO.	(956) 318-2626	FAX NO.	
		AUTHORIZED BY:	HECTOR GARCIA
		TITLE	
		CONTACT	HECTOR GARCIA
		TITLE	

AGREEMENT NUMBER	A194585554
ACCOUNT NUMBER	863 -

EMAIL: hector.garcia1@co.hidalgo.tx.us

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECP. REQ	LIF. CODE	OPEN. CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N		RO	30.00Yd(s)	N	2	T	N	O/C	1.0	N		N	AA08	7/17/2019	\$344.00			\$28.00 per ton		Delivery \$285.29 Dry Run \$266.20 Relocate \$272.25 Removal \$298.87 Washout \$208.72	

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.

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"

BY: Richard F. Cortez (AUTHORIZED SIGNATURE)
 TITLE: County Judge
 DATE OF AGREEMENT: 7/16/19

BY: _____ (AUTHORIZED SIGNATURE)
 TITLE: _____

COMMENTS

Valued Customer Discount - Delivery for 2 containers RO 30.00 yard - \$570.58
 Delivery Notes:
 Safety: No Safety Concerns
 WASTE CONTAINER 30 CU YD - DELIVER 2 ROLL OFF Donna Citizen Collection Station
 Exempt From: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM. THE TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE UNTIL THE EARLIER OF CUSTOMER GIVING WRITTEN NOTICE TO COMPANY OF THE FINAL PULL UNDER THIS AGREEMENT OR 30 DAYS AFTER WRITTEN NOTICE TO COMPANY. COMPANY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY ORAL OR WRITTEN NOTICE TO CUSTOMER. COMPANY SHALL REMOVE ALL EQUIPMENT PROVIDED TO CUSTOMER WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE TERMINATION OF SERVICES.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.**

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

APPROVED BY
 COMMISSIONERS' COURT
 ON: 7/16/19

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by 30 days prior written notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes 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 and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** 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.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

SUSPENSION. 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 Materials 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.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. 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.

ATTORNEYS' FEES. If any litigation 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 related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal 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, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. 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.

CUSTOMER'S INITIAL: _____ DATE: 7/22/19

APPROVED BY
COMMISSIONERS' COURT
JN: 7/16/19 me



**REPUBLIC
SERVICES**

PROPOSAL



7/15/2019

HECTOR GARCIA
HIDALGO COUNTY / CLEAN UP
Mile 1 East and 6 North
MERCEDES, TX 78570
Quote: A194584629

HIDALGO COUNTY / CLEAN UP:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 956-432-7316. It's that easy.

Service Details

LARGE CONTAINERS			
Equipment Qty/Type/Size:	2 - Open Top 30.00Yd(s)	Haul Rate:	\$186.00 per haul
Frequency:	On-Call	Disposal Rate:	\$46.00 per ton
Material Type:	Solid Waste		
Hauls/ month:	2.0		

Estimated Monthly Amount *

Large Container Haul Charge	\$372.00
Large Container Disposal Charge (8 tons)	\$368.00
Total Estimated Amount	\$740.00

One Time Charges

Delivery Charge Subtotal	\$570.58
Valued Customer Discount - Delivery	-\$270.58
Total One-Time Amount	\$300.00

Holly Carter
Republic Services
956-392-7030
ccarter2@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



Temporary Service Agreement

INVOICE TO		SITE LOCATION	
CUSTOMER NAME	HIDALGO COUNTY / CLEAN UP	SITE NAME	HIDALGO COUNTY / CLEAN UP
ATTN:	HECTOR GARCIA	ADDRESS	Mile 1 East and 6 North
ADDRESS	Mile 4 1/2 North East of FM 493	CITY	MERCEDES, TX
CITY	DONNA, TX	STATE	
STATE		ZIP CODE	78570
ZIP CODE	78537	TEL. NO.	(956) 318-2626
TEL. NO.	(956) 318-2626	FAX NO.	
		AUTHORIZED BY:	HECTOR GARCIA
		TITLE	

AGREEMENT NUMBER	A194584629
ACCOUNT NUMBER	863 -

EMAIL: hector.garcia1@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 DATE	CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TO/RC CMP
N		RO	30.00yd(s)	N	2	T	N	O/C	1.0	N	N	N	AA76	7/17/2019		\$186.00			\$46.00 per ton		Delivery \$285.29 Dry Run \$266.20 Relocate \$272.25 Removal \$298.87 Washout \$208.72	

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.

BF 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"

BY: Richard F. Cortez (AUTHORIZED SIGNATURE) TITLE: County Judge

BY: Richard F. Cortez (AUTHORIZED SIGNATURE) TITLE: 7/16/19

CUSTOMER NAME (PLEASE PRINT) DATE OF AGREEMENT

COMMENTS

Valued Customer Discount - Delivery for 2 containers RO 30.00 yard - \$270.58

Delivery Notes:

Safety: No Safety Concerns

WASTE CONTAINER 30 CU YD - DEL 2 ROLL OFF

Exempt From: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM. THE TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE UNTIL THE EARLIER OF CUSTOMER GIVING WRITTEN NOTICE TO COMPANY OF THE FINAL PULL UNDER THIS AGREEMENT OR 30 DAYS AFTER WRITTEN NOTICE TO COMPANY. COMPANY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY ORAL OR WRITTEN NOTICE TO CUSTOMER. COMPANY SHALL REMOVE ALL EQUIPMENT PROVIDED TO CUSTOMER WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE TERMINATION OF SERVICES.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.**

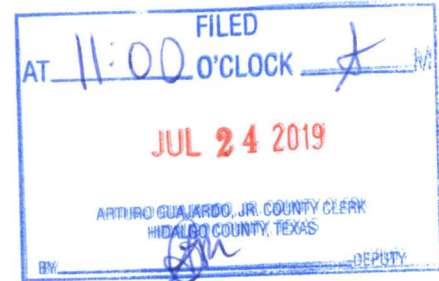
TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

APPROVED BY
COMMISSIONERS' COURT
ON: 7/16/19



PROPOSAL



7/15/2019

HECTOR GARCIA
 HIDALGO COUNTY / CLEAN UP
 MILE 5 1/2 WEST ROAD & MILE 21 NORTH
 MONTE ALTO, TX 78538
 Quote: A194584725

HIDALGO COUNTY / CLEAN UP:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 956-432-7316. It's that easy.

Service Details

LARGE CONTAINERS			
Equipment Qty/Type/Size:	3 - Open Top 30.00Yd(s)	Haul Rate:	\$344.00 per haul
Frequency:	On-Call	Disposal Rate:	\$28.00 per ton
Material Type:	Solid Waste		
Hauls/ month:	3.0		

Estimated Monthly Amount *

Large Container Haul Charge	\$1,032.00
Large Container Disposal Charge (12 tons)	\$336.00
Total Estimated Amount	\$1,368.00

One Time Charges

Delivery Charge Subtotal	\$855.87
Valued Customer Discount - Delivery	-\$405.87
Total One-Time Amount	\$450.00

Holly Carter
 Republic Services
 956-392-7030
 ccarter2@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



Temporary Service Agreement

INVOICE TO		SITE LOCATION	
CUSTOMER NAME	HIDALGO COUNTY / CLEAN UP	SITE NAME	HIDALGO COUNTY / CLEAN UP
ATTN:	HECTOR GARCIA	ADDRESS	MILE 5 1/2 WEST ROAD & MILE 21 NORTH
ADDRESS	Mile 4 1/2 North East of FM 493	CITY	MONTE ALTO, TX
CITY	DONNA, TX	STATE	
STATE		ZIP CODE	78538
ZIP CODE	78537	TEL. NO.	(956) 318-2626
TEL. NO.	(956) 318-2626	FAX NO.	
FAX NO.		AUTHORIZED BY:	HECTOR GARCIA
		TITLE	HECTOR GARCIA
		CONTACT	HECTOR GARCIA

AGREEMENT NUMBER A194584725

ACCOUNT NUMBER 863 -

EMAIL hector.garcia1@co.hidalgo.tx.us

NO	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECP. REQ	LF CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TO/RC CMP
N		RO	30,00Yd(s)	N	3	T	N	O/C	1.0	N		N	AA81	7/17/2019	\$344.00			\$28.00 per ton	Delivery \$285.29 Dry Run \$266.20 Relocate \$272.25 Removal \$298.87 Washout \$208.72		

BFI Waste Services of Texas, LP DSA Allied Waste Services of Rio Grande Valley, Republic Services of Rio Grande Valley
HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: Richard F. Cortez (AUTHORIZED SIGNATURE) TITLE: County Judge

BY: Richard F. Cortez (AUTHORIZED SIGNATURE) TITLE: County Judge

CUSTOMER NAME (PLEASE PRINT) Richard F. Cortez DATE OF AGREEMENT 7/22/19

COMMENTS

Valued Customer Discount - Delivery for 3 containers RO 30.00 yard - \$405.87

Delivery Notes:
Safety: No Safety Concerns
WASTE CONTAINER 30 CU YD - deliver 3 roll off Monte Alto Citizen Collection Station
Exempt From: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM. THE TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE UNTIL THE EARLIER OF CUSTOMER GIVING WRITTEN NOTICE TO COMPANY OF THE FINAL PULL UNDER THIS AGREEMENT OR 30 DAYS AFTER WRITTEN NOTICE TO COMPANY. COMPANY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY ORAL OR WRITTEN NOTICE TO CUSTOMER. COMPANY SHALL REMOVE ALL EQUIPMENT PROVIDED TO CUSTOMER WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE TERMINATION OF SERVICES.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.**

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

APPROVED BY
COMMISSIONERS' COURT
ON: 7/16/19



**REPUBLIC
SERVICES**

PROPOSAL

FILED
AT 11:00 O'CLOCK ~~A~~ M
JUL 24 2019
ARTURO GUAJARDO JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: *[Signature]* DEPUTY

7/15/2019

HECTOR GARCIA
HIDALGO COUNTY / CLEAN UP
13266 1 1/2 MILE WEST
MERCEDES, TX 78570
Quote: A194584769

HIDALGO COUNTY / CLEAN UP:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 956-432-7316. It's that easy.

Service Details

LARGE CONTAINERS			
Equipment Qty/Type/Size:	3 - Open Top 30.00Yd(s)	Haul Rate:	\$210.00 per haul
Frequency:	On-Call	Disposal Rate:	\$46.00 per ton
Material Type:	Solid Waste		
Hauls/ month:	3.0		

Estimated Monthly Amount *

Large Container Haul Charge	\$630.00
Large Container Disposal Charge (12 tons)	\$552.00
Total Estimated Amount	\$1,182.00

One Time Charges

Delivery Charge Subtotal	\$855.87
Valued Customer Discount - Delivery	-\$405.87
Total One-Time Amount	\$450.00

Holly Carter
Republic Services
956-392-7030
ccarter2@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



Temporary Service Agreement

INVOICE TO		SITE LOCATION	
CUSTOMER NAME	HIDALGO COUNTY / CLEAN UP	SITE NAME	HIDALGO COUNTY / CLEAN UP
ATTN:	HECTOR GARCIA	ADDRESS	13266 1 1/2 MILE WEST
ADDRESS	Mile 4 1/2 North East of FM 493	CITY	MERCEDES, TX
CITY	DONNA, TX	STATE	
STATE		ZIP CODE	78570
ZIP CODE	78537	TEL. NO.	(956) 318-2626
TEL. NO.	(956) 318-2626	FAX NO.	
		AUTHORIZED BY:	HECTOR GARCIA
		TITLE	HECTOR GARCIA

AGREEMENT NUMBER	A194584769
ACCOUNT NUMBER	863 -

EMAIL: hector.garcia1@co.hidalgo.tx.us

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECP. REQ	LF CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N		RO	30.00Y(d)s	N	3	T	N	O/C	1.0	N		N	AA76	7/17/2019	\$210.00			\$46.00 per ton		Delivery \$285.29 Dry Run \$286.20 Relocate \$272.25 Removal \$298.87 Washout \$208.72	

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: Richard F. Carter (AUTHORIZED SIGNATURE) TITLE: County Judge

BY: Richard F. Carter (AUTHORIZED SIGNATURE) TITLE: County Judge

CUSTOMER NAME (PLEASE PRINT) Richard F. Carter DATE OF AGREEMENT 7/22/19

COMMENTS

Valued Customer Discount - Delivery for 3 containers RO 30.00 yard - \$405.87

Delivery Notes:
Safety: No Safety Concerns
WASTE CONTAINER 30 CU YD - DELIVER 3 ROLL OFF Sunset Park Citizen Collection Station
Exempt From: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM. THE TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE UNTIL THE EARLIER OF CUSTOMER GIVING WRITTEN NOTICE TO COMPANY OF THE FINAL PULL UNDER THIS AGREEMENT OR 30 DAYS AFTER WRITTEN NOTICE TO COMPANY. COMPANY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY ORAL OR WRITTEN NOTICE TO CUSTOMER. COMPANY SHALL REMOVE ALL EQUIPMENT PROVIDED TO CUSTOMER WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE TERMINATION OF SERVICES.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

APPROVED BY
COMMISSIONERS' COURT
ON: 7/16/19

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by 30 days prior written notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes 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 and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** 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.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

SUSPENSION. 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 Materials 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.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. 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.

ATTORNEYS' FEES. If any litigation 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 related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal 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, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. 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.

CUSTOMER'S INITIAL: R DATE: 7/22/19

APPROVED BY
COMMISSIONERS' COURT
ON: 7/26/19

19 - Purchasing

B.

Pct. 1

ok

1. AI-71241

A. Requesting approval of an exemption from competitive bidding requirements under TxLGC 262.024(a)(2) 'an item necessary to protect the health & safety of the residents of the county'... including local declaration of emergency by County Judge and extension of same;

APPROVED

Hector

BMS
7/23/19

B. Acceptance and approval for the rental of up to Ten (10) Thirty (30) Cubic Yard Roll Off Containers (on an as needed basis) from Republic Services commencing upon approval of agenda item through the Requisition and Purchase Order protocol, with a term that should not exceed thirty (30) days to address the removal of debris as a direct result of the flooding rain event of 06-24-19 with the rates detailed attached and subject to compliance with all requirements [form 1295, insurance certificate and legal counsel review of any agreement submitted or necessary.

2. AI-71245

A. Acceptance and approval of an Interlocal Cooperation Agreement between the County of Hidalgo and the City of Weslaco for a road improvement project to a portion of Mile 10 Westgate (Mile 6) to FM 88 (Mile 5);

ok

B. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement in it's desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work") by decreasing the cost of services and increasing the quality of life for both the citizens of the County and the City.

3. AI-71115

Requesting approval of the Interlocal Cooperation Agreement between Hidalgo County and the City of Donna for the donation of Schroeder Park, pursuant to Tex. Local Gov't. Code Section 272.001.

ok

C.

Pct. 3

ok

1. AI-71043

a. Presentation of scoring grid [attached herein] for the purposes of ranking by Commissioner's Court, the responses received in connection with the Request for Proposals for Hidalgo County Pct. 3 RFP: 2109-032-05-01-TDL "Emergency Ambulance Services for Unincorporated Areas in Pct. 3 (Alton-Palmview-Granjeno)";

① Hc gms 95.6

② med care EMS 90.8

b. Requesting authority for Purchasing Department to proceed to negotiate a "Best and Final Offer" (BAFO) with the number one ranked participant of Hid. Co EMS for the provision of "Emergency Ambulance Services for Unincorporated Areas" in Pct. 3 (Alton-Palmview-Granjeno)".

2. AI-71249

A. Requesting approval of final negotiated professional services agreement with Javier Hinojosa Engineering for the provision of "on call and as needed" engineering services to Pct. #3 [thru CC action 07-01-19/R-AI #71065];

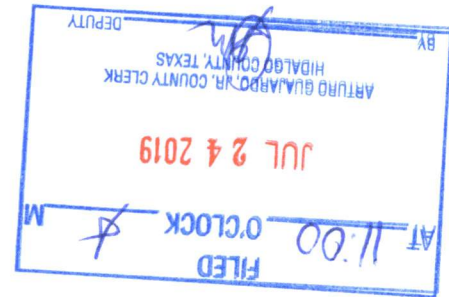
ok

B. Pursuant to the previous action to approve a professional services agreement with Javier Hinojosa Engineering requesting approval of Work Authorization No. 1 in the amount of \$65,040.00 for the provision of services for Inspiration Road - Mile 5 to Mile 6 1/8 Projects;



**REPUBLIC
SERVICES**

PROPOSAL



7/15/2019

HECTOR GARCIA
HIDALGO COUNTY / CLEAN UP
CORNER OF 5TH ST. & MCKINLEY
HARGILL, TX 78549
Quote: A194584975

HIDALGO COUNTY / CLEAN UP:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 956-432-7316. It's that easy.

Service Details

LARGE CONTAINERS			
Equipment Qty/Type/Size:	1 - Open Top 30.00Yd(s)	Haul Rate:	\$344.00 per haul
Frequency:	On-Call	Disposal Rate:	\$28.00 per ton
Material Type:	Solid Waste		
Hauls/ month:	1.0		

Estimated Monthly Amount *

Large Container Haul Charge	\$344.00
Large Container Disposal Charge (4 tons)	\$112.00
Total Estimated Amount	\$456.00

One Time Charges

Delivery Charge Subtotal	\$285.29
Valued Customer Discount - Delivery	-\$135.29
Total One-Time Amount	\$150.00

Holly Carter
Republic Services
956-392-7030
ccarter2@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



Temporary Service Agreement

INVOICE TO		SITE LOCATION	
CUSTOMER NAME	HIDALGO COUNTY / CLEAN UP	SITE NAME	HIDALGO COUNTY / CLEAN UP
ATTN:	HECTOR GARCIA	ADDRESS	CORNER OF 5TH ST. & MCKINLEY
ADDRESS	2802 S BUSINESS HIGHWAY 281	CITY	HARGILL, TX
CITY	EDINBURG, TX	STATE	
STATE		ZIP CODE	78549
ZIP CODE	78539	TEL. NO.	(956) 318-2626
TEL. NO.	(956) 318-2626	FAX NO.	
		AUTHORIZED BY:	HECTOR GARCIA
		TITLE	TITLE

AGREEMENT NUMBER A194584975

ACCOUNT NUMBER 863 -

EMAIL hector.garcia1@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	ONE TIME CHARGES	TC/RC CMP
N		RO	30.00yd(s)	N	1	T	N	O/C	1.0	N		N	AA08	7/17/2019	\$344.00			\$28.00 per ton		Delivery \$285.29 Dry Run \$266.20 Relocate \$272.25 Removal \$298.87 Washout \$208.72	

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.

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"

BY: Richard F. Cortez (AUTHORIZED SIGNATURE)
 TITLE: County Judge
 DATE OF AGREEMENT: 7/22/19

BY: Richard F. Cortez (AUTHORIZED SIGNATURE)
 TITLE: Richard F. Cortez
 CUSTOMER NAME (PLEASE PRINT): Richard F. Cortez

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM. THE TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE UNTIL THE EARLIER OF CUSTOMER GIVING WRITTEN NOTICE TO COMPANY OF THE FINAL PULL UNDER THIS AGREEMENT OR 30 DAYS AFTER WRITTEN NOTICE TO COMPANY. COMPANY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY ORAL OR WRITTEN NOTICE TO CUSTOMER. COMPANY SHALL REMOVE ALL EQUIPMENT PROVIDED TO CUSTOMER WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE TERMINATION OF SERVICES.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.**

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

APPROVED BY
 COMMISSIONER'S COURT
 DN: 7/26/19 rgs

COMMENTS

Valued Customer Discount - Delivery for 1 container RO 30.00 yard - \$135.29

Delivery Notes:
 Safety: No Safety Concerns
 WASTE CONTAINER 30 CU YD - Hargill Collection Site
 Exempt From: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by 30 days prior written notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes 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 and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** 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.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

SUSPENSION. 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 Materials 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.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. 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.

ATTORNEYS' FEES. If any litigation 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 related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal 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, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. 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.

CUSTOMER'S INITIAL: _____ DATE: 7/22/19

APPROVED BY
COMMISSIONER'S COURT
ON: 7/16/19


Lease and/ or Service Agreement

Company's Name: Republic Services, Inc.

Department: Pct.1

AI- 71241 Approval through CC on: 07/16/19

ATTEST:

By: 
Arturo Guajardo Jr., County Clerk

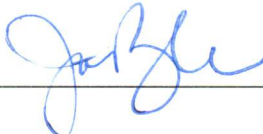


Date: _____

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal District Attorney,

Ricardo Rodriguez, Jr.

By: 

Josephine R. Solis, Assistant District Attorney
Civil Litigation Division



FILED	AT <u>10:50</u> O'CLOCK <u>A</u> M
JUN 26 2019	
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS	
BY <u>[Signature]</u>	DEPUTY

DECLARING A LOCAL STATE OF DISASTER

WHEREAS, the County of Hidalgo on the 24th day of June, 2019 has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from the current or recent torrential rains;

WHEREAS, the Judge of the County of Hidalgo has determined that extraordinary measures must be taken to protect the public health, safety and general wellbeing of County citizens, in order to alleviate the suffering of people and to protect or rehabilitate property; and


WHEREAS, Section 418.108(a) of the Texas Government Code provides that the presiding officer of the governing body of a political subdivision may declare a state of local disaster;

NOW, THEREFORE, BE IT PROCLAMIED BY THE JUDGE OF THE COUNTY OF HIDALGO:

1. that a state of disaster is declared for the County of Hidalgo, Texas;
2. that the County's Emergency Management Plan has been activated;
3. that this State of Disaster shall continue for a period of not more than seven days from the date hereof, unless the same is continued by consent of the Commissioners Court of the County of Hidalgo, Texas; and
4. that this proclamation shall take effect immediately from and after its issuance.

ORDERED this the 26 day of June, 2019.

ATTEST:



[Signature]
Arturo Guajardo, Jr., County Clerk

[Signature]
Richard F. Cortez, Hidalgo County Judge

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;



Hector Garcia <hector.garcia1@co.hidalgo.tx.us>

Republic Services Agreements (Pct.1 Flood Affected Areas)

Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Fri, Jul 19, 2019 at 2:16 PM

To: Hector Garcia <hector.garcia1@co.hidalgo.tx.us>

Cc: "Smith, Jennifer" <jennifer.smith@da.co.hidalgo.tx.us>, "salazar, martha" <martha.salazar@co.hidalgo.tx.us>

Hector,

I have reviewed the attached agreements with Republic Services and approve as to form.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 292-7619 FAX

josephine.ramirez@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

On Mon, Jul 15, 2019 at 1:59 PM Hector Garcia <hector.garcia1@co.hidalgo.tx.us> wrote:

[Quoted text hidden]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-516295

Date Filed:
07/15/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Republic Services of Rio Grande Valley
Harlingen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Flood Emergency Cleanup
Roll-Off Container services for cleanup for Flooded areas located at the Donna, Mercedes, Monte Alto and Sunset Park Citizen Collection Stations, and Hargill Collection Site.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Republic Services, Inc.	Harlingen, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is CANDISS CARTER and my date of birth is 2/9/71

My address is 17656 OSBORN HARLINGEN TX 78552 Cameroon
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cameroon County, State of Texas, on the 15 day of June, 20 19
(month) (year)

Candiss Carter
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2019-516295

Date Filed:
 07/15/2019

Date Acknowledged:
 07/15/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Republic Services of Rio Grande Valley
 Harlingen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Flood Emergency Cleanup
 Roll-Off Container services for cleanup for Flooded areas located at the Donna, Mercedes, Monte Alto and Sunset Park Citizen Collection Stations, and Hargill Collection Site.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Republic Services, Inc.	Harlingen, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)