

COMMERCIAL SERVICE AGREEMENT

"Schedule A"

CUSTOMER SITE DETAILS		CUSTOMER BILLING DETAILS		SERVICE AGREEMENT DETAILS	
SITE NAME:	REFERENCE ADDENDUM A	BILLING NAME:	WILLIAMSON COUNTY	CSA#:	0419-11417
CONTACT:	Shantil Moore	CONTACT:	Shantil Moore	SALESPERSON:	George Ward Jr.
PHONE:	512-943-1523	PHONE:	512-943-1523	INITIAL TERM (MONTHS):	
CELL:		CELL:		EFFECTIVE DATE:	October 1, 2019
FAX:	512-930-3313	FAX:	512-930-3313	BILLING CYCLE:	Monthly
EMAIL:	shantil.moore@wilco.org	EMAIL:	shantil.moore@wilco.org	BILLING START DATE:	October 1, 2019
SITE ADDRESS:	REFERENCE ADDENDUM A	BILLING ADDRESS:	3101 Southeast Inner Loop Attention: Contracts Manager	SERVICE DESCRIPTION:	Service Increase
CITY, STATE, ZIP:	REFERENCE ADDENDUM A	CITY, STATE, ZIP:	Georgetown, TX, 78626	DELIVERY DATE:	Already in place

EQUIPMENT, SERVICE, AND RATE SPECIFICATIONS								
QTY.	SIZE (YARDS)	SERVICE TYPE	DISPOSAL TYPE	MONTHLY SERVICE RATE	PICKUP FREQUENCY	EXTRA PICKUP RATE	ADDITIONAL ONE-TIME FEE	ENVIRONMENTAL FEE
9	7	Front-End Load	Eco - Fiber	\$510.00	REFERENCE ADDENDUM A	\$50.00	\$0.00	Waived
BOX PLACEMENT INSTRUCTIONS:		Bin on site						
ADDITIONAL COMMENTS: <small>(Including Amendments to Terms and Conditions)</small>		ECO-FIBER Program – Cardboard and Paper, anything that rips or tears is acceptable. Thank you for continuing with our recycling program. This agreement outlines our service commitment and rates as agreed by Paper Retriever of Texas, LLC and Williamson County for the sites on the attached Addendum A.						

TERMS AND CONDITIONS BELOW	
This is a legally binding contract. Contractor agrees to provide and customer agrees to accept and pay for the services and equipment at the rates and frequency set forth in this agreement and subject to the terms and conditions on the back.	

CUSTOMER - WILLIAMSON COUNTY			
CUSTOMER NAME PRINT		CUSTOMER TITLE	E-BILLING FOR FUTURE INVOICES?
AUTHORIZED CUSTOMER SIGNATURE			DATE

CONTRACTOR - Paper Retriever of Texas, LLC.		
SALESPERSON NAME PRINT	SALESPERSON SIGNATURE	DATE
George Ward Jr.	<i>AWJr.</i>	9/30/19
MANAGER APPROVAL		DATE
<i>[Signature]</i>		9/30/19

TERMS AND CONDITIONS

CSA# 0419-11432

This Agreement is made between Paper Retriever of Texas, LLC., ("PRT") located at 7510 Grissom Rd., San Antonio, TX 78251 and the Customer described on Schedule A ("Customer") on the following terms and conditions:

In this Agreement, the following terms will have the meaning set forth below (i) Customer Locations – refers to all of the properties, whether owned, leased or controlled by Customer or any of its affiliates, which are listed on Schedule A; (ii) Disposal Type, hereinafter referred to as "Recyclable Materials," means materials from Customer Locations expressly authorized on Schedule A that may include newsprint, magazines, office papers, cardboards, phone books, and other forms of books and mail, but expressly excluding any glass, metal, or plastic materials and any material contaminated by food, and any other non-fiber recyclable materials. PRT may, from time to time, issue a current Yes-No Recycling Flyer or Acceptables/Unacceptables Listing that Customer must adhere to. Any materials other than those expressly authorized on Schedule A will be considered to be non-recyclable and shall hereinafter be referred to as Contaminants; (iii) "Hazardous Waste" – includes but is not limited to any amount of waste listed or characterized as hazardous or special by the United States Environmental Protection Agency or any state agency pursuant to the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq., the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act., 42 U.S.C. 6901 et seq (as such Acts may be amended from time to time) or any other applicable federal or state law; and (iv) "schedule A" means the schedule A to this Recycling Service Agreement which appears on the reverse side of this Agreement and forms an integral part hereof.

- 1) This Agreement will begin on the Effective Date agreed to on Schedule A and will continue for the term defined and agreed upon on Schedule A. This Agreement will automatically renew for successive like terms without any action from the parties, unless either party submits prior written notice to the other party at least ninety (90) days, but not more than one hundred and twenty (120) days, prior to the expiration of the initial or any subsequent terms. Notwithstanding anything to the contrary herein, PRT may, at its option and without any liability whatsoever, terminate this Agreement prior to the end of its term by transmitting a written notice to the Customer at least thirty (30) days in advance.
- 2) **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- 3) PRT will, on an exclusive basis, provide the following services (collectively described as the "Equipment, Service, And Rate Specifications"), either directly or through an affiliate or subcontractor (i) collect the Recyclable Materials from the Customer Locations; and (ii) supply to Customer the equipment listed in Schedule A (as amended from time to time, the "equipment"). Title to the Equipment will remain with PRT at all times but Customer will, upon delivery, keep it free and clear of all liens and Customer will also provide unobstructed access to the Equipment. If any lien or charges attach to the Equipment, Customer shall promptly procure a release of said lien and defend and indemnify PRT against all claims, damages, and expenses of any kind related to said liens or charges. Upon termination of this Agreement, Customer will immediately return the Equipment to PRT in the same condition as received except for normal wear and tear. Customer shall not overload (in weight or volume) or move the Equipment, or make any alterations or improvements to the Equipment and Customer shall use the Equipment only for the proper purposes for which it is intended. Customer shall be solely responsible and will reimburse PRT for any damages to the Equipment while on Customer's premises. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- 4) In consideration for the Services under this Agreement, Customer agrees to pay to PRT the fees agreed on Schedule A, plus all applicable taxes. The Effective Date within Schedule A will dictate the effective date for monthly charges. PRT will generate a monthly statement for the Services rendered during the prior month. Customer will pay the entire amount owing under the statement within thirty (30) days from the statement date. The collection pickup frequency and disposal type(s) allowed shall be listed in Schedule A. TEX. CONST. art. III, § 52 ("The Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever ..."). In the event that this Agreement is terminated prior to the completion of the initial Term (and any subsequent Term after) for any reason other than a default by PRT or termination for convenience by PRT, Customer shall pay to PRT, as liquidated damages, and not as a penalty (i) an amount equal to the average total monthly fees and rents multiplied by the lesser of the number of months remaining in the term or 6 months, a removal fee of \$100 per bin/container/compactor forming part of the Equipment provided by PRT to Customer and (ii) if a bin/container/compactor forming part of the Equipment provided by PRT to Customer has been leased by PRT from a third party vendor and the number of months remaining under such lease is greater than 6 months as of the date of termination, an amount equal to any remaining rental obligations for such Equipment. Customer acknowledges that this liquidated damages clause is reasonable in light of the significant investment in equipment, time and effort undertaken by PRT to engage and commence services for the Customer under this Agreement and the costs that will be incurred by PRT due to an early termination.
- 5) PRT may pass through certain cost increases directly to the Customer to adjust for increases in fuel costs and costs due to changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than taxes imposed on PRT's income or real property). Such fees may also be adjusted by PRT to reflect changes in service levels, material/disposal type or equipment type, size or quantity.
- 6) Customer represents and warrants that all Recyclable Materials collected by PRT hereunder: (i) will be free and clear of any liens and encumbrances, and (ii) will be free from any Hazardous Waste and (iii) free of Contaminants. Customer acknowledges that PRT does not handle Hazardous Waste of any kind and Customer hereby undertakes to indemnify, defend, and hold PRT harmless from and against any and all claims, including without limitation, any cleanup and remediation costs, resulting or relating from any material collected with, containing or contaminated by Hazardous Waste deposited in the Equipment. In addition to Hazardous Waste cleanup/remediation, should Contaminants in any load exceed 5% of the Recyclable Materials (by weight or volume), Customer shall not be paid any rebate for the Recyclable Materials in the load. PRT may reject, tender and/or return to Customer, at Customer's expense, any material containing Hazardous Waste. Customer shall bear full responsibility and pay all expenses and costs incurred (including but not limited to removal, decontamination, transportation, remediation, proper treatment and disposal, and any fines and penalties) with respect to such Hazardous Waste and any other material contaminated therewith, whether from the transfer and/or disposal facility(ies), the Customer's property, third party property or equipment or PRT's (or its contractor's) vehicles or equipment. Customer shall be responsible for any and all damages to its pavement, including to pavement, curbing or other driving surfaces, resulting from the vehicles or the equipment used in providing the Services providing any such damage is not the result of negligence on the part of the driver.
- 7) To the extent authorized under Texas law, Customer shall indemnify and hold PRT (and its officers, agents, and employees) harmless from all liability arising out of the performance of services under this Agreement for (i) personal or bodily injury to or death of any person (including the Customer's employees) or (ii) damage to or destruction of any property or Equipment, sustained by any person or entity, when such injury, death, damage or destruction results from, arises out of, is caused by or contributed to by the negligent act or omission, breach of law, or breach of this Agreement on the part of the Customer (or its officers, agents, or employees). PRT's aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to PRT by Customer, regardless of whether recovery is sought in contract, tort, statute or otherwise.
- 8) The performance of any obligation (other than payment obligations) under this Agreement may be suspended by either party without liability to the extent such performance is prevented by an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, materials or equipment, governmental law, regulation or order, or any other cause beyond the reasonable control of such party; or any labor trouble, strike, lockout or injunction (whether or not such labor event is within reasonable control of such party). The affected party will promptly notify the other of the nature and estimated duration of the suspension period.
- 9) If a party fails to comply with this Agreement and does not remedy (to the extent it can be remedied) such default within thirty (30) business days after receipt of a written notice specifying the nature of such failure, the non-defaulting party may, at its sole option, without judicial proceedings and without prejudice to any other recourse available under this Agreement or at law, terminate this Agreement by giving a thirty (30) day notice thereof.
- 10) All representations, warranties and indemnification obligations contained herein shall survive the termination of this Agreement.
- 11) Any notice provided under this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid and sent to the address indicated in Schedule A for the relevant party.
- 12) This Agreement shall be binding upon the successors and assigns of the parties. Customer shall not assign its rights under this Agreement without PRT's prior written consent. PRT shall be entitled to assign its rights under this Agreement.

Addendum A - CSA 0019-11417 - Williamson County

Dumpster Wilco Bldg Name	Recycling Dumpster Bldg Address	City, State, Zip	Current Pickup Date	# of Containers	Frequency	ECO-FIBER Monthly Charges
Justice Center	405 Martin Luther King Blvd	Georgetown, TX 78628	Friday	1	Every Other Week	\$ 70.00
Central Maintenance Facility	3151 South East Inner Loop	Georgetown, TX 78628	Friday	1	Weekly	\$ 90.00
Cedar Park Annex	350 Discover Blvd	Cedar Park, TX 78613	Thursday	1	Monthly	\$ 50.00
Taylor Annex	412 Vance Street	Taylor, TX 76574	Friday	1	Monthly	\$ 50.00
Inner Loop Annex	301 South East Inner Loop	Georgetown, TX 78628	Friday	1	Monthly	\$ 50.00
Round Rock Jester Annex	1801 East Old Settler Blvd	Round Rock, TX 78664	Thursday	1	Monthly	\$ 50.00
Texas Ave	355 Texas Ave	Round Rock, TX 78664	Friday	1	Monthly	\$ 50.00
EMS Training	3189 South East Inner Loop	Georgetown, TX 78626	Friday	1	Monthly	\$ 50.00
Georgetown Annex	100 Wilco Way	Georgetown TX 78626	Friday	1	Monthly	\$ 50.00
Total				9	Total Monthly Cost	\$ 510.00