



Waste Management of Texas, Inc.
9821 Katy Fwy Ste 700
Houston, TX, 77024-1230
(800) 772-6653

WM Agreement # S0008612631
Customer Acct # 161-1046617
Acct. Name WILLIAMSON CO ROAD
AND BRIDGE
Salesperson Forrest Tubb
Effective Date 4/14/2017
Last API Date 10/03/2016

Service Agreement

Non-Hazardous Waste Service Summary

Billing Information				Service Information			
Name	WILLIAMSON CO ROAD AND BRIDGE	Contact	Darbel Texidor	Name	WILLIAMSON CO ROAD AND BRIDGE	Contact	Darbel Texidor
Address	3151 INNER LOOP RD STE B	Telephone #	(512) 943-3330	Address	3151 INNER LOOP RD STE B	Telephone #	(512) 943-3330
City/State/Zip	GEORGETOWN, TX 78626	Fax #		City/State/Zip	GEORGETOWN, TX 78626	Fax #	
County/Parish	WILLI	Email	dtexidor@willco.org	County/Parish	WILLI	Email	dtexidor@willco.org
PO#				PO#			

Service Description & On Demand Rates				Minimum Tons:	
Quantity	Equipment	Material Stream	Frequency	Haul Rate	Disposal Rate (per Ton Over 10.00)
1	40 Yard Open Top	MSW Industrial	2x Per Even Week	Minimum Haul/Month (Over 30 days)	
				\$ 275.00	\$ 0.00
				\$ 320.00	

Customer's Waste Materials not to exceed an average weight of lbs/yard.
Initial One Time Service Charges*
As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.
*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ("Initial Term") and it shall automatically renew thereafter for additional terms of 12 months ("Renewal Term") unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature	Printed Name	Title	Date
	Alison Owens	Waste Management Sales Rep.	6/27/2017
Inc.			
Company Waste Management of Texas,			

Customer Signature	Printed Name	Title	Date
	Darbel Texidor	Waste Management Sales Rep.	07-13-2017
Inc.			
Company Waste Management of Texas,			

Terms and Conditions on following page(s)

1. SERVICE; REMOVAL OF WASTE MATERIALS Customer grants to Company its exclusive right, and Company through itself and its subsidiaries and component affiliates, shall furnish equipment and services, to collect and dispose of waste materials as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid wastes, organic wastes and recyclable materials (as defined in Section 12 below) generated by Customer at its Customer's Service Address. Waste materials include Special Waste, such as industrial process wastes, aqueous-containing material, petroleum-contaminated water, treated or untreated wastewater, sludge, and demolition debris, for use in Customer's Service Address. Waste materials are subject to approval by Company in writing. Waste materials collected, and Customer agrees not to transport or permit the transport of any waste therefrom, except as approved by Company (collectively, "Excluded Materials"). This is not a liability for Excluded Materials provided in this Agreement or applicable law.

2. TERM: The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period so forth therein unless either party gives to the other party written notice (See Section 11(a)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days prior to the termination of the then existing term. Notice of termination received after either party gives to the other party will be considered unilaterally removed upon completion of the then existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(c)), Customer may terminate its agreement with the Company by providing written notice to the Company no later than thirty (30) days after the Company's failure to perform the services as demanded. Upon termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase without sufficient advance written notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. **CHARGES, PAYMENTS, ADJUSTMENTS.** Upon receipt of any invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including rental and maintenance, furnished by Company ("Company"). Company reserves the right to increase the Charges payable by Customer payable by Customer within the Term (a) for any change in the Weight Meters or of the Weight Meters or of the Weight Meters per unit and/or Customer's Waste Materials exceeds the amount specified in the Service Summary; (b) for any increase in or other modification to the Company's Fuel Recovery Charge, Regulatory Charge, Recovery Charge, Recycle Charge, Environmental Charge, and/or any Fee-Charges included in the Service Summary; (c) to cover any increases in disposal and/or third party transportation costs, including fuel and ancillary; (d) to cover increases in cost due to unavailability of the equipment, including, without limitation, changes in fuel, base or federal tax or regulatory, imposition of taxes, fees or surcharges or of cost of good and/or cost of materials and natural resources; and (e) to cover any other increase in the Effective Date for the specified in the Service Summary; Customer's pay Amount (the "Payable Amount") through (i) direct payment for services in any Customer Price Index or components thereof applicable to the Services provided under this Agreement that have been granted by Customer; (ii) payment for services as provided as detailed in Company's Invoicing, Billing, and/or Financials; and/or (iii) payment for services as provided as detailed in Company's Invoicing, Billing, and/or Financials. Company may include an amount for Company's processing or profit margin. Company may also reserve the right to change the subject to Customer's rights under Section 7. Any charges in excess of the Payable Amount shall be subject to Customer's rights under Section 7. Any Customer's invoice balance and paid within thirty (30) days of the date of the invoice is subject to a late charge, and any Customer check cleared for insufficient funds is subject to a Non-Sufficient Funds fee, both in the event that payment is not made within two (2) business days of the invoice date. Customer acknowledges that any late charge charged by the Company is paid to (b) the Company's account payable and receipt of an undistributed balance. Customer shall even that payment is not made within two (2) business days of the invoice date. Customer acknowledges that any late charge charged by the Company is paid to (b) the Company's account payable and receipt of an undistributed balance. Customer shall pay a reservation charge in the event that the service is suspended in excess of fifteen (15) days. Company may terminate this Agreement for such default and incur any expense and all amounts owed hereunder, including liquidated damages under Section 7.

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ADDENDUM NO. 1
TO WASTE MANAGEMENT SERVICE AGREEMENT
BETWEEN
WASTE MANAGEMENT OF TEXAS, INC.
AND
WILLIAMSON COUNTY, TEXAS

The underlying Waste Management Services Agreement (the "Agreement"), between Waste Management of Texas, Inc. ("WMI") and Williamson County, Texas ("Customer") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. Termination for Convenience. Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to WMI. In the event of such termination, it is understood and agreed that only the amounts due to WMI for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination of this Agreement for convenience.

2. No Indemnification by Customer. WMI acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to WMI, therefore, all references of any in this Agreement to Customer indemnifying, holding or saving harmless any other party, including but not limited to WMI, for any reason whatsoever are hereby deemed void and deleted. However, Customer agrees that it retains responsibility and liability for Excluded Materials per Section 1 of the Agreement.

3. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the

defense of governmental immunity under the laws of the State of Texas and of the United States.

5. Customer's Right to Audit. WMI agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all non-confidential books, documents, papers and records of WMI which are directly pertinent and related to the services to be performed under this Agreement for the purposes of making audits or examinations. WMI agrees that Customer shall have access during normal working hours to all necessary WMI facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section so long as Customer shall give WMI reasonable advance notice of intended audits. Customer and WMI shall agree upon a mutually convenient date and time for such audit.

6. Non-Appropriation and Fiscal Funding. The obligations of the Customer under this Agreement do not constitute a general obligation or indebtedness of Customer for which Customer is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Customer shall have the right to terminate this Agreement at the end of any Customer fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving written notice of termination to WMI at the end of its then-current fiscal year to be effective as of the last day of Customer's fiscal year.

7. Payment, Interest and Late Payments. Customer's 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 Customer 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 Customer 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 Customer'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.

In the event that an error appears in an invoice submitted by WMI, Customer shall notify WMI of the error not later than the twenty first (21st) day after the date Customer receives the invoice. If the error is resolved in favor of WMI, WMI shall be entitled to receive interest on the unpaid balance of the invoice submitted by WMI beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Customer, WMI shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

8. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint

ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

9. Sales and Use Tax Exemption. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Customer. Exemption certificates will be provided to contractors and suppliers upon request.

10. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Waste Management of Texas, Inc. ("WMI")
By: Mignon Owens
Printed Name: Mignon Owens
Title: Account Manager-WM
Date: June 27, 2017

Williamson County, Texas ("Customer")
By: Dan A. Gattis
Title: County Judge
Date: 07-13, 2017