



Waste Management of Texas, Inc.
9821 Katy Fwy Ste 700
Houston, TX, 77024-1230
(800) 772-8653

WM Agreement # S0008129655
Customer Acct #
Acct. Name WILLIAMSON CO ROAD
Salesperson AND BRIDGE
Effective Date 11/21/2016
Last API Date

Service Agreement

Non-Hazardous Waste Service Summary

Service Information				Billing Information			
Name	WILLIAMSON CO ROAD	Contact	DARIBEL TEXIDOR	Name	WILLIAMSON CO ROAD	Contact	DARIBEL TEXIDOR
Address	3151 SE INNER LOOP	Telephone #	(512) 943-3330	Address	3151 SE INNER LOOP	Telephone #	(512) 943-3330
City/State/Zip	GEORGETOWN, TX	Fax #	(912) 943-3335	City/State/Zip	GEORGETOWN, TX	Fax #	(512) 930-3313
County/Parish	WILLIAMSON	Email	rbaccounting@wllco.org	County/Parish	WILLIAMSON	Email	rbaccounting@wllco.org
Customer Comments:				PO#			
Service Description & On Demand Rates							

Quantity	Equipment	Material Stream	Frequency	Haul Rate	Disposal Rate (per Ton Over 10.00)	Minimum Haul/Month (Over 30 days)	Minimum Tons:
1	20 Yard Open Top	MSW Commercial	On Call	\$ 210.00	\$ 0.00	\$ 320.00	Minimum Hauls: 2 (Hauls)

Customer's Waste Materials not to exceed an average weight of lbs./yard.

Initial One Time Service Charges

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
	Dr. X Gatto	Gen. Mgr	07-13-2017
Company Waste Management of Texas, Inc.	Printed Name	Title	Date
	Alyson Owens	Waste Management Sales Rep	07/13/2017

Terms and Conditions on following page(s)

[illegible]

2. **TERMS.** The term of this Agreement is set forth on the Service Summary of the Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew, for the period set forth therein unless either party gives to the other party written notice (see Section 1(c)) of termination at least thirty (30) days prior to the termination of the then-existing Term. Notice of termination received at any other time will be considered ineffective and the renewal will be considered automatically renewed upon completion of the then-existing term.

3. **RECEIVES CUMULATIVE 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 this Agreement with the payment of all monies due through the termination date. If the Company receives the charges payable by Customer, Customer shall have the right to terminate this Agreement by giving notice to the Company no later than the fifth (5th) day after the Company receives the charges payable by Customer or such increase in charges in writing. If Customer or another Company of which Customer is an officer, director, shareholder, partner, affiliate, subsidiary, agent, or assignor, or any of them, is a party to a contract with the Company, the termination of this Agreement shall be of no force and effect if the Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased charges shall be binding and enforceable against Customer under this Agreement.

[illegible]

5. **CHANGES.** Changes in the frequency of collection services, scheduled, number, capacity and/or type of equipment, and any changes to amounts payable shall remain valid and enforceable with respect to services rendered in California by payment of the services or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered in California by payment of the services or by the actions and practices of the parties.

6. **EQUIPMENT.** All equipment furnished by Company shall remain the property, however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and its contents while in Company's location. Customer shall return the equipment to Company in the condition in which it was received, material wear and tear excepted. Customer shall provide safe and secure storage for the equipment at its location. Company may suspend and/or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for the equipment at the scheduled collection day caused by or resulting from Company's failure to receive the equipment. Customer warrants that Customer's property is sufficient to bear the weight of the equipment or Company's services. Any damage to the Customer's apartment or any other space resulting from the equipment or Company's services caused by or resulting from Company's failure to receive the equipment shall be the responsibility of the Customer. Customer shall be responsible for any damage to, or loss of, any service or equipment.

2. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates the Agreement for Customer's non-payment, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if this terminating Term (including any applicable Renewal Term) is terminated by the Customer, a dollar amount equal to the average of all monthly charges paid by the average of the six most recent months immediately preceding the date of termination; or (b) if the terminating Term is terminated by the Company, a dollar amount equal to the average of all monthly charges paid by the average of the six most recent months immediately preceding the date of termination. Company acknowledges that the actual damages to Company caused by the number of months remaining in the Term of a Customer's early pay are difficult to estimate. Therefore, the amount of \$100 per early termination is a reasonable and commensurate estimate of the actual damages to Company caused by the number of months remaining in the Term of a Customer's early pay. The foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is not intended to be punitive or as a penalty. The foregoing liquidated damages amount is not subject to any cap or limit and is not subject to any offset or credit.

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APPENDUM 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

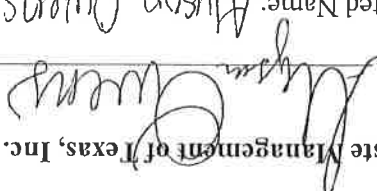
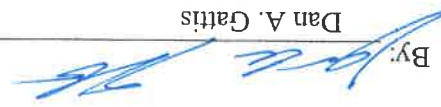
ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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: 
Title: Alison Owens
Printed Name: Alison Owens
County Judge Title: Dan A. Gattis
By: 
Title: County Judge
Account Mgr- Waste Mgmt Title: Account Mgr- Waste Mgmt
Date: June 27, 2017
Date: 07-17, 2017