



9665 JADE AVENUE
 PORT ARTHUR, TX 77640
 PHONE 409-736-2447

MARGIE R IBARRA
 COUNTY CLERK
 FILED

2022 AUG -9 PM 2:12

WEBB COUNTY, TEXAS

Account Type	New
Account Number	BY <i>all</i> DEPUTY
Tax Exempt	

SERVICE AGREEMENT

Customer Information

Facility name	WEBB COUNTY PUBLIC HEALTH SERVICES		
Address	1620 SANTA URSULA AVE	Suite #	
City	LARADO	TX	78040
Phone	956-523-4733	Fax	
Contact	SANDRA IBARRA	Title	OFFICE MGR.
Email	SANDRAIBARRA@WEBBCOUNTYTX.GOV		

Billing Information (if different)

Name	WEBB COUNTY BUSINESS OFFICE		
Address	1110 WASHINGTON ST. STE 203		
City	LAREDO	TX	78040
Phone	(956) 523-4090	Fax	
Contact	REBECCA GARCIA	Title	DEPARTMENT HEAD
Email	APINVOICES@WEBBCOUNTYTX.GOV		

Contract Facility Information

NAME	BioMedical Waste Solutions, LLC.
CONTACT	RUSTY JACKSON
PHONE	281-705-5676

Container Frequency Rate Per

BOX	1x4	\$120.00	FLAT

STOP MINIMUM

FUEL CHARGE

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Special Instructions:

\$120 FLAT MONTHLY RATE TO INCLUDE UP TO 3 BOXES PER PICK UP.
 ADDITIONAL BOXES \$30 PER BOX.

Contract Effective Date JULY 1, 2022 SEPTEMBER 30, 2023

First Pickup _____

The undersigned has read and understands the attached Terms and Conditions of this agreement.

[Signature] 7/28/2022
 Customer Signature Date
Tam E Tijerina County Judge
 Customer Printed Name Title

[Signature] 6/29/22
 BWS Representative Signature Date
 RUSTY JACKSON Sales Dir.
 BWS Representative Printed Name Title



TERMS AND CONDITIONS

PAYMENT TERMS – ALL PAYMENTS ARE DUE AND PAYABLE UPON RECEIPT AND WILL BE DEEMED IN ARREARS (30) THIRTY DAYS AFTER INVOICE DUE DATE. ALL STOPS ARE INVOICED A ONE BOX MINIMUM PER STOP

AMENDMENTS. BWS may propose amendments or additions to this Agreement and will inform Customer of a proposed change by written notice. Customer will be deemed to have agreed to the change if BWS does not receive a written response from Customer to its proposed change within (30) thirty days following the mailing of the notice.

BINDING EFFECT. This Agreement shall be binding upon and insure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and permitted assigns.

GOVERNING LAW, VENUE AND JURISDICTION. This Agreement and any addenda hereto have been prepared, are executed and delivered and are intended to be performed in the State of Texas, and the substantive laws of Texas and the applicable federal laws of the United States shall govern the validity, construction, enforcement and interpretation of this Agreement and addenda hereto and the relationship created by this Agreement and any addenda hereto. The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Agreement occurred or shall occur in Jefferson County, Texas, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Texas in Jefferson County; (ii) consents to the jurisdiction of such court in any such suit, action or proceeding; (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in such court; and (iv) agrees that service of any court paper may be effected on such party by mail as provided in this Agreement or in such other manner as may be provided under applicable laws or court rules in the State of Texas.

WAIVER. No failure or delay by either party in exercising any right or remedy under this Agreement or any addenda hereto shall operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of that or any other right or remedy. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by both parties and any such written waiver shall only be applicable to the specific instance to which it related and shall not be deemed to be a continuing or future waiver. Customer's rights and remedies under this Agreement and any addendum hereto shall be in addition to all other rights and remedies provided by law.

TT (Customer Initials)



TERMS AND CONDITIONS. This Agreement between BioMedical Waste Solutions, LLC (BWS, Company) and WEBB COUNTY PUBLIC HEALTH SERVICES (Customer) shall commence JUNE, 1, 2022 AND SHALL CONTINUE UNTIL SEPTEMBER 30, 2023.

TERMINATION. This Agreement may be terminated by Customer in the event of a material breach of the terms of this Agreement provided Customer gives BioMedical Waste Solutions, LLC (BWS) written notice of any alleged breach and such breach remains uncured for a period of 30 days following receipt of written notice to BWS. However, Customer may elect to terminate this Agreement prior to its expiration without any breach by either party by giving written notice to BWS by registered or certified mail or by fax on company letterhead and paying BWS an amount equal to the average monthly bill for the current term of the contract multiplied by the remaining months on the contract but not to exceed twelve months.

SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law; however, if any provision of this Agreement shall be invalid or prohibited for any reason, any such provision shall be ineffective only to the extent of any such prohibition or invalidation and the remainder of any such provision and the remaining provisions of this Agreement shall remain valid and enforceable under all provisions listed therein.

COUNTERPARTS, FACSIMILE SIGNATURE DELIVERY. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument. The parties acknowledge that the delivery of executed counterparts of this Agreement may be offered by facsimile transmission. This Agreement will be deemed effective as of the date signed by Customer.

TT (Customer Initials)



COMPLETE AGREEMENT. This Agreement contains the sole and entire agreement between the parties as to the matters contained herein, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to such matters of this Agreement or any representations except as are specifically set forth herein, and each party acknowledges that it has relied on its own judgment in entering into this Agreement. The parties further acknowledge that statements or representations that may have been heretofore made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection its dealing with the other

Regulated Medical Waste: Waste derived from the treatment of human or animal with the potential to be infectious to the community or waste that has been used for research of biological products must be placed in approved containers (box or plastic tub) lined with red bags. Full bags shall be tied and containers shall be closed to prevent leaks or loss of solid or liquid waste. All individual containers shall not exceed 40 lbs.

Contaminated Sharps Waste: Any contaminated object that can penetrate the skin and potential breakable containers of infectious items, such as blood, must be packaged in leak resistant, rigid, closable, puncture resistant containers and placed in approved containers for transport. All individual containers shall not exceed 40 lbs.

Expired Pharmaceutical Waste: any expired medications which are NOT: P-listed drugs, U-listed drugs, or any pharmaceuticals which contain heavy metals and mercury. All individual containers should not exceed 40lbs. and MUST BE PROPERLY MARKED FOR DESTRUCTION.

Pathological Waste: Surgical specimens, animal or body parts, tissues, and organs must be placed in approved containers (box or plastic tub) lined with red bags. Full bags shall be tied and containers shall be closed to prevent leaks or loss of solid or liquid waste. All individual containers shall not exceed 40 lbs. and MUST BE PROPERLY MARKED FOR DESTRUCTION.

Trace Chemo Waste: All waste pertaining to applicable laws and regulations classifying as trace chemo waste must be placed in approved containers (box or plastic tub) lined with red bags. Full bags shall be tied and containers shall be closed to prevent leaks or loss of solid or liquid waste. All individual containers shall not exceed 40 lbs. and MUST BE PROPERLY MARKED FOR DESTRUCTION.

Waste NOT accepted by BWS:

- | | | | |
|--|-------------------------|----------------------------|---------------------------------|
| *Hazardous waste (including but not limited to): | *Mercury | *Amalgam | *Chemicals |
| *Full Body Remains | *Fetal Remains | *Bulk Chemo Waste | *Hazardous Pharmaceutical Waste |
| *Radioactive Waste | *All Aerosol Containers | *Improperly Packaged Waste | *Loose Sharps |

 (Customer Initials)

IN WITNESS WHEREOF, Webb County, Texas has caused this instrument to be executed in its behalf by Hon. Tano E. Tijerina, its Webb County Judge, duly authorized by the Commissioner's Court of Webb County, Texas, and Bio Medical Waste Solutions, on this 9th day of August, 2022.

ATTESTED:



Margie Ramirez-Ibarra
Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Jorge Trevino

Jorge Trevino

Assistant General Counsel
Civil Legal Division

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On July , 2022, item no. ().