SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION

CUSTOMER NAME: GILA COUNTY HEALTH SERVICES - GLOBE
ADDRESS: 5515 S. APACE AVE. STE. 100
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 402-8807
CONTACT:
TITLE:

BILLING INFORMATION

CUSTOMER NAME: GILA COUNTY FIANCE DEPT
ADDRESS: 5515 S. APACHE BLVD STE. 100
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 402-8811
PURCHASE ORDER #
CONTACT: CHUCK TURNEY
TITLE:

SERVICE DESCRIPTION

SERVICE BEGINS ON: ___/___/___

CONTAINERS: QUANTITY: 1 TYPE: 48 GALLON/W LINER

RATES: $ 83.00 FIRST 48 GALLON/W LINER - $35.00 EACH ADDITIONAL 48 GALLON CONTAINER - (SAME DAY PICKUP) - $.75 @ LINER - $1.00 FUEL SURCHARGE

EXISTING WASTE:

SERVICE INTERVAL: BI-MONTHLY SERVICE HOURS: M-F 8-5

SPECIAL INSTRUCTIONS:

DATE OF AGREEMENT: 10/24/12

NEW ___ RENEWAL ✓ ADDITIONAL SITE ___
1 2 3

TERMS AND CONDITIONS

BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND THAT CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS ABOVE AND BELOW ON THIS PAGE.

"CONTRACTOR"	"CUSTOMER"
HEALTHCARE MEDICAL WASTE SERVICES	GILA COUNTY HEALTH SERVICES - GLOBE
HEALTHCARE MEDICAL WASTE SERVICES	CUSTOMER NAME
BY (SIGNATURE) Sallie Wilkins	BY (SIGNATURE) Don E McDaniel Jr 11/6/12
NAME: SALLIE WILKINS	NAME: DON E. MCDANIEL, JR.
TITLE: OFFICE ASSISTANT	TITLE: COUNTY MANAGER

Scope of Services: Health Care Medical Waste Services (hereafter referred to as "HMWS") agrees to provide all treated and untreated Bio-Medical waste removal services to customer as indicated above at customer's address. HMWS shall dispose of the waste in such manner as required by Federal, State, and local regulations.

Term, Suspension and Termination: The initial term of this agreement shall be for a period of twelve (12) months, and shall automatically continue thereafter for successive terms of twelve (12) months. Contractor and Customer shall have the right to terminate this agreement as of the end of the initial term or any successive term effective upon sixty (60) days prior written notice (by certified mail) to the other. In the event Customer terminates services hereunder or this agreement prior to expiration of the term hereof or fails to perform in accordance with any provision of this agreement. Contractor shall have, without limitation, all rights and remedies provided at law or in equity, as well as the following: (A) Contractor may terminate this agreement and recover the following amount which the parties hereby acknowledge constitutes Contractor's liquidated damages and not a penalty; the greater of: (a) twenty percent (20%) of the Customer's average monthly charge multiplied by the number of months (including partial months) remaining until the expiration of the then current term of the agreement, or (b) $800. (B) Contractor may suspend this agreement until all defaults are cured by Customer, recover any damages sustained thereby, and, upon the the curing of all defaults by Customer, reinstate service pursuant to this agreement for the remainder of the term. Under such circumstances, the term shall not be extended for the period of such suspension. In addition, in the event Customer fails to pay Contractor any amounts due hereunder, or otherwise fails to perform this Agreement, and Contractor refers such matter to an attorney, Customer agrees to pay in addition to other amounts adjudged due, any and all costs incurred by Contractor as a result of such action, including costs of court and to the extent permitted by law, reasonable attorneys' fees.

Payment Terms: HMWS shall submit an invoice to Customer for services as established above plus all applicable taxes. Customer agrees to make payment of such invoice within thirty (30) days after date thereof. Any payments not received within thirty (30) days of invoice date, will be considered past due. All invoices are payable in full without abatement or setoff.

In the event the Customer fails to pay HMWS all amounts which become due under this agreement, or fails to perform its obligations hereunder, should HMWS refer such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by HMWS as a result of such action, including a reasonable attorney's fee.

Binding Effect: This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

1-YR WITH OPTION TO RENEW

Notwithstanding any other provisions of this agreement to the contrary, it shall be HMWS right to sub-contract any aspect of its services.

Packaging Supplies: All packaging supplies furnished by HMWS shall be under custody and control of Customer, and Customer accepts responsibility for supplies. Supplies shall at all times remain sole property of HMWS. Any container which is damaged or lost will be replaced by Customer at Customer's expense. Customer is solely responsible for properly and lawfully packaging, labeling, and storing Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Customer by Contractor, shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Biomedical Waste which, in Contractor's judgement, it cannot transport, treat or dispose of in a lawful manner or without a risk or harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to the off-specification charges for repackaging and/or special handing. No containers will be picked up that are wet or leaking.

Force Majeure: HMWS shall not be liable for loss, damage, detention, or delay nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other action of workmen, act or any omission of any governmental authority, or of the Customer, insurrection or riot.

Default: HMWS may terminate this agreement without notice if customer: (a) Fails to make payment required within thirty (30) days of due date; (b) Files a petition in bankruptcy or proceedings in bankruptcy are instituted against Customer and not dismissed or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or recognition act, or a receiver is appointed, or Customer shall make assignment for the benefit of creditors, or; (c) Otherwise breaches any of the terms and conditions hereof. Upon termination of this agreement, HMWS shall be entitled to exercise all rights and remedies provided by law or equity and Customer shall pay, in addition to any damages, reasonable attorney's fees.

Hazardous, Toxic or Dangerous Waste: CUSTOMER SHALL NOT TENDER TO HMWS ANY BIO-MEDICAL WASTE THAT IS OR CONTAINS: (1) a HAZARDOUS SUBSTANCE as that term is defined in Section 101 (4) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) or either by characteristic or listing, is deemed to be a hazardous substance under any applicable Federal, State or Local Law, (ii) "hazardous waste" as that term is described under the Resource Conservation and Recovery Act ("RCRA"), (iii) a radioactive substance, (iv) a volatile or explosive substance, or (v) a toxic substance. Customer agrees to indemnify and hold HMWS, its directors, officers, and employees harmless from and against any and all liability, cost damage, fine or other expense, including attorney's fees, resulting from Customer's disposition of hazardous, toxic or dangerous waste in violation of this agreement.

SUBJECT TO ATTACHMENT "A"

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

HEALTHCARE MEDICAL WASTE SERVICES:

Sallie Wilkins
Individual Authorized to Sign

SALLIE WILKINS
Print Name

OFFICE ASSISTANT
Title

10-24-12
Date