



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Jane Parker to:

Agreement No.: A-14713, Amendment No. 1

Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 1 with Stericycle Inc. who provides proper disposal of medical waste, with non-standard language, extending the agreement two years with a new end date of 6/30/2022.

PASSED AND ADOPTED on this 19th day of May 2020, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 19, 2020.

Dated: May 19, 2020

File ID: 20-402

Agenda Item No.: 37.

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

A handwritten signature in cursive script that reads "Joel Pablo".

Joel G. Pablo, Deputy

AMENDMENT #1

AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & STERICYCLE, INC

THIS AMENDMENT is made to the AGREEMENT for retrieval and proper disposal of medical waste for the Monterey County Sheriff/Coroner's Office, by and between STERICYCLE, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement on July 1, 2018 with a Not to Exceed amount of \$50,000.00 and a term date ending June 30, 2020; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by extending the term of AGREEMENT by two (2) years 7/1/2020 to 6/30/2022.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from 7/01/2018 to 6/30/2020*" and replacing it with, "*The term of this Agreement is from 7/01/2018 to 6/30/2022.*"
2. EXHIBIT B – Requested Language Modification to Standard County Agreement is added and attached hereto per Amendment 1.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 1, 2018.

Stericycle, Inc.

Amount: \$50,000.00

Term: 07/01/2018 to 06/30/2022

AMENDMENT #1

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:

Debra Wilson, Contracts/Purchasing Supervisor
Contracts/Purchasing Officer

Dated: 5/27/2020 | 10:08 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Burcu Mousa
Deputy Auditor/Controller

Dated: 5/8/2020 | 1:43 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

DocuSigned by:

Ime Grant
Deputy County Counsel

Dated: 5/7/2020 | 9:18 AM PDT

Stericycle, Inc.

By: _____

Signature of Chair, President, or Vice President

Joe Sagala Government Account Executive
Printed Name and Title

Dated: 4/7/2020

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated: _____

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Stericycle, Inc.
Amount: \$50,000.00
Term: 07/01/2018 to 06/30/2022

EXHIBIT B

EXHIBIT B

Requested Language Modification to Standard County Agreement

CONTRACTOR requests the following language changes to the County's Standard Agreement. These changes have been discussed with CONTRACTOR, and CONTRACTOR is aware that these changes will require Board of Supervisors Approval.

Section 7.02

Remove:

"effective immediately upon written notice to CONTRACTOR"

Replace with:

"upon CONTRACTOR's failure to cure a defect within ten (10) days upon written notice"

New language with change:

The County may cancel and terminate this Agreement for good cause *upon CONTRACTOR'S failure to cure a defect within ten (10) days upon written notice*. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

Stericycle, Inc.

Amount: \$50,000.00

Term: 07/01/2018 to 06/30/2022

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Stericycle, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide retrieval and proper disposal of medical waste for Monterey County Sheriff/Coroner's Office. Waste disposal shall comply with terms of Health and Safety Code Section 118220.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 50,000.00.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from 07/01/2018 to 06/30/2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit B Stericycle BioMedical Waste Removal document
Exhibit C Stericycle Pharmaceutical Waste Removal document

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 **Confidentiality.** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<hr/> Nina Ryan, Management Analyst II <hr/> Name and Title	<hr/> Maximilliam Von Lehe, Compliance Solution Specialist <hr/> Name and Title
Monterey County Sheriff's Office/Fiscal Division 1414 Natividad Road Salinas, CA 93906 <hr/> Address	Stericycle, Inc. 4010 Commercial Avenue Northbrook, IL 60062 <hr/> Address
831-755-3708 ryann1@co.monterey.ca.us <hr/> Phone	847-943-6428 <hr/> Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY		CONTRACTOR
By: <u>[Signature]</u> Contracts/Purchasing Officer	<u>MACT. Scherz</u> Deputy Purchasing Agent County of Monterey	<u>Stericycle, Inc.</u> Contractor's Business Name*
Date: <u>5/15/18</u>		
By: _____ Department Head (if applicable)		By: <u>[Signature]</u> (Signature of Chair, President, or Vice-President)*
Date: _____		<u>Joe Sogala Government Specialist</u> Name and Title
Approved as to Form ¹		Date: <u>4/23/18</u>
By: <u>[Signature]</u> County Counsel		By: <u>[Signature]</u> (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date: <u>5/04/2018</u>		<u>Michael Scherr Secretary</u> Name and Title
Approved as to Fiscal Provisions ²		Date: <u>4/23/18</u>
By: <u>[Signature]</u> Auditor/Controller		
Date: <u>5-17-18</u>		
Approved as to Liability Provisions ³		
By: _____ Risk Management		
Date: _____		

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8



Stericycle
Protecting People. Reducing Risk.™

CERTIFICATE

(Authority to enter into a Customer Contract)

I, Charles A. Alutto, do hereby certify the following:

1. I am President and the Chief Executive Officer of Stericycle, Inc., a Delaware company ("Stericycle");
2. Attached hereto as Exhibit A is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of Stericycle;
3. The resolutions attached hereto as Exhibit A have not been amended or rescinded and remain in full force and effect as of the date hereof; and
4. I hereby delegate my authority to sign and deliver the Customer Contract, and to take any additional action to enable the Company to enter into and perform under the Customer Contract, to Joe Sagala.

Charles A. Alutto

State of Illinois
County of Lake

The foregoing instrument was acknowledged before this 11th day of May, 2017.

Timothy Kouba, Notary Public
My Commission Expires: November 28, 2020

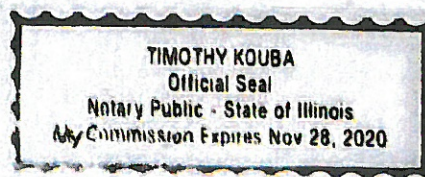


EXHIBIT A

WHEREAS, from time to time the Company is required or requested by a customer or potential customer to deliver a copy of a resolution or other evidence that the Company has the authority to enter into a contract for the provision of medical waste management services (a "Customer Contract") and/or that one or more of its officers has the authority to sign a particular Customer Contract for and on behalf of the Company; and

WHEREAS, the Board of Directors, without limiting the authority of the Company or its officers generally, desires expressly to grant to certain of the Company's executive officers (its President and Chief Executive Officer, Charles A. Alutto, its Executive Chairman of the Board, Mark C. Miller, its Executive Vice President and Chief Financial Officer, Frank J.M. ten Brink, its Executive Vice President and Chief Operating Officer, Richard T. Kogler, and its Executive Vice President and President, Recall and Return Management Services, Michael J. Collins (the "Authorized Officers")) the authority to enter into any Customer Contract in the ordinary course of business.

Corporate Authority

NOW THEREFORE BE IT RESOLVED that the Company is authorized to enter into and perform any Customer Contract which any Authorized Officer, in his sole discretion, considers to be entered into in the ordinary course of business.

Authorized Signatories

IT IS FURTHER RESOLVED that each of the Authorized Officers (to-wit, the Company's President and Chief Executive Officer, Charles A. Alutto, its Executive Chairman of the Board, Mark C. Miller, its Executive Vice President and Chief Financial Officer, Frank J.M. ten Brink, its Executive Vice President and Chief Operating Officer, Richard T. Kogler, and its Executive Vice President and President, Recall and Return Management Services, Michael J. Collins) is authorized (acting alone or together) to sign and deliver any Customer Contract which he, in his sole discretion, considers to be entered into in the ordinary course of business.

IT IS FURTHER RESOLVED that each of the Authorized Officers is authorized (acting alone or together) to take any additional action to enable the Company to enter into and perform under any Customer Contract, including, without limitation, executing any and all documents, agreements and other instruments, and any amendments, revisions, or modifications, as he may deem necessary, desirable or appropriate.

Designated Authorized Signatories

IT IS FURTHER RESOLVED that any Authorized Officer may delegate his authority, to sign and deliver any Customer Contract, and to take any additional action to enable the Company to enter into and perform under any Customer Contract, to any designated employee of the Company as he considers appropriate, including without limitation, any Area Vice President, Vice President-Sales or Major Account Executive.



Stericycle
Protecting People. Reducing Risk.™

CERTIFICATE

(Authority to enter into a Customer Contract)

I, Charles A. Alutto, do hereby certify the following:

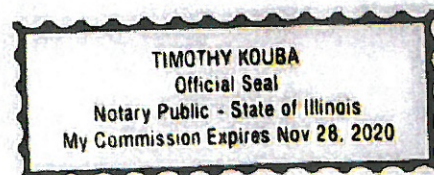
1. I am President and the Chief Executive Officer of Stericycle, Inc., a Delaware company ("Stericycle");
2. Attached hereto as Exhibit A is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of Stericycle;
3. The resolutions attached hereto as Exhibit A have not been amended or rescinded and remain in full force and effect as of the date hereof; and
4. I hereby delegate my authority to sign and deliver the Customer Contract, and to take any additional action to enable the Company to enter into and perform under the Customer Contract, to Michael Schorr.

Charles A. Alutto

State of Illinois
County of Lake

The foregoing instrument was acknowledged before this 11th day of May, 2017.

Timothy Kouba, Notary Public
My Commission Expires: November 28, 2020



Stericycle, Inc.

EXHIBIT A

WHEREAS, from time to time the Company is required or requested by a customer or potential customer to deliver a copy of a resolution or other evidence that the Company has the authority to enter into a contract for the provision of medical waste management services (a "Customer Contract") and/or that one or more of its officers has the authority to sign a particular Customer Contract for and on behalf of the Company; and

WHEREAS, the Board of Directors, without limiting the authority of the Company or its officers generally, desires expressly to grant to certain of the Company's executive officers (its President and Chief Executive Officer, Charles A. Alutto, its Executive Chairman of the Board, Mark C. Miller, its Executive Vice President and Chief Financial Officer, Frank J.M. ten Brink, its Executive Vice President and Chief Operating Officer, Richard T. Kogler, and its Executive Vice President and President, Recall and Return Management Services, Michael J. Collins (the "Authorized Officers")) the authority to enter into any Customer Contract in the ordinary course of business.

Corporate Authority

NOW THEREFORE BE IT RESOLVED that the Company is authorized to enter into and perform any Customer Contract which any Authorized Officer, in his sole discretion, considers to be entered into in the ordinary course of business.

Authorized Signatories

IT IS FURTHER RESOLVED that each of the Authorized Officers (to-wit, the Company's President and Chief Executive Officer, Charles A. Alutto, its Executive Chairman of the Board, Mark C. Miller, its Executive Vice President and Chief Financial Officer, Frank J.M. ten Brink, its Executive Vice President and Chief Operating Officer, Richard T. Kogler, and its Executive Vice President and President, Recall and Return Management Services, Michael J. Collins) is authorized (acting alone or together) to sign and deliver any Customer Contract which he, in his sole discretion, considers to be entered into in the ordinary course of business.

IT IS FURTHER RESOLVED that each of the Authorized Officers is authorized (acting alone or together) to take any additional action to enable the Company to enter into and perform under any Customer Contract, including, without limitation, executing any and all documents, agreements and other instruments, and any amendments, revisions, or modifications, as he may deem necessary, desirable or appropriate.

Designated Authorized Signatories

IT IS FURTHER RESOLVED that any Authorized Officer may delegate his authority, to sign and deliver any Customer Contract, and to take any additional action to enable the Company to enter into and perform under any Customer Contract, to any designated employee of the Company as he considers appropriate, including without limitation, any Area Vice President, Vice President-Sales or Major Account Executive.

EXHIBIT-A

EXHIBIT-A

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Stericycle, Incorporated, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Retrieval and proper disposal of biomedical waste for the County.
CONTRACTOR shall provide all labor, transportation and disposal associated with this service.

Retrieval and proper disposal of hazardous drugs for the County. CONTRACTOR Shall provide all labor, transportation and disposal associated with this service.

CONTRACTOR shall comply with the provisions of Health and Safety Code Section 118220, as indicated below:

Health and Safety Code Section 118220-Pathology waste of a human nature

Pathology Waste of a human nature, as defined in subparagraph (A) of paragraph (2) of subdivision (b) of Section 117690, shall be disposed of by interment, incineration, or alternative treatment technologies approved to treat this waste, pursuant to paragraph (1) or paragraph (3) of subdivision (a) of Section 118215.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$50,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Stericycle, Incorporated
Amount: \$50,000.00
Term: 07/01/2018 to 06/30/2020

EXHIBIT-A

BIOMEDICAL WASTE EXHIBIT B: Pick-ups are one (1) time a week,
Fifty-two (52) times per year

Box Charge:	\$35.12	Stop Charge:	\$ 0.00
Pathology Charge:	\$86.39	Minimum Pick-up Charge:	\$70.24
Fuel Charge:	\$ 0.00	Stop with No Waste to Pick-Up:	\$70.24

HAZARDOUS DRUG DISPOSAL EXHIBIT C: One (1) pick-up per year, to be
Scheduled by County staff

Drug Disposal Charge: \$588.00 one (1) time a year, for up to two (2) containers
Additional Pick-Ups : \$700.00 per each stop, \$200.00 per each additional container

Pick-up Tags must clearly list the following data:

- Date and Time of Pick-up
- Count, size and type of Units picked up
- Signature of Driver
- Any supporting paperwork regarding disposal of the waste.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur monthly. It is preferable to submit statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

Stericycle, Incorporated
Amount: \$50,000.00
Term: 07/01/2018 to 06/30/2020

EXHIBIT-A

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

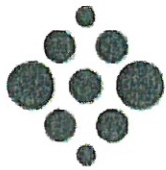
County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Stericycle, Incorporated
Amount: \$50,000.00
Term: 07/01/2018 to 06/30/2020



Stericycle®
Protecting People. Reducing Risk.™

BIOMEDICAL WASTE SERVICES AGREEMENT

Account # 6108171-001

Service Name and Address

Name: Monterey Cty Sheriff-Coroner

Address: 1414 Natividad Rd

Address:

City, State, Zip: Salinas, CA 93906

Phone: 831-755-3767 Fax:

Contact Name: Nina Ryan

Email: RyanN1@co.monterey.ca.us

Date of Service Agreement: 7/1/2018

Billing Name and Address (If different than service address)

Name: Monterey County Sheriff

Address:

Address:

City, State, Zip:

Phone: Fax:

Contact Name: Accounts Payable

Email: RyanN1@co.monterey.ca.us

Frequency of Service: 1x Weekly (52 Stops)

SERVICE DESCRIPTION:

MEDICAL WASTE SERVICE INCLUDING: PACKAGING MATERIALS, TAPE, LABELS, TREATMENT, DESTRUCTION AND DOCUMENTATION

RATE STRUCTURE: BOX CHARGE(S) + STOP CHARGE = PICKUP FEE

Box Charge: \$ 35.12/ RMW, \$86.39/ Path/Chemo (please adhere to proper weight limits on all containers)

Stop Charge: \$ 0.00 (charged each time we stop at your facility)

Minimum Fee Per Pick Up: \$ 70.24

No Waste Fee: \$ 70.24 (Charged when driver makes pickup and office is closed during normal business hours or there is no waste for the driver to pickup)

Fuel Charge: \$ 0.00 (charged each time we stop at your facility)

Special Waste: \$n/a (Charge per fixer and developer jug(s) when picked up.

*Other Additional fees: n/a

Environmental / Regulatory Fee: n/a

By signing below I acknowledge that I am Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by the terms and conditions that appear on the second page hereof and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

CUSTOMER: X _____ PLEASE PRINT: _____ Title _____ Date: _____

STERICYCLE: X _____ PLEASE PRINT: Maximillian Von Lehe Title GAE Date: _____

Inter-Office use ONLY

Type of Agreement (Check one) New New Service Location Service Change Other Contract Change

Term of agreement 12 Months Date Sent: _____ Date Received: _____

Tax Exempt YES NO If yes, ID # _____ (copy must accompany paperwork) SFDC #: _____

Segment Code: _____ EPA/ Generator ID# _____

Routing Information (Operations Department) Customer Hours: _____

Route # _____ Cycle begin date __/ __/ __ Day of Service: Mon Tues Wed Thu Fri Sat Sun

Map Page / Grid # _____ Routing Comments : _____

TERMS AND CONDITIONS

1. Regulated Medical Waste Services (a) Stericycle, Inc. shall collect, transport, treat and dispose of all Regulated Medical Waste (except Non-Conforming Waste) generated by Customer during the term of this Agreement. (b) Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in Stericycle at the time it is loaded onto Stericycle's vehicle. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to the customer for proper disposal after collection. All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202 (Manifest). (c) Stericycle employees may refuse containers that are determined to be Non-Conforming Waste as identified in the Waste Acceptance Policy (WAP). Customer shall place only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other federal, state and local regulations. (d) Customer represents and warrants that i) the waste presented for disposal will not contain any "hazardous", "toxic", "radioactive" or Non-Conforming Wastes as defined by all applicable laws, regulations and the WAP, ii) the waste strictly conforms to Stericycle's WAP and their local laws and regulations concerning Regulated Medical Waste and iii) they have reviewed the attached WAP and its complete definitions and requirements. (e) Customer shall be liable for any and all injuries, losses and damages resulting from Non-Conforming Waste. (f) All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. (g) Further definitions are included under the current WAP, which is attached and made a part of this Agreement and specifically incorporated herein. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's WAP may also be obtained from your local Stericycle representative.

2. Term and Pricing Subject to the provisions below, the term ("Term") of this Agreement shall be Twelve (12) months from the Effective Date. (a) Customer shall have the option to renew for successive terms equal to the original Term (each an "Extension Term") provided Customer sends written notice to Stericycle at least sixty (60) days prior to each renewal date of its intention to renew. All Extension Terms shall be subject to the terms and conditions hereunder. (b) Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, residue disposal, or to otherwise address cost escalation. Customer and Stericycle agree that any adjustment made pursuant to this Paragraph, within each twelve (12) month period, will not exceed 5%. (c) In the event Customer terminates this Agreement prior to expiration of the term hereof (or any "Extension Term") or fails to perform any of its obligations under this Agreement, Stericycle shall have, without limitation, all rights and remedies provided at law or in equity. (d) Stericycle shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in Stericycle's sole discretion, to continue performing this Agreement.

3. Billing Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to Stericycle that are more than 30 days old, at a rate equal to the lesser of 1 1/4% per month or the maximum rate permitted by law. Customer shall bear any costs that Stericycle may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys' fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, Stericycle shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In addition to Stericycle's charges for services and products under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Stericycle's net income). Stericycle shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Stericycle in a timely manner. Notwithstanding any

limit to adjust the contract price, Stericycle reserves the right to further adjust the amounts payable and due to Stericycle for fees including, but not limited to environmental protection, compliance, waste management, or safety. In the event that Stericycle suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach (see 2(c), above), Stericycle may remove all containers belonging to it from Customer's premises and assess a \$50.00 pick up fee for such removal.

4. Surcharge Stericycle may also impose a surcharge in the event that Stericycle attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of Stericycle, either (a) there is no Regulated Medical Waste for Stericycle to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed. Excess waste volumes significantly greater than average volume for similar generators or exceeding maximum allowable containers per year shall be subject to a surcharge of customers current container rate plus 10%, at Stericycle's discretion. Stericycle will impose this surcharge to deter abuses, including but not limited to, solid waste disposed in the medical waste stream, or Customer consolidation of the waste of several generators under one site. Stericycle may bill additional charges for each non-compliant container provided by Customer. Non-compliant containers subject to additional charges include, but are not limited to containers that are overweight under applicable laws, rules or regulations; those containers exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged.

5. Liability for Equipment Customer shall have the care, custody and control of containers and other equipment owned by Stericycle and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

6. Indemnification (a) Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure to properly store, package, label, or segregate Regulated Medical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by Stericycle. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph. Customer agrees to pay Stericycle's reasonable attorney's fees incurred for any successful defense by Stericycle of a suit for indemnification brought against Stericycle by Customer. (b) Stericycle will indemnify and hold harmless any Customer who subscribes to a Preferred Program from any fine or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed only by the Preferred Program training and materials. Provided, however, that Stericycle's obligation to indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation and instruction included in the Preferred Program (whether expressed verbally by employees or agents of Stericycle or as set forth in any written or electronic materials) and (2) Customer notifying Stericycle as soon as possible after it learns that it will be the subject of an OSHA inspection, and shall allow employees or agents of Stericycle to attend the inspection and to defend the Customer's blood-borne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under this sub-Paragraph (b) to Stericycle's satisfaction shall absolve Stericycle of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Level Program.

7. Compliance Materials To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-

commercial use. Stericycle may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations, chambers of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges the prejudice that it causes to Stericycle by violating the foregoing terms as well as the difficulty in calculating economic damage to Stericycle as a result thereof and therefore agrees to pay to Stericycle the sum of \$5000.00 for each such violation of those terms. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term. **FOR PREFERRED PROGRAM CUSTOMERS ONLY:** Stericycle's OSHA Compliance Program includes: one annual on-site mock OSHA evaluation and one annual bloodborne pathogens training at a single Customer building for each site location where Regulated Medical Waste Services are provided.

8. Compliance with Laws. Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Customer acknowledges that Stericycle has advised Customer of the Regulated Medical Waste service frequency requirements within their state (if applicable), and Customer has determined its desired frequency independent of Stericycle's recommendation. Customer hereby agrees to indemnify and hold Stericycle harmless for any decisions around service frequency by Customer that do not comply with state regulations. Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

9. Exclusivity Customer agrees to use no other Regulated Medical Waste disposal service or method during the Term of this Agreement and any Extension Terms.

10. Excuse of Performance Stericycle shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

11. Independent Contractor Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

12. Amendment and Waiver Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement.

Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

13. Savings Clause In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.

14. Entire Agreement This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 12) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle, which consent of Stericycle may not unreasonably withhold.

15. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.

16. Notices All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth above.

17. Originals A copy or facsimile of this Agreement shall be as effective as an original.

18. Purchase Orders Any terms or conditions contained in any Purchase Order, Purchase Order Agreement, or other invoice acknowledgment, Order by Customer or proposed at any time by Customer in any manner, which vary from, or conflict with the terms and conditions in the Stericycle Service Agreement are deemed to be material alterations and are objected to by Stericycle without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Stericycle unless expressly accepted in writing. If Customer's standard purchase order form is provided to Stericycle in connection with this Agreement, the terms and conditions for that Purchase Order will be superseded by the provisions of this Agreement and the use of the purchase order shall be only to facilitate Customer's payment of fees to Stericycle. Written acceptance or rejection by Stericycle of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.

19. Waste Brokers Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, for Customer's breach of this representation and warranty.



REGULATED MEDICAL WASTE ACCEPTANCE POLICY

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

ACCEPTED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or Bio Medical Waste - Means a waste of reusable material derived from the medical treatment of an animal or human, which, includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

ACCEPTED MEDICAL WASTE WITH RESTRICTIONS

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimens (decontaminated of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances*
- **Callitane Only** - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics

REJECTED MEDICAL WASTE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices - Any mercury thermometers, sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State controlled substances*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fiber developer, fixers/en
- Compressed Gas Cylinders, Cartridges, Inhalers and Aerosol Cans
- Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits, lead-containing materials

Consult Stericycle representative for specific requirements

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at (866) 783-7422.

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information. You may also call (866) 783-7422.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this excludes RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, generators, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle cannot accept bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle cannot accept these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pre-treated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

* Un-declared from DEA Registrant

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (see 49 CFR 172.202).

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be returned for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.



Service Agreement: Hazardous Drug Disposal Service

Account/Site #6108171-001

Service Address
 Company Name: Monterey Cty Sheriff-Coroner
 Address 1: 1414 Natividad Rd
 Address 2: _____
 City/State/Zip: Salinas, CA 93906-3102
 Phone: () - ext. Fax: () -
 Contact: Hilary Ekberg Title: _____
 E-Mail: _____

Billing Address (If Different)
 Company Name: _____
 Address 1: _____
 Address 2: _____
 City/State/Zip: _____
 Phone: () - ext. Fax: () -
 Billing Contact: _____ Title: _____
 Billing E-Mail: _____

COMPLIANCE PORTAL 24x7 on MyStericycle.com



HAZARDOUS DRUG DISPOSAL SERVICE (HDDS) BENEFITS

- Flexible scheduling based on your HDDS pick-up needs
- Professional drivers with specialized training in transporting hazardous waste
- Hazardous waste manifests for all shipments as required by DOT
- Specially designed containers that meet state and federal regulations
- Guides, checklists and comprehensive waste segregation training reinforce proper handling procedures to ensure your team is knowledgeable about handling pharmaceuticals
- No set-up fee. Service includes RCRA containers, waste analysis & profiling, and waste segregation training*

CATEGORY	FREQUENCY (STOPS/YR)	MAX YEARLY CONTAINERS	\$/EA ADD'L STOP	\$/EA ADD'L CONTAINER
Hazardous Drug Disposal	1	2	\$700	\$200

- ✓ All fees are represented as 'flat monthly fees' except the 'additional usage fees' which are based on the transaction.
 - ✓ The 'maximum allowable containers per year' are for any combination of compatible and/or incompatible wastes
 - ✓ Incompatible wastes are typically segregated into 2 gallon containers, and must be segregated from compatible waste and other incompatible waste streams
 - ✓ P-listed waste should be segregated into 1.5 quart containers and then overpacked into a 2, 8, or 18 gallon container. The 1.5 quart container does not count towards the customer's annual allotment.
- * All HDDS customers will receive online access to MyStericycle.com in order to review proper pharmaceutical waste segregation practices and service details.

MONTHLY SERVICE FEE (\$ PER MONTH): \$ 49.00

Billing Schedule: Annually
 Contract Effective Date: 04/01/2018

Stericycle will not accept improperly identified or unidentified wastes. If the material is improperly identified or is not Conforming Waste, a \$500.00 rejection fee may apply.

The rates listed above include containers furnished by Stericycle for the proper management of designated wastes. Should these containers be misused, misplaced or require replacement (for any reason other than disposal of hazardous pharmaceuticals via Stericycle), Stericycle at its discretion, may charge a container replacement fee.

By signing below, I acknowledge that I am Customer's authorized officer or agent and have the authority to bind Customer to this Agreement. Customer agrees to be bound by the Terms and Conditions hereof including the Supplementary Definitions.

Customer
 Signature _____
 Name (Please Print) _____
 Title _____ Date _____

Stericycle
 Signature _____
 Maximillian Von Lehe
 Name (Please Print) _____
 GCSS
 Title _____



Terms and Conditions

This Service Agreement ("Agreement") between Customer and Stericycle, Inc. shall be for a term of **Twelve (12) months** ("Initial Term") and shall apply to all goods ("Supplies") and services provided by Stericycle to Customer at the Service Location(s) provided on page 1 to this Agreement or Schedule B, if attached and shall automatically renew for successive terms equal to the Initial Term unless either of the Parties has given written notice of termination at least 60 days prior to termination of the Initial Term or any successive term. Customer's Waste Profile(s), analytical testing, MSDS(s), reports of process generating waste, proposals and other information provided are hereby incorporated and Customer authorizes Stericycle to act as an authorized representative of Customer solely for the purpose of executing hazardous waste related regulatory documentation as may be required for each location serviced by Stericycle. Further, Stericycle is also authorized to perform hazardous waste determinations as required by 40 CFR 262.11 (and applicable State regulations) and to sign the waste characterization report documenting these determinations. Customer understands that all items to be transported are to be offered in accordance with the requirements of 49 CFR subparts 100-185 or Customer agrees to pay Overpack or added labor charges, as necessary, to conform to these requirements. Items offered for transportation must be free of Hazardous residue on external surfaces and be properly segregated to meet U.S. Department of Transportation requirements. All Terms and Conditions, except item 1 below, shall survive this Agreement's termination.

1. Customer agrees that while this Agreement is in effect, Stericycle has the exclusive right to provide: (a) the Supplies and service(s) described in Schedule A, and (b) all other Supplies and services provided to Customer by Stericycle during the time beginning with the Agreement Effective Date until this Agreement is terminated.
2. If Customer breaches this Agreement by terminating Stericycle's service prior to the expiration of its Term or any Extension Term, or in any other way violates this agreement in such a way that Stericycle's continued performance is rendered impossible or commercially impracticable, then, in addition to any rights and remedies Stericycle may have at law or in equity, Stericycle shall be entitled to collect from Customer an amount in liquidated damages equal to fifty (50) percent of Customer's average charge on a monthly basis based on the twelve (12) months' billings prior to the cessation of collections (or based on any lesser period if the contract began less than twelve months earlier) multiplied by the number of months remaining until the expiration date of the Term or Extension Term. Customer hereby acknowledges that Stericycle's damages resulting from the premature termination of collections are impossible of estimation and include lost profits, inefficiencies resulting from route changes, increased administrative overhead, unrecoverable sunk training/instruction costs and other elements of injury, and acknowledges further that the foregoing charge is reasonable and is not a penalty.
3. Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with changes in law, to cover increases in the cost of fuel, insurance, or residue disposal, or to otherwise address cost escalation. Stericycle may charge Customer a fee to cover its administrative costs in the event that Customer changes its service requirements during the Term or Extension Term.
4. Customer agrees that Stericycle shall have the option to utilize Subcontractors to provide the Supplies and services contemplated by this Agreement.
5. Stericycle's performance of disposal services under this Agreement shall be contingent on the end disposal facility's approval of Customer's Conforming Waste. In addition, Stericycle shall be excused from performance of Services if equipment, transporters or facilities become unavailable to Stericycle for any reason, including but not limited to an act of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw material, labor, containers, or transportation facilities, compliance with governmental requests, laws, regulations, orders or actions, revocation or modification of governmental permits or other required licenses or approvals, breakage or failure of machinery or apparatus, national defense requirements or any other event, including labor trouble, strike, lockout or injunction, that prevents the performance of the Services.
6. Health Insurance Portability and Accountability Act (HIPAA): This agreement in no way implicates the operation or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) nor any subsequent updates, and the Parties are not Business Associates of one another as defined therein.
7. Payment terms are net 30 days from invoice date. A finance charge equal to 18% per annum, or the maximum amount permitted by law shall be charged to

overdue invoices. Stericycle may terminate this Agreement at any time for non-payment.

8. Customer will provide Stericycle with complete and accurate Profile Sheet(s), Waste Characterization Form(s) and other Waste Characterization Data to assure accurate Waste Characterizations. Customer shall tender to SRCL only fully Conforming Waste and follow all applicable Laws in storing, handling, treating, segregating, labelling, securing, manifesting, and inspecting such Waste and in preparing and maintaining records relating to that Waste. Customer will provide Stericycle advance notice of any changes in the ingredients of, character of, substances contained in or processes involved in generating any Waste for which Services are performed, and Customer shall conduct a new Waste Characterization and provide Stericycle with revised Waste Characterization Data before tendering such Waste to Stericycle for Services. **The parties agree Hazardous Drug Disposal Service shall not include collection, transportation, treatment or disposal of controlled substances listed under the Drug Enforcement Administration and Customer shall not provide such items as part of its waste for collection by Stericycle.**
9. Indemnification. Stericycle will indemnify, defend and hold Customer, its directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, claims, suits, fines, penalties, costs and expenses (including legal fees and expenses), including but not limited to environmental remediation and response costs (collectively, "Damages"), caused by or arising from Stericycle's breach of this Agreement (except to the extent Damages are caused by or arise from the intentional misconduct, negligence or other fault of Customer, and except to the extent Damages relate to Nonconforming Waste or Waste to which Stericycle does not hold title to or bear the risk of loss for under this Agreement). Customer will indemnify, defend and hold Stericycle, its directors, officers, employees, agents and Contractors harmless from and against any and all Damages caused by or arising from Customer's intentional misconduct, negligence or other fault, its breach of this Agreement, its Nonconforming Waste, or any Waste originating from Customer or its locations for which Stericycle does not hold title to or bear the risk of loss for under this Agreement.
10. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
11. Title and Risk of Loss to Conforming Waste: Title and Risk of Loss to Conforming Waste (excluding Waste that is land disposed or land applied) shall be vested in Stericycle at such a time as it is loaded onto vehicle(s) of Stericycle or Stericycle's Subcontractor(s) until such a time that Stericycle or Stericycle's Subcontractor(s) delivers said Conforming Waste to the TSDF(s), then Title and Risk of Loss shall transfer to TSDF(s). Stericycle warrants that Stericycle shall only deliver Customer's Waste to TSDF(s) with whom Stericycle has a written contractual relationship whereby Title and Risk of Loss for Conforming Waste transfers to the TSDF(s), upon delivery, of said Conforming Waste from Stericycle or Stericycle's Subcontractor(s), to the TSDF(s).
Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste"): Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste") shall remain with Customer, until the required steps have been taken to develop i.) an accurate Waste Profile, ii.) an accurate shipping manifest(s), and iii.) accurately labeled containers, to meet Federal, state and local laws and regulations. Once all discrepancies have been resolved, and the Customer's Non-Conforming Waste is rendered Conforming Waste, Title and Risk of Loss for said Waste shall be vested in Stericycle in accordance with the terms specified under Title and Risk of Loss to Conforming Waste above. Stericycle may, solely as an accommodation to Customer, and at the Customer's sole additional expense, assist in resolving said discrepancies and/or arrange for the proper handling, storage, and transportation of such Waste in accordance with applicable Federal, state and local laws and regulations, until such a time that the Non-Conforming Waste has been rendered Conforming Waste or has been returned to the Customer or Customer's designee. Stericycle shall exert reasonable care in the storage and handling of Customer's Non-Conforming Waste.
12. The parties hereby acknowledge that they are independent contractors, and neither Stericycle nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Customer. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.
13. Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement,



Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request.

14. This Agreement (with exhibits) contains the entire agreement of the parties and supersedes any and all other prior and/or contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter hereof, including any individual agreements currently existing between Stericycle and Customer's facilities listed on Schedule B. Any amendment or modification to this agreement must be in writing and signed by both parties in order to be valid and enforceable.

Supplementary Definitions

- **Contractor** – Any vendor hired by Customer for purchase of goods and/or services.
- **Subcontractor** – A vendor hired by Stericycle to provide goods and/or services under this Agreement.
- **Waste** – A Customer's Hazardous or Non-Hazardous material or Universal Waste that is intended for disposal, treatment, recycling or reuse.
- **Hazardous** - A material that meets the Federal definition as described in 40 CFR Part 261.3 or any applicable state or local regulations.
- **Universal Waste** – A material that meets the Federal definition as described in 40CFR Part 273 or any applicable state or local regulations.
- **Non-Hazardous** – A material that does not meet the definition of either Hazardous or Universal Waste.
- **TSDF** – Treatment, Storage, and Disposal Facilities for Hazardous Waste(s), Non-Hazardous Waste(s), Universal Waste(s) and other recyclable materials.

15. If any provision of this Agreement or any amendment or modification of this Agreement is invalid and/or other wise unenforceable, the remaining provisions of this Agreement shall remain in effect and be so construed so as to effectuate the intent and purposes of this Agreement and any amendments and/or modifications hereto.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.
17. The rights and remedies set forth herein are cumulative and shall be in addition to any other rights and remedies available to the parties under this Agreement or otherwise at law.

- **Waste Profile** – A detailed description of a Waste including its physical and chemical properties as required by rule and /or a TSDF.
- **Conforming Waste** - A Waste offered by Customer to Stericycle that matches the characteristics described by the customer prior to shipping the Waste. This description may include, but is not limited to, the applicable analytical results, Waste Profile(s), MSDS(s), Customer knowledge of Waste generating process, and/or Universal Waste specifications.
- **Overpack** – A process that includes packaging certain wastes in a larger container to meet Federal Department of Transportation (DOT) shipping and other safety requirements.
- **Incompatible** – A category of waste materials that must be segregated during handling, storage, transportation and disposal to eliminate potential chemical reactions as required by regulations and to protect public safety.
- **Compatible** – Waste materials that are not incompatible.