



Account/Site #  
Generator ID#:

## Service Agreement

### Effective Date 10-1-2023 between Stericycle, Inc. and The Marquette Downtown Development Authority

Service Address	Billing Address
Customer/Company Name: <u>The Marquette Downtown Development Authority</u>	Customer/Company Name: <u>The Marquette Downtown Development Authority</u>
Address 1: <u>112 S 3rd st.</u>	Address 1: <u>112 S 3rd st.</u>
Address 2: _____	Address 2: _____
City/State/Zip: <u>Marquette, MI 49855</u>	City/State/Zip: <u>Marquette, MI 49855</u>
Phone #: <u>(906) 228-9475</u>	Phone #: _____
Fax: _____	Fax: _____
E-Mail: <u>maintenance@downtownmarquette.org</u>	E-Mail: <u>maintenance@downtownmarquette.org</u>

Services Included Are Checked Below (Reference Attachment "Service Descriptions" for details)	Allotted Annual Containers	Allotted Annual Stops	Additional Stop Charge	Additional Container / Over weight / Envelope Charge	Monthly Service Fee		
<input checked="" type="checkbox"/> Biohazardous Regulated Medical Waste Disposal - Steri-Safe OSHA	4	4	\$75	Current container rate plus 10%	\$69.05		
<input type="checkbox"/> Stericycle Reusable Sharps Program <small>(Only available with purchase of "Biohazardous Regulated Medical Waste Disposal" services)</small>	-	-	-	-	\$0.00		
<input type="checkbox"/> Incineration Service	0	-	-	-			
<input type="checkbox"/> Pharmaceutical Waste Disposal (On-Call)	0	-	-	-			
<input type="checkbox"/> CsRx Controlled Substance Wastage Service <small>(Only available with purchase of "HDDS" services)</small>	0	-	-	0	\$0.00		
<input type="checkbox"/> HIPAA Steri-Safe®	-	-	-	-	\$0.00		
	<b>Container Type (WA Only)</b>	<b>*Price per Container</b>	<b>Price per Stop</b>	<b>Min. Cont. per Pickup</b>	<b>Scheduled Frequency</b>	<b>***No Waste Fee</b>	<b>**Minimum Pickup Fee</b>
<input type="checkbox"/> Biohazardous Regulated Medical Waste Disposal - Transactional							

\* Price per Box: WA only = Based on WUTC Tariff pricing  
\*\* Minimum Pickup Fee: WA only = \$10.00 minimum monthly fee.  
\*\*\*No Waste Fee: WA only = \$25.00

**Monthly Service Fee: \$69.05**  
**Billing Schedule: Monthly**  
**Additional Taxes And Surcharges May Apply**

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

\*The offer will expire 8-10-2023

**Stericycle, Inc.:**

Name: Angel Wharton  
Title: Regulated Medical Waste Consultant  
Date: 8/7/2023  
Signature: Angel Wharton  
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**Customer:**

Customer/Company Name: The Marquette Downtown Development Authority  
Name: Jodi Lanciani  
Title: Operations Director  
Date: 8/7/2023  
Signature: Jodi Lanciani  
88412D130E8647D...

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

Stericycle Inc. · 2355 Waukegan Rd., Bannockburn, IL 60015; · Phone: · Fax:

Office Use Only: Code#:S69.05..S0.00

## TERMS AND CONDITIONS

Stericycle, Inc., a Delaware corporation, with offices at 2355 Waukegan Rd., Bannockburn, IL 60015 (collectively, "Stericycle"), and The Marquette Downtown Development Authority with offices at 112 S 3rd St., Marquette, MI 49855 ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 1 day of October, 2023 (the "Effective Date").

1. **Services.** (a) Stericycle will provide Customer the services set forth on page 1 of this Agreement (the "Services") which are incorporated herein and made a part of this Agreement. (b) The current versions of the applicable Stericycle Waste Acceptance Policies ("WAPs") are attached and made a part of this Agreement. Stericycle may periodically update the WAPs and the current versions are posted at <https://www.stericycle.com/en-us/about-us/policies-positions>. Customer shall comply with the WAP applicable to the Services. (c) Customer shall be liable for and shall indemnify, defend and hold harmless Stericycle from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees, resulting from any Non-Conforming Waste (as defined in the WAP) or Customer's failure to properly store, package, label, or segregate waste in connection with the Services. (d) During the Term, Stericycle shall be the exclusive provider of the Services to Customer at all of its locations, and Customer shall use no other provider for the Services, whether at the service location(s) set forth herein or at any other current or future location(s) of Customer. (e) Stericycle may bill additional charges for each non-compliant container (including overweight containers (50lbs per standard container); containers holding Non-Conforming Waste; and containers where the waste is improperly segregated or packaged) provided by Customer.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for sixty (60) months. This Agreement will automatically renew for successive terms of the same duration (each, an "Extension Term"), unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term". (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment (defined below) from Customer wherever located.

3. **Pricing.** Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). (a) Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee by up to seven percent (7%) annually on the anniversary of the Effective Date. (b) Additionally, Stericycle reserves the right to adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. (c) Notwithstanding any provision to the contrary, for Customers with transactional pricing models, Customer shall pay the No Waste Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. Customer shall pay the Minimum Pickup Charge for service where the total container and stop fees are less than the Minimum Pickup Charge. (d) For Customers with subscription-based pricing models, for services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. (e) Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at [www.stericycle.com](http://www.stericycle.com) ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion. Stericycle has instituted a per invoice fuel surcharge to manage the impact of diesel fuel price fluctuations. The fuel surcharge is based on the U.S. 'On Highway' Diesel Price Index, a table outlining the Fuel Surcharge can be found at [www.stericycle.com](http://www.stericycle.com).

4. **Payment Terms.** (a) Customer shall pay in full each Stericycle invoice within 30 days of the date of such invoice by ACH or other agreed upon means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle. (b) Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt Customer's billing process or to use Customer's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's

discretion), such agreement may be made provided that: (i) Customer agrees to pay a billing surcharge; (ii) Customer reimburses Stericycle for all fees or other costs payable for the use of Customer's portal; and/or (iii) Customer agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes.

5. **Equipment.** Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises ("Equipment") and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

6. **Termination.** Either party may terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach. Either party may terminate this Agreement for convenience by giving the other party at least sixty (60) days' notice, however, if Customer terminates this Agreement for convenience, Customer shall be required to promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) as liquidated damages and not as a penalty, an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

7. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, STERICYCLE WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, FINES, CIVIL PENALTIES, GOODWILL, DATA, THE COST OF REPLACEMENT GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES) ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO STERICYCLE'S BREACH OR ALLEGED BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF STERICYCLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. STERICYCLE'S AGGREGATE LIABILITY, IF ANY, IS LIMITED TO THE AMOUNT OF SERVICE FEES RECEIVED BY STERICYCLE FROM CUSTOMER UNDER THE AGREEMENT DURING THE PRECEDING TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED LIABILITY.

8. **Compliance Materials; Confidentiality.** To the extent that Stericycle provides Customer with electronic or printed materials ("Compliance Materials"), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. 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. Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

9. **Compliance with Laws.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder, including anti-corruption and economic and trade sanctions laws. Stericycle and Customer shall keep adequate books, records and documentation as required by applicable laws, rules, and regulations pertaining to the storage or handling of wastes and the Services hereunder.

10. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

11. **Governing Law & Dispute Resolution/Agreement to Arbitrate/Class Waiver.** Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions. Any dispute or issue or controversy arising in connection with or relating to this Agreement in any way whatsoever or between the parties ("Disputes") that the parties are unable to resolve informally or through mediation or other means shall solely and

exclusively be resolved by binding and final arbitration before the American Arbitration Association (“AAA”) in arbitration governed by the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce) and by means of AAA’s Commercial Arbitration Rules and Mediation Procedures (as amended and effective September 1, 2022) (“AAA’s Rules”). To the extent that AAA’s Rules are subsequently amended, the parties agree that AAA’s Rules will be utilized as they existed on September 1, 2022, unless the parties agree otherwise. Expenses of the arbitration (including compensation of the arbitrator) shall at all times be borne equally by the parties, and administrative expenses shall be borne in the manner specified in Rule R-55 of AAA’s Rules. The parties will, however, bear their own legal fees. All issues of arbitrability will be decided exclusively by the arbitrator.

All Disputes will be determined on an individual, non-class basis, and in no event shall class arbitration be allowed or utilized nor shall the claims of any other party be consolidated with the claims of any Customer in any arbitration conducted under this provision. To the extent permissible under governing law, Customer further agrees to not participate as a party or absent class member in any class action or other representative proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.

**12. 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 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, including but not limited to liquidated damages, in the amount set forth herein for Customer’s breach of this representation and warranty.

**13. No Fine. No Fee. OSHA Guarantee Requirements.** With regard to Steri-Safe Compliance Solutions, Stericycle will reimburse any Customer who subscribes to a Preferred or Platinum Level Program for any civil penalty or portion thereof contained in a citation issued by the U.S. Occupational Safety and Health Administration (OSHA) for a violation of the bloodborne pathogens standard at 29 C.F.R. § 1910.1030 or of a state standard that is identical to the federal bloodborne pathogens standard. Stericycle’s obligation to reimburse Customer under this Section 7(b) is contingent upon: (1) at the time that Customer received the citation, Customer must be subscribed to a Preferred or Platinum Level Program and must not be delinquent on any payments due; (2) the citation must concern Customer’s actions or omissions during the period that the Customer was a subscriber to a Preferred or Platinum Level Program; (3) Customer having fully followed each recommendation and instruction included in the Preferred or Platinum Level Program as related to compliance with the bloodborne pathogens standard (whether expressed orally by employees or agents of Stericycle or as set forth in any Compliance Materials); (4) the citation must not relate to actions or omissions for which Customer had previously received a citation; (5) Customer notifying Stericycle as soon as possible after receiving the citation and promptly providing all information and materials requested by Stericycle related to such citation; (6) allowing Stericycle to fully participate in (and, upon request, take control of any aspects of) any defense of the citation; (7) obtaining Stericycle’s prior approval of any settlement related to the citation; and (8) Customer paying any civil penalty due in a timely manner and providing acceptable proof of such payment to Stericycle. Stericycle’s reimbursement responsibility is limited to civil penalties for actions or omissions during the period that Customer was subscribed to a Preferred or Platinum Level Program. Stericycle shall not have any reimbursement responsibility for any civil penalties due for any period after the date that the citation is received. Customer’s failure to perform any of its obligations in this Section to Stericycle’s satisfaction shall absolve Stericycle of its reimbursement responsibilities. For purposes of clarity, Stericycle’s reimbursement obligations are for the applicable civil penalty only, and Stericycle shall not be responsible for any costs or expenses of any kind that Customer may incur as a result of receiving such citation or any action taken to bring Customer into compliance.

**14. Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle. (d) Stericycle’s relationship with Customer 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. (e) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof,

will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights. (f) No term or condition contained in a Customer purchase order, invoice acknowledgment, or any other document from Customer shall be binding upon Stericycle unless agreed to by Stericycle in writing. (g) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (h) Stericycle will perform the Services in a professional, workmanlike manner, consistent with applicable industry standards. In the event that the Services do not conform to this warranty and Customer notifies Stericycle of such within ten (10) business days of receipt of non-conforming Services, Stericycle’s exclusive obligation (and Customer’s exclusive remedy) will be for Stericycle to re-perform such Services at no additional cost to Customer. EXCEPT FOR THE FOREGOING, STERICYCLE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND STERICYCLE SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE SERVICES OR STERICYCLE’S PERFORMANCE HEREIN.

# Service Descriptions



## BIOHAZARDOUS REGULATED MEDICAL WASTE DISPOSAL

- Safe, compliant collection, transport, and treatment of regulated medical waste.
- Access to DOT and biohazardous training on MyStericycle.com, our convenient online customer portal.

### RELATED SERVICES:

#### Secure pick-up of Fixer/Developer – Photo Processing Disposal Service

- Treatment and disposal of x-ray fixer/developer containing silver or hydroquinone.
- This service is available in CA and parts of CT, MA, NH, RI, VT, NJ and NY.

#### Secure pick-up of Pathological/Trace Chemotherapy Disposal Service

- Treatment and disposal of infectious waste or discarded items that have been contaminated by trace amounts of chemotherapeutic, cytotoxic or antineoplastic pharmaceuticals.

#### Regulated Medical Waste – Transactional

- Containers, manifests, collection, transport, treatment and disposal of all regulated medical waste (except non-conforming waste) on an on-call basis.



## STERICYCLE REUSABLE SHARPS PROGRAM

- Our Sharps Management Service utilizes reusable sharps containers to streamline the collection and disposal of sharps in your facility. A Stericycle driver will pick up your packaged, full sharps containers and provide clean ones for continued use.
- Each reusable container can be utilized up to 600 times. Our service reduces plastic going into landfills and helps avoid utilizing natural resources to create new containers.
- Easy-to-use container design allows for single-handed disposal of sharps. The container base is transparent making it easy to see the fill line and prevent overfilling to reduce needlestick injuries.



## COMPLIANCE SOLUTIONS

### Steri-Safe<sup>SM</sup> OSHA Compliance Solutions

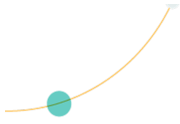
- Award-winning bloodborne pathogens training\*, available online in English and Spanish. Our Online Training Center provides tracking and reporting.
- Simple, automated Safety Plan Builder to help you stay compliant and access to over 10 million Safety Data Sheets to easily create a customized online binder.
- Preferred level services include annual on-site training, mock OSHA inspection and a dedicated Healthcare Compliance Educator. We also provide a No Fine. No Fail. OSHA Guarantee.
- Enjoy a 10% discount on Healthcare Products.

### Steri-Safe<sup>SM</sup> HIPAA Compliance Solutions

- Critical training including HIPAA privacy, security and social media.
- Easy-to-use HIPAA privacy and security risk assessments.
- Preferred level services include annual on-site HIPAA privacy and security gap analysis and trainings.

*\*2016 Bronze Telly Award for our bloodborne pathogens training in the category of Non-Broadcast Productions – Health and Wellness.*





# Service Descriptions

## **Steri-Safe<sup>SM</sup> Platinum OSHA Compliance Solutions**

- Annual On-Site Training and Mock-OSHA Inspections delivered by your dedicated Compliance Field Educator
- Quarterly Check-Ins that can be used to create required safety plans, SDS Binders, and address issues identified in the Mock-OSHA Inspection
- No-Fine. No Fail. OSHA Guarantee
- “White-Glove” Concierge Onboarding and Personal Online Walkthrough
- Access to Award-Winning Online Blood Borne Pathogens training, with easy-to-use tracking and completion metrics.
- Simple automated safety plan builder and SDS library with access to over 10 Million SDS's.



## **PHARMACEUTICAL WASTE DISPOSAL**

### **Drug Disposal Service**

- Treatment and disposal of non-hazardous pharmaceutical waste. This includes pharmaceutical and over-the-counter drug products that do not fall under the definition of hazardous pharmaceutical waste.
- Environmentally friendly solutions to protect your communities and waterways.

### **Hazardous Drug Disposal Service**

- Treatment and disposal of pharmaceuticals that either exhibit characteristics that make them a hazardous waste or that are specifically listed as a hazardous waste by EPA or state authorities.
- We provide you with a Pharmaceutical Waste Identification Checklist.

#### **Seal&Send<sup>SM</sup> Controlled Substance Envelopes**

- Seal&Send controlled substance mailback envelopes are for use only by patients/end-users;
- 50 envelopes per location annually.

#### **CsRx<sup>®</sup> Controlled Substance Waste Service**

- This solution is designed to help small hospitals and non-acute care facilities prevent diversion when disposing of controlled substances in the form of tablets, capsules, liquids and patches.
- Mitigates the risk of diversion when disposing of controlled substance waste in your facilities.
- This solution provides peace of mind that your controlled substance waste will be processed with total security and compliance.



## **SHRED-IT<sup>®</sup> SECURE INFORMATION DESTRUCTION**

- Paper shredding, secure document and hard drive destruction tailored to your needs.
- End-to-end chain of custody and certificate of document destruction after every use.

