

SUBCONTRACT AGREEMENT FOR REGULATED MEDICAL WASTE SERVICE

This Subcontract Agreement for Regulated Medical Waste Services (“Agreement”) is made and entered into by and between Republic Services Procurement, Inc. (“Contractor”) and Trilogy MedWaste West, LLC (“Trilogy”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the Effective Date as defined below in **Section 4**. All capitalized terms shall have the definition set forth in Section 1.

RECITALS

WHEREAS Contractor is currently granted regulatory authority to collect, store, transport, and dispose of Regulated Medical Waste (“Certificate”), within the municipalities listed in Exhibit A attached hereto (the “Municipalities”);

WHEREAS the Contractor may contract with another party to provide Regulated Medical Waste collection services after obtaining approval from the Municipalities

WHEREAS Trilogy is in the business of providing Regulated Medical Waste services and has the necessary expertise, equipment, and resources to provide such services in the State of Oregon; and

WHEREAS the Parties hereto desire to enter into an agreement whereby Trilogy will have the exclusive right and duty to provide Regulated Medical Waste services within Contractor’s service area, upon the terms set forth below and in compliance with the terms of the Certificate.

Terms and Conditions

NOW, THEREFORE, Contractor and Trilogy, for the consideration hereinafter named, agree as follows:

1. Definitions.

1.1. “Regulated Medical Waste” or “RMW” means “Infectious Waste” as defined in ORS 459.386 and OAR 333-056-0020, including any amendments thereto. Notwithstanding the definition of “Infectious Waste” in ORS 459.386 and OAR 333-056-0020, the definition of “Medical Waste” for purposes of this Agreement does not include those materials identified herein as “Excluded Waste”, unless the Parties subsequently agree in writing to include such materials within the definition of Medical Waste for purposes of this Agreement. Except as otherwise excluded from the definition of Infectious Waste under Oregon law, examples of “Medical Waste” included in this Agreement are: sharps, gauze, bandages, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment.

1.2. “Excluded Waste” means: any waste or other material not falling within the definition of Medical Waste, including (a) complete human remains; (b) radioactive waste; (c) any listed hazardous waste; (d) containers that are damaged, leaking or could cause harm or exposure to employees, the general public or others; (e) waste that has been incorrectly identified, labeled and/or segregated; (f) any waste or device containing mercury including

amalgam, vacuum pumps and other medical devices; (g) pharmaceutical waste (except what is accepted by Trilogy under its pharmaceutical disposal program, if any); (8) boxes that exceed approved Trilogy and DOT standards; or (h) any other waste that cannot be collected, transported or treated by Trilogy in accordance with any applicable federal, state and local laws, ordinances, orders, rules and regulations. In summary, this agreement does not grant Trilogy the right to pick up or take delivery of any waste other than the items described in section 1.1 above.

1.3. "Certificate Area" means (a) the entire territory included within the Contractor's current service area under the Certificate, and (b) such additional area as may thereafter become included with the Contractor's service area from time to time due to annexation, incorporation, or other means but only from and after the time as Trilogy is able to provide collection services in such additional area.

1.4. "Gross Receipts" means all receipts for the period from all revenue sources, before any adjustments.

2. Medical Waste Services to be Performed. Trilogy shall provide collection, management, transportation, disposal, and treatment services (the "Services") for all Medical Waste generated by all commercial medical facilities located within the Certificate area, including but not limited to hospitals, medical clinics, dental offices, outpatient and inpatient care facilities, nursing homes, and veterinary clinics (collectively, the "RMW Accounts"). **Exhibit A** attached hereto lists all RMW Accounts known to Contractor within the Certificate area. If Contractor becomes aware of any other RMW Accounts not listed on Exhibit A, Contractor shall promptly notify Trilogy and Trilogy shall make arrangements for Service. Trilogy shall ensure that all employees and permitted contractors performing Services under this Agreement have received all necessary training required to perform the Services hereunder including, without limitation, safety training and are qualified and able to perform the Services. Trilogy shall not use subcontractors to provide the Services without written approval of Contractor. Trilogy shall remain fully responsible for any subcontractor's performance of the Services, compliance with this Agreement and any liability arising from such performance. Trilogy shall comply with Contractor's Code of Business Ethics and Conduct found at [_https://www.republicservices.com/suppliers/code-of-conduct._](https://www.republicservices.com/suppliers/code-of-conduct)

3. Rejection of Excluded Waste. Title to and liability for Excluded Waste shall remain with customer at all times. Trilogy shall have the right to inspect, analyze or test any waste collected from customer. If customer's waste is Excluded Waste, Trilogy can, at its option, reject the Excluded Waste and return it to customer or require customer to remove and dispose of the Excluded Waste at Customer's expense.

4. Effective Date; Term. This Agreement shall commence at such time as both Parties have executed and dated this Agreement (the "Effective Date"), and shall continue for a term that shall be identical to the term of Contractor's Certificate and any extensions thereto, unless this Agreement is terminated prior to the expiration or termination of the Certificate, pursuant to **Section 5** or **Section 16** below (the "Term").

5. Termination. This Agreement shall automatically terminate in the event that the Certificate is terminated for any reason. In addition, either Party shall have the right to terminate this Agreement by giving the other Party at least thirty (30) days written notice prior to the termination date or in accordance with Section 16 below. Upon termination of the Agreement for

any reason, Trilogy shall continue to pay Contractor the Subcontract Fee on any gross receipts received by Trilogy for Services on any RMW Accounts and any unpaid Certificate fee.

6. Trilogy Warranties. Trilogy hereby represents and warrants that it will: (a) manage the RMW in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, orders, rules and regulations (“Applicable Laws”); (b) obtain documents, shipping papers or manifests from RMW Accounts as required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations (including 49 CFR § 172.302); (c) use disposal and/or treatment facilities that have been issued permits, licenses, Certificates or approvals required by applicable federal, state and local laws, ordinances, orders, rules and regulations necessary to allow the facility to accept, treat and/or dispose of the RMW; and (d) secure all applicable licenses, permits and approvals of all types as required by any Applicable Law to perform its obligations under this Agreement. Except as provided herein, Trilogy makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. Compensation for Services. Trilogy shall be solely responsible for billing charges to and collecting payment from RMW Accounts for the Services. Such charges shall be in accordance with the Certificate and with current approved rates established by the Municipalities, a copy of such rates is attached hereto as **Exhibit A** including any amendments to those rates after the Effective Date.

8. Subcontract Fee. As consideration for the right to provide the Services hereunder, on or before the fifteenth day of each quarter, Trilogy shall pay Contractor a subcontract fee equal to FOUR and Half PERCENT (4.5%) of the Gross Receipts collected by Trilogy from RMW Accounts during the previous quarter (“Subcontract Fee”). Subcontract fee starts on 1/1/2024.

9. Certificate Fees. In addition to the Subcontract Fee in **Section 8** above, Trilogy shall pay to Contractor any Certificate fee required by Contractor applicable to the Services provided by Trilogy hereunder. Contractor shall be solely responsible to remit all Certificate fees and/or any taxes payable to Contractor for solid waste collection services provided under the Certificate, including any that are or may be applicable to the Services provided by Trilogy under this Agreement.

10. Insurance. Trilogy shall maintain throughout the term of this Agreement the following types of insurance coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

Coverage	Limits
Commercial General Liability (bodily injury & property damage)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile Liability	\$1,000,000 combined single limit per occurrence
Employer’s Liability	\$1,000,000 per occurrence
Workers’ Compensation	Statutory Limit

11. Trilogy shall name Contractor and the Municipality as primary additional insured parties under the liability insurance policies. Upon request, Trilogy shall provide to Contractor and/or the Municipality certificates evidencing such insurance. Such coverage and policies shall not be canceled or revoked without providing Contractor thirty (30) days advance written notice. All such insurance policies will be primary without the right of contribution from any other insurance coverage or self-insurance maintained by Trilogy. The fact that insurance is obtained by Trilogy shall not release or diminish the liability of Trilogy, including liability under the indemnity

provisions of this Agreement. Trilogy agrees to waive any and all rights of subrogation it may have against Contractor or Contractor affiliates and obtain a waiver of subrogation in favor of Contractor on all policies. Insurance certificates (Acord form) evidencing the above requirements will be required by Contractor before commencing Services, or anytime during the term of this Agreement. Trilogy will provide not less than 30 days prior notice to Contractor of any cancellation of the policies. In addition, the following requirements apply: (i) the Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability assumed under an insured contract coverage specifically covering Trilogy's indemnification of Contractor, and (ii) any liability policy shall also contain a Cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured. Insurance similar to that required for Trilogy shall be required by Trilogy of any subcontractors to cover their operations performed under this Agreement. Trilogy shall be held legally responsible for ensuring that any and all subcontractors meet all of the insurance, indemnification and other obligations contained in this Agreement. Trilogy shall be held responsible for any modifications in these insurance, indemnification and other requirements as they apply to subcontractors, unless such modifications are approved by Contractor in writing.

12. Indemnification. Trilogy agrees to indemnify, defend and save Contractor, its Affiliates and their respective shareholders, officers, directors, employees and agents and the Municipalities, their respective officers, directors, employees and agents, (collectively, the "Indemnitees") harmless from and against any and all liability (including reasonable attorneys' fees) which the Indemnitees may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law or other liability, to the extent caused by Trilogy's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of Trilogy or its employees in providing the Services, including but not limited to liability which occurs (1) during the collection or transportation of the RMW by Trilogy or (2) as a result of the disposal of the RMW, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Trilogy MedWaste West, LLC. Such indemnity shall exclude damages to the extent they arise as a result of the negligence or willful or reckless misconduct of Contractor or the Municipalities.

13. Reporting; Record Keeping; and Inspection. Trilogy shall, at all times under this Agreement and for a period of five (5) years after termination or expiration of this Agreement, maintain records of (a) the amount (by volume) of RMW received, processed, and disposed of under this Agreement, (b) names, addresses and service specifications of RMW Accounts, and (c) revenue billed to and collected from RMW Accounts, and shall submit a summary, separated by franchise area, of all such information to Contractor on or before the fifteenth day of each quarter for RMW Services provided during the previous quarter. Trilogy shall provide other non-proprietary data which may be requested by Contractor regarding the RMW handled by Trilogy under this Agreement and which is reasonably necessary to assist Contractor in complying with its reporting requirements under the Certificate. Contractor shall have access to and the right to examine Trilogy's books and records reasonably relevant to the RMW services performed by Trilogy under this Agreement. Trilogy shall submit cost summary reports in the provided templates to the Contractor. Data shall be provided, by Municipality, and shall include all data as described and in the format in the detailed cost report in order for Contractor to compile and submit reports timely. Annual data shall be submitted to the Contractor for the prior year, in the format shown in Exhibit B, no later than the last business day of February.

14. Communications with Municipalities. Except as otherwise agreed to by the Parties, the Contractor shall be responsible for all communications with the Municipalities regarding the Services under this Agreement. Contractor shall cooperate with Trilogy in submitting to Contractor and seeking approval of all reasonable requests for increases in the approved rates for the Services provided by Trilogy hereunder and for all reasonable requests to modify the nature and scope of Services provided hereunder.

15. Relationship of the Parties. Neither Trilogy nor its employees, agents, representatives or subcontractors are the agents or employees of Contractor. Trilogy is an independent contractor and employs agents and/or employees under the exclusive management and control of Trilogy. Trilogy shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, retirement benefits, life insurance, pensions, annuities and similar benefits, which may now or hereafter be imposed by law or collective bargaining agreements with respect to persons employed by Trilogy for performance of services under this Agreement.

16. Uncontrollable Circumstances. Trilogy shall not be in default for its failure to perform or delay in performance caused by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government (“Force Majeure”). If Trilogy claims Force Majeure, it shall promptly notify the Contractor when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. In the event Trilogy sustains a Force Majeure event that prevents its performance of some or all of the Services, Contractor may, at Trilogy’s expense, temporarily contract for, or perform itself, the Services during such period that Trilogy’s Force Majeure event exists, and, in the event such Force Majeure event continues to partially or totally prevent Trilogy from performing the Services for a period in excess of seven (7) days, Contractor may terminate this Agreement or that portion of the Services subject to the Force Majeure event without any liability to Trilogy.

17. Notice of Default and Right to Cure. If either Party is in material breach of the obligations under this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice of such breach from any other Party, the non-breaching Party or Parties may terminate this Agreement at the end of the 30-day cure period.

18. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to CONTRACTOR: Republic Services Procurement, Inc.
18500 N Allied Way
Phoenix, AZ 85054
Attention: General Counsel
Fax: _____
e-Mail: _____

If to Trilogy: Trilogy MedWaste West, LLC
3032 S Cedar Street
Tacoma, WA 98409

Attention: Jeff Norton
Fax: _____
e-Mail: jnorton@trilogymedwaste.com

19. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Furthermore, the Parties agree that this Agreement cannot be assigned without the prior written approval of Contractor. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

20. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

21. Survival. Termination of this Agreement shall not relieve either Party of any claims against it that arise under this Agreement before the Agreement is terminated. The parties agree that Trilogy's warranties, confidentiality, indemnification, audit and all such similar terms which, by their substantive intent should survive the expiration or termination of this Agreement shall so survive.

22. Legal Fees. In the event any legal action is taken by either Party against the other Party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing Party.

23. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Oregon.

24. No Third-Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third-party beneficiary or otherwise.

25. Headings. The Headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way, define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

26. Construction. 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, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

27. 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 instrument. A signature by any Party received via .pdf file or facsimile shall be treated as an original

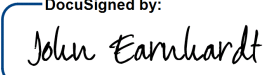
28. Confidentiality. Trilogy acknowledges and agrees that as a result of its dealings with Contractor, Trilogy may receive information that is confidential to Contractor, and that such confidential information is of special and unique value to Contractor. Trilogy agrees that it shall not without the prior written consent of Contractor disclose any such confidential information to any person, firm, corporation, or other entity for any purpose whatsoever or use such information for any purpose not provided for in this Agreement.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

TRILOGY MEDWASTE WEST, LLC

REPUBLIC SERVICES PROCUREMENT, INC.

By: 
Name: John Earnhardt
Title: Regional Vice President
Date: 9/12/2023


By: 
Name: Chris Stanford
Title: VP Procurement
Date: 9/12/2023

EXHIBIT A
Municipalities and Rates

Municipality listing as of 8/2023						
	Municipality/Franchise	Scheduled or on call	Rates set by Municipality (Y/N)	Certificate fee (Franchise fee)	Subcontract fee (Royalty) royalty fee to Contractor	Total Fee paid to Contractor
1	Lake Oswego	either	N	5.00%	4.50%	9.50%
2	Tualatin	either	N	3.00%	4.50%	7.50%
3	Wilsonville	either	Y	5.00%	4.50%	9.50%
4	Clackamas County	either	Y	5.00%	4.50%	9.50%
5	Washington County	either	Y	3.00%	4.50%	7.50%
6	Marion County	either	N	5.00%	4.50%	9.50%
7	Aumsville	either	N	3.00%	4.50%	7.50%
8	Aurora	either	N	5.00%	4.50%	9.50%
9	Gervais	either	N	3.00%	4.50%	7.50%
10	Hubbard	either	N	5.00%	4.50%	9.50%
11	Mt. Angel	either	N	3.00%	4.50%	7.50%
12	Scotts Mills	either	N	6.00%	4.50%	10.50%
13	Silverton	either	N	7.00%	4.50%	11.50%
14	Stayton	either	N	5.00%	4.50%	9.50%
15	Sublimity	either	N	6.00%	4.50%	10.50%
16	Woodburn	either	N	5.00%	4.50%	9.50%

EXHIBIT B
Data Report Format