

## NAPA COUNTY AGREEMENT NO. 260143B

### GOODS AND SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 7th day of October, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and Stericycle, Inc. whose address is 2355 Waukegan Road, Bannockburn, IL 60015 hereinafter referred to as “Contractor.”

#### RECITALS

- A. County wishes to obtain goods or services in order to obtain confidential material shredding and disposal.
- B. Contractor was originally selected to provide the goods or services after a competitive process. Establishment of this successor contract was selected based on Contractor performance, market and pricing analysis, and determination of fair market value.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor agree as follows:

#### AGREEMENT

#### ARTICLE I – SCOPE OF SERVICES

**1.1 Scope of Services.** Contractor shall provide goods and/or services to County described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits.

**1.1.1 Equipment.** Containers and any other equipment provided to County by Contractor (“Equipment”) are the property of Contractor. County will not file any lien, nor allow to be filed any lien, against any Equipment. County will keep all Equipment in good working order, normal wear and tear excepted. County will pay the replacement cost of any Equipment that is moved (and not recovered), damaged, stolen or lost while at the County’s location(s).

**1.1.2 Non-compliant materials.** County shall not place any materials that are highly flammable, explosive, toxic, biohazards, medical waste, radioactive, or any other materials that are otherwise illegal, dangerous and/or unsafe in the Equipment. County will not store any non-paper, plastic media (such as floppy disks, CD’s or computer storage tapes) in the Equipment without first obtaining Contractor’s consent. Destruction of such non-paper media requires a special schedule to complete, which County shall coordinate with Contractor in advance.

**1.2 Schedule.** Contractor shall perform and complete the scope of services in accordance with the schedule set forth in Exhibits A and D. Contractor shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

**1.3 Warranty for Goods.** Contractor warrants to County that all goods or products provided under this Agreement shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Contractor shall correct or replace any goods or products not in conformance with this warranty at its own cost and expense, if notified by County within one year after the date of delivery, unless a longer period is specified by the Contract Documents.

**1.4 Warranty for Services.** Contractor warrants to County that all services provided under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent provider of the services called for under this Agreement using the degree of care and skill ordinarily exercised by reputable providers of such services. Contractor shall correct or redo any services not in conformance with this warranty at its own cost and expense, if notified by County within one year after completion of the services, unless a longer period is specified by the Contract Documents.

**1.5 Warranty Response Time.** Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such warranty work without further written notice to Contractor. If County takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by County in performing the warranty work, including but not limited to the cost of County staff time and the amount paid to another contractor to perform the warranty work.

**1.6 Other Remedies.** This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

**1.7 Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by County. County has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**1.8 Key Personnel.** Key personnel identified in Contractor's bid or proposal shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Contractor in writing and approved by County.

**1.9 Government Code Section 7550.** Every document or report prepared by Contractor for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

## **ARTICLE II – DURATION OF AGREEMENT**

**2.1 Term of the Agreement.** The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on October 6<sup>th</sup> 2030, unless terminated earlier in accordance with this Article.

**2.2 Suspension for Convenience.** County may suspend all or any portion of Contractor's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Contractor of such suspension. County may rescind the suspension prior to or at 60 days by providing Contractor with written notice of the rescission, at which time Contractor will be required to resume performance in compliance with the terms and provisions of this Agreement.

**2.3 Termination for Convenience.** County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Agreement. Contractor shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Agreement, whether completed or unfinished. Contractor may keep copies for its own records. County shall pay Contractor for goods and services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Contractor in providing County with the data and documents required by this paragraph. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

**2.4 Termination for Cause.** County may terminate this Agreement for default if Contractor fails to satisfactorily perform any material obligation required by this Agreement. Default includes Contractor's failure to timely provide goods or services in accordance with the schedule. If Contractor fails to satisfactorily cure a default within 30 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this

Agreement, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

**2.4.1 Absence of Default.** If after County gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

**2.4.2 Cost to Cover.** If County terminates this Agreement for cause, County may procure equivalent goods and services from a different source, and Contractor shall reimburse County for any increased costs.

**2.5 Purchasing Agent's Authority.** The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

### ARTICLE III – COMPENSATION

**3.1 Amount of Compensation.** County shall pay Contractor for satisfactory performance of the scope of services, as follows:

**3.1.1 Rates.** County shall pay Contractor according to the compensation and fee schedule set forth in Exhibit B.

**3.1.2 Expenses.** Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total fifty-five thousand dollars (\$55,000) per fiscal year provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon goods and services actually provided and reimbursable expenses actually incurred.

**3.2 Payment Process.** Contractor may submit one invoice per calendar month for regularly scheduled service and as needed for on-call service in arrears for goods and services provided, to the County Executive Office Staff Services Analyst who will review the invoice to confirm its contents match the goods and services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice. Payment terms shall be Net 30, calculated from date the invoice is received by County.

**3.2.1 Content of Invoices.** Invoices shall be in a form acceptable to the Napa County Auditor and include Contractor's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Contractor presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Contractor to be paid the equivalent percentage of the fixed price.

**3.2.2 Expenses.** If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Contractor, nor is Contractor obligated to provide further goods or services, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

**3.4 Price Adjustments.** Price adjustments are allowed as set forth in Exhibit B.

#### **ARTICLE IV – INSURANCE**

**4.1 Insurance.** Prior to commencing the scope of services, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

**4.2 Inclusion in Subcontracts.** Contractor shall require its subcontractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

#### **ARTICLE V – INDEMNIFICATION**

**5.1 Indemnification and Hold Harmless.** Contractor agrees to defend at its own expense, hold harmless and indemnify the County their officers and employees from and against any third party claims for injury, damage, loss, and liability to persons or property resulting from or arising out of the negligent acts or omissions of the Contractor or any person or entity engaged by the Contractor, which includes experts, consultants, independent contractors, subcontractors,

employees, and agents, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County or its officers, agents, employees, volunteers, or representatives. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

**5.2 Limitation of Liability.** Except as otherwise covered by insurance in Exhibit C or the Business Associate Agreement in Exhibit E, neither party will be liable to the other party for any indirect, special, incidental, punitive, exemplary or consequential damages of any kind (including lost profits, fines, civil penalties (other than civil penalties imposed to the extent such liability is due solely to the negligence or willful misconduct of the other party), 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 a party's breach or alleged breach of this Agreement, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, even if a party has been advised of the possibility of such damages by the other party. Each party's aggregate liability, if any, is limited to the amount of service fees Contractor received from County under the agreement during the preceding twelve (12) month period prior to the alleged liability.

**5.3 Effect of Insurance.** The provisions of this Article are not limited by the requirements of Article IV related to insurance.

**5.4 Enforcement Costs.** Contractor shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

**5.5 Survival.** This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

## ARTICLE VI – MANDATORY COUNTY PROVISIONS

**6.1 Compliance with County Policies.** Contractor shall comply, and require its employees and subcontractors to comply, with the following policies, copies of which are available on County's website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

**6.1.1** Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

**6.1.2** Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.



**6.1.3** Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

**6.1.4** “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

**6.1.5** Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

**6.2 Inducement of County Employees.** Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or contractors.

## **ARTICLE VII – COMPLIANCE WITH LAWS**

**7.1 Compliance with Controlling Law.** Contractor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Contractor shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**7.2 Conflict of Interest.** Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Contractor is a material breach of this Agreement which may result in termination of the Agreement for cause.

**7.3 Taxes.** Contractor shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Contractor shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Contractor shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Contractor fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Contractor shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

## ARTICLE VIII – DISPUTE RESOLUTION

**8.1 Mandatory Non-binding Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

**8.2 Mediation Costs.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**8.3 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Contractor and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

**8.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

**8.5 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

## ARTICLE IX – GENERAL PROVISIONS

**9.1 Access to Records/Retention.** With reasonable notice and during business hours, Contractor shall provide County with access to Contractor's records which are reasonably necessary for County to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Contractor's place of business where the records are kept.



Contractor shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

**9.2 Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

**COUNTY**

Jeff Brooner  
Napa County Purchasing Manager  
1195 Third Street Ste. 310  
Napa, CA 94559

**CONTRACTOR**

Stericycle, Inc  
Attn: Legal Department  
2355 Waukegan Rd.  
Bannockburn, IL 60015

**9.3 Independent Contractors.** Contractor and its subcontractors, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Contractor concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of County concerning the end results of the performance.

**9.4 Contract Interpretation.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.

**9.5 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

**9.6 Third Party Beneficiaries.** Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Contractor shall have the right to enforce any of the provisions of this Agreement.

**9.7 Force Majeure.** With the exception of payment obligations for services successfully rendered prior to a force majeure event, in the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

**9.8 Confidentiality of Services.** All services performed by Contractor and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of County. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by County; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by County.

**9.9 Insolvency.** Contractor shall notify County if Contractor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

**9.10 Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

**9.11 Venue.** This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

**9.12 Exhibits Incorporated.** All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty for Goods), 1.4 (Warranty for Services), 2.4.2 (Cost to Cover), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

**9.15 Severability.** Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Contractor to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

**9.17 No Waivers.** Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**9.18 No Assignments.** Contractor may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

**9.19 Successors in Interest.** All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

**9.20 Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**9.21 Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

*[remainder of page intentionally blank]*

**IN WITNESS WHEREOF**, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

STERICYCLE, INC.

DocuSigned by:  
By Jeff Featherstone  
86378A2A15AF427...  
Jeff Featherstone, Vice President of Sales

DocuSigned by:  
By Navi Kooner  
368457ABE104492...  
Navi Kooner, District Account Manager

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
Anne Cottrell, Chair of the Board  
of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>September 17, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
---	--	--

## **EXHIBIT A SCOPE OF SERVICES**

**CONTRACTOR shall provide COUNTY with the following services:**

### **Scheduled Destruction Services**

Provide locked security consoles that hold specially designed cardboard inserts. The consoles will provide uncompromising protection with a security feed slot. As additional security measure, an interior baffle below the deposit slot prevents material from being removed. Only authorized County staff can unlock the consoles to access the deposited material.

On a pre-determined schedule, a security screened and insured Customer Service Representative will pick material from the consoles, seal them and transport the bags to a mobile shredding truck. A new blue bag is placed in the console prior to locking it, with as little disruption in the workplace as possible.

The Customer Service Representative will empty the contents of the blue bags into the shredding hopper, behind a locked security screen. All confidential documents will be shred into pieces smaller than five eighths of an inch (two centimeters).

Contractor will provide Proof of Service verifying that the shredding process has been completed. The County at any time can observe all steps of the site document destruction process.

Scheduled service shall be weekly, biweekly, or monthly as determined by County

Additional Material shall be picked up in addition to scheduled console or tote as requested by county and scheduled by Contractor. Contractor shall make every effort to pick up Additional Material at next regularly scheduled service; Contractor shall pick up Additional Material no later than the 2<sup>nd</sup> scheduled service after request by County. Maximum number of extra containers to that may be picked up at regularly scheduled service is set forth in Exhibit B.

Type and Size of container shall be selected by County based on selection offered by Contractor.

County shall retain right to add or delete locations, modify type/size of console/tote and alter service frequency. Contractor shall maintain list of locations, number and type of consoles/totes, and frequency of service; and shall provide to County when County requests See Exhibit D. Addition and Deletion of locations, modification of type/size of console/tote and alterations of service frequency may be approved by the Purchasing Agent or Purchasing Agent's Delegation, or Purchasing Manager.



### **Purge Destruction Services**

Provide on-call shredding services. Material can be placed in the County's own bins or boxes or the Contractor's can provide secure mobile plastic bins. The containers will be transported to the Contractor's mobile shredding truck and destroyed on site.

Contractor shall schedule on-call and purge destruction services no later than 14 days after request by County.

### **Community Shred Events**

Contractor shall provide County shredding services at location to be selected by County and agreed upon by Contractor.

Minimum for Community Shred Events shall be two (2) hours

### **Non-Paper Destruction**

Provide destruction services for the following non-paper and non-document items:

#### Non-Paper Destruction

- Hard Drives

#### Non-Document Destruction

- Cheques
- Currency
- Playing Cards
- Promotional Coupons
- Cardboard
- Lottery Tickets

## **EXHIBIT B COMPENSATION AND FEE SCHEDULE**

### **Regularly Scheduled Auto Service – On-Site Service, Per Frequencies in Exhibit D.**

Minimum Charge \$50.00 (Includes 2 consoles)

Consoles (Std., Mini or Desk) \$10.00 each

64-Gallon Totes \$15.00 each

96-Gallon Totes \$19.00 each

### **Additional Material Service at Time of Regularly Scheduled Service.**

Banker Boxes \$8.00 each\*

File Drawer Boxes \$17.00 each\*

Fuel & Environmental Surcharge 7% of total invoice

Recycling Surcharge 7% of total invoice

\*Maximum number of boxes for Additional Material Services at Time of Regularly Scheduled Service shall not exceed ten (10) Banker and/or File Drawer Boxes.

### **Document Purge / One-Time Service Pricing-Other than Regularly Scheduled Service – On-Site Service**

Minimum Charge \$210.00 (Includes 10 banker boxes)

Additional Banker Boxes \$8.00 each

Additional File Drawer Boxes \$17.00 each

Fuel & Environmental Surcharge 7% of total invoice

Recycling Surcharge 7% of total invoice

### **Hard Drive Purge / One-Time Service Pricing-Other than Regularly Scheduled Service – On-Site Service**

Minimum Charge \$210.00 (Includes 10 hard drives)

Additional Hard Drives \$20.00 each

Fuel & Environmental Surcharge 7% of total invoice

Recycling Surcharge 7% of total invoice

### **Community Shred Events – On-Site Service**

Minimum Charge \$250.00 for the first hour of service

Additional Hours \$250.00 each hour

Fuel & Environmental Surcharge 7% of total invoice

Recycling Surcharge 7% of total invoice

Shred Events have to be a minimum of 2 hours to schedule

Contractor shall have the right to increase prices, excluding surcharge percentage, up to 7% once per fiscal year, however price increase shall take place no more frequently than once every twelve (12) months and no price increase shall take place before July 1, 2026. Contractor shall provide County with thirty (30) days notice of price increase.

Charges, including minimum charges, for regularly scheduled service and additional service at time of regularly scheduled service, shall calculated on a per-location basis and billed on a consolidated, county-wide, monthly basis.

## EXHIBIT C INSURANCE REQUIREMENTS

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Contractor shall provide County with certification of all such coverages upon request by County's Risk Manager.

**C.2 Liability Insurance.** Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

**C.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.2 Professional Liability/Errors and Omissions.** Not required.

**C.2.3 Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

**C.3 Certificates of Coverage.** All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Contractor with the County Department administering this Agreement prior to commencement of the Scope of Services.

**C.3.1 Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any, cancellation,

**C.3.2 Multiple Insureds.** The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

**C.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

**C.3.4 Additional Requirements.** The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County.

**C.4 Deductibles/Retentions.** . At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.





## **EXHIBIT E**

### **Business Associate Agreement**

This Business Associate Agreement ("BAA") is entered into as of this 7th day of October, 2025 ("Effective Date") by and between Stericycle, Inc.. ("Contractor") and Napa County ("County").

This BAA supplements the agreement for document destruction services entered into between Contractor and County (Napa County Agreement No. 260143B, dated October 7, 2025) (the "Service Agreement") pursuant to which Contractor provides confidential destruction of records ("Services"). By signing Agreement No. 260143B, Contractor agrees to be bound by this BAA in providing the Services.

Contractor and County enter into this BAA to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and 42 C.F.R. Part 2 governing substance use disorder (SUD) patient records. County is a "Covered Entity" and Contractor is a "Business Associate" as those terms are defined in HIPAA. If and to the extent that County is not, or subsequently fails to be, a Covered Entity, or Contractor is not, or fails to be, a Business Associate, this BAA shall be of no effect.

#### **1. Definitions**

- HIPAA means the HIPAA Privacy Rule and the HIPAA Security Rule, as amended. The HIPAA Privacy Rule is at 45 C.F.R. Parts 160 and 164, subparts A and E. The HIPAA Security Rule is at 45 C.F.R. Parts 160, 162, and 164.
- Protected Health Information (PHI) has the same meaning as in 45 C.F.R. § 160.103, limited to information created, maintained, or received by Contractor from or on behalf of County.
- Patient Identifying Information (Part 2 Information) has the same meaning as in 42 C.F.R. § 2.11 and refers to information that identifies a patient as having applied for or received a substance use disorder diagnosis, treatment, or referral.
- Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or Part 2 Information.

#### **2. Obligations of Contractor Under HIPAA Privacy Rule**

(a) Contractor shall not use or disclose PHI or Part 2 Information other than as permitted by this BAA, the Service Agreement, or as required by law. All such uses and disclosures must comply with HIPAA, the HITECH Act, and 42 C.F.R. Part 2.

(b) Contractor shall apply the minimum necessary standard and use limited data sets whenever practicable.

- (c) Contractor shall implement safeguards to prevent unauthorized access, use, or disclosure of PHI or Part 2 Information, and shall mitigate any harmful effect of a breach or security incident.
- (d) Contractor shall notify County of any unauthorized access, use, or disclosure of PHI or Part 2 Information within 24 hours of discovery and cooperate fully in investigation, mitigation, and notification.
- (e) Contractor shall ensure subcontractors or agents receiving PHI or Part 2 Information agree in writing to comply with the same restrictions and conditions.
- (f) Where applicable, Contractor shall assist County with access, amendment, and accounting of disclosures requirements under 45 C.F.R. §§ 164.524, 164.526, and 164.528.
- (g) Contractor shall not receive remuneration in exchange for PHI except as expressly permitted under HIPAA and the HITECH Act.

#### 2A. Obligations of Contractor Under 42 C.F.R. Part 2

- (a) Redisclosure Prohibition. Contractor acknowledges that Part 2 Information may not be redisclosed except as expressly permitted by 42 C.F.R. Part 2. Contractor shall ensure that each disclosure of Part 2 Information includes the following notice:

“This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2.”

- (b) Consent & Legal Exceptions. Contractor shall only access, use, or disclose Part 2 Information with valid patient consent meeting 42 C.F.R. § 2.31 requirements, or pursuant to an applicable exception (e.g., medical emergency, audit, research, or court order).
- (c) Subcontractors/Agents. Contractor shall ensure that any subcontractor or agent receiving Part 2 Information agrees in writing to comply with all requirements of 42 C.F.R. Part 2.
- (d) Incident Reporting. Contractor shall notify County within 24 hours of any breach, security incident, or unauthorized use or disclosure of Part 2 Information.
- (e) Termination/Destruction. Upon termination of this BAA, Contractor shall return or destroy all PHI and Part 2 Information. If destruction is infeasible, Contractor must notify County in writing and continue to apply the protections of this BAA for as long as the information is retained.

#### 3. Security Rule Obligations

- (a) Contractor shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI and electronic Part 2 Information consistent with HIPAA and HITECH.
- (b) Contractor shall ensure subcontractors implement reasonable and appropriate safeguards.
- (c) Contractor shall report to County any Security Incident involving electronic PHI or Part 2 Information of which it becomes aware.
- (d) Contractor shall make its policies, procedures, and documentation available to the Secretary of HHS upon request.

#### 4. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its employees, officers, directors, subcontractors, and agents from any losses, liabilities, penalties, costs, or expenses (including attorneys' fees) arising from Contractor's breach of this BAA or failure to comply with HIPAA, HITECH, or 42 C.F.R. Part 2. This obligation survives termination of this BAA and Napa County Agreement No. 260143B.

#### 5. Notices.

(a) All notices required or authorized by this BAA shall be in writing and delivered (i) in person, (ii) by deposit in the United States mail, certified mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by electronic mail with confirmation of transmission. Any notice sent in accordance with this Section shall be deemed received on the date of delivery, the date noted on the return receipt, or two business days following deposit with an overnight courier, whichever is earliest.

(b) Any notice, demand, request, consent, approval, or communication that County desires to give to Contractor shall be addressed to Contractor at the mailing address set forth in the Service Agreement, unless updated by written notice.

(c) Any notice, demand, request, consent, approval, or communication that Contractor desires to give to County shall be addressed to:

Compliance and Privacy Officer  
2751 Napa Valley Corporate Dr.  
Napa, CA 94558  
Phone: 707-253-4715  
Email: [Privacy.officer@countyofnapa.org](mailto:Privacy.officer@countyofnapa.org)

(d) Privacy Incidents and Breaches. Notwithstanding subsections (a)–(c), any notification of a suspected or actual privacy or security incident, impermissible use or disclosure of PHI, or breach involving PHI or Part 2 Information must be provided to County's Compliance and Privacy Officer within 24 hours of discovery by secure email and confirmed by telephone. Such notice shall include, to the extent known at the time:

- A brief description of the incident,
- The types of information involved,
- The date of the incident and date of discovery,
- The number of individuals affected (if known), and
- Any mitigation actions taken or planned.

## 7. Term and Termination

(a) This BAA begins on the Effective Date and continues until the Service Agreement expires or all PHI and Part 2 Information has been returned or destroyed.

(b) If either party becomes aware of a material breach, the breaching party shall have 30 days to cure. If uncured, the non-breaching party may terminate this BAA and the Service Agreement or report the breach to the Secretary of HHS.

(c) Upon termination, Contractor shall return or destroy all PHI and Part 2 Information. If infeasible, protections shall continue.

## 8. Miscellaneous

(a) References to HIPAA, HITECH, and 42 C.F.R. Part 2 include current and future amendments.

(b) The parties agree to amend this BAA as needed to maintain compliance with HIPAA, HITECH, and Part 2.

(c) This BAA supersedes all prior agreements on this subject but supplements the Service Agreement.

(d) This BAA is governed by the laws of the State of California without regard to conflict-of-law rules.