

**PLEASE RETURN FULLY EXECUTED COPY TO:**

**TULSA COUNTY CLERK MICHAEL WILLIS**

**ATTN: Georgeann Hiebert, Deputy**

**218 W. 6TH St. 7th Floor**

**TULSA, OK 74119**

**or by email at:**

**[ghiebert@tulsacounty.org](mailto:ghiebert@tulsacounty.org)**

CMF# 20221874



# REGULATED MEDICAL WASTE SERVICE AGREEMENT

INITIAL PICKUP - *Consolidated Box - \$125<sup>00</sup>*  
*- 96 yellow plastic. \$375<sup>00</sup>*

**APPROVED**  
 10/17/2022

BILLING INFORMATION	SERVICE INFORMATION
customer name: <u>TCSD</u>	customer name: <u>TULSA COUNTY SHERIFFS OFF</u>
billing address: <u>303 W. FIRST ST.</u>	service address: <u>300 N. DEWEY</u>
<u>TULSA</u> <u>OK</u> <u>74103</u>	<u>TULSA</u> <u>OK</u> <u>74103</u>
city: <u>KIM TRYON</u> state: <u></u> zip: <u></u>	city: <u>CRYSTAL FORD</u> state: <u></u> zip: <u></u>
contact name: <u>918-596-5615</u>	contact name: <u>918-596-8919</u>
contact phone: <u></u>	contact phone: <u></u>
customer e-mail: <u></u>	customer e-mail: <u></u>

CMF# 20221874

### TERMS & CONDITIONS

By signature, the CUSTOMER and RED EARTH ENVIRONMENTAL, INC. (REE) and/or CUSTOMER and RED EARTH TRANSPORTATION, INC. (RET) agree to abide by the terms and conditions offered on this agreement during the contractual time period mutually agreement upon by both parties.

<input checked="" type="checkbox"/> authorized customer signature: customer name: [please print] title: [please print] <u>MONTHLEY</u> pick-up schedule: comments:	REE/RET representative signature: <u>[Signature]</u> <u>9-14-2022</u> date of agreement: <u>open</u> service start date: <u>above</u> customer rate: comments:
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APPROVED AS TO FORM:  
  
 ASSISTANT DISTRICT ATTORNEY

[www.safered.com](http://www.safered.com)

#### ARTICLE I — CONTAINERS

REE shall provide CUSTOMER with DOT approved corrugated and/or reusable containers with appropriate liners. The number of containers provided shall be based on expected waste generation and shall be replenished as used. CUSTOMER agrees to pay REE a REFUNDABLE DEPOSIT of \$\_\_\_\_\_ at contract signing on each reusable container, if any, placed into service. Deposit will be refunded for reusable containers (found to be in their original condition) at termination of agreement by either party.

#### ARTICLE II — LENGTH OF AGREEMENT

TERM. The term of this agreement shall be for 12 months from the Service Start Date, and shall be automatically renewed for like terms thereafter unless either party shall give 30 days written notice of termination without cause, by Certified Mail to the other party.

#### ARTICLE III — DISPOSAL SERVICE RESPONSIBILITY OF REE

REE agrees to remove, transport, document, and dispose of all approved containers holding CUSTOMER's Regulated Medical Waste, with the schedule of removal mutually agreed upon by CUSTOMER and REE. The disposal of CUSTOMER's Regulated Medical Waste will be conducted at a permitted facility and duly recorded by the REE Waste Tracking System.

The terms "Biomedical Waste," "Infectious Waste," or "Regulated Medical Waste" as used herein or in the performance of service means: (1) those waste defined in the applicable Federal, State County and Municipal Laws, regulations and guidelines; and (2) "Chemotherapy Waste." The term "Chemotherapy Waste" as used herein or in the performance of services, means discarded items which have been contaminated by Chemotherapeutic Drugs provided that such items including vials and syringes shall be empty as defined in applicable Federal, State, County or Municipal Laws, regulations and guidelines. The terms listed above specifically excludes, by definition, (a) fetal remains and human tissues, (b) asbestos and/or (c) corrosive, reactive, radioactive, toxic and other hazardous waste and substances as defined in any applicable Federal, State, County or Municipal Laws, regulations and guidelines. REE reserves the right to decline transport, treat and/or dispose any "Regulated Medical Waste" which in REE's judgment it cannot transport in a lawful manner or without risk of harm to others or the environment. Improperly packaged, leaking or damaged containers are subject to off specification charges for repackaging and special handling. Containers which exceed the container's weight rating may be assessed a surcharge.

#### ARTICLE IV — RATE ADJUSTMENT

Because disposal and fuel constitute a significant portion of the costs of REE's services provided hereunder, CUSTOMER agrees that REE may increase the rates hereunder to adjust for any increase in such cost; or, any increases in transportation cost due to changes in location of the disposal facility. CUSTOMER agrees that REE may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and CUSTOMER agrees that REE may also proportionally pass through to customer increases in REE's costs due to changes in local, state or federal rules, ordinances or regulations applicable to REE's operations or the services provided hereunder and increases in taxes, fees or other governmental charges assessed against or passed through to REE (other than income or real property taxes), and shall not be withheld by the customer. REE may only increase rates for reasons other than those set forth above with the consent of the customer. Such consent may be evidence verbally, in writing or by the actions and practices of the parties.

#### ARTICLE V — CUSTOMER'S RESPONSIBILITIES

CUSTOMER is solely responsible for properly and lawfully packaging, labeling and storing "Regulated Medical Waste." CUSTOMER shall store "Regulated Medical Waste" in containers supplied or approved by REE. CUSTOMER agrees that all containers supplied to CUSTOMER by REE, and which carry REE's identification on the container shall be collected and disposed of only by REE or its designated representatives. The storage of "Regulated Medical Waste" shall be confined to an area on CUSTOMER's premises to which only authorized personnel shall have access.

#### ARTICLE VI — TITLE

Title to "Regulated Medical Waste" collected from CUSTOMER shall be transferred to and vested in REE at the same time that the "Regulated Medical Waste" is fully loaded into REE's truck and REE has departed CUSTOMER's premises. Prior then all title to the "Regulated Medical Waste" shall be with the CUSTOMER. Title to any waste other than "Regulated Medical Waste" shall remain with CUSTOMER.

#### ARTICLE VII — SERVICES AND RATES

REE will provide the collection, transportation, treatment and/or disposal services enumerated above, at the rates set forth above plus all applicable taxes. REE will provide all necessary equipment to perform such services and all such equipment shall comply with applicable Federal, State, County and Municipal Laws, regulations and permits.

#### ARTICLE VIII — PAYMENT OF CHARGES

All monthly charges are due and payable within thirty (30) days of the date of invoice. Customer agrees to pay a charge for all past due amounts in an equal amount to the lesser of one and one-half percent (1-1/2%) of all past due amounts for each month or part thereof during which such payments remain unpaid, or the maximum rate allowed by applicable law. Should any portion of any account remain unpaid for more than sixty (60) days from date of invoice, REE shall have the option without notice to customer, to suspend service under this Agreement unless and until payment has been made for all services performed by REE under this agreement, including those payments not yet past due. Upon such suspension REE may remove from CUSTOMER's premises all containers belonging to REE.

#### ARTICLE IX — LIABILITY FOR EQUIPMENT

Customer acknowledges that it has the care, custody, and control of containers and other equipment owned by REE and accepts responsibility and liability for the equipment and its contents except when it is physically handled by employees of REE. Therefore, CUSTOMER expressly agrees to defend, indemnify and hold harmless REE from and against any and all claims for loss of or damage to property, or injury or death of person or persons resulting from or arising in any manner out of customer's use, operations or possession of any containers, and other containers and/or equipment furnished under this agreement.

#### ARTICLE X — FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or part, due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, war, fire, acts of terrorism, acts of God, injunction, compliance with any law, regulation, guideline or order of any government body or any instrumentality thereof whether now existing or hereafter created.

#### ARTICLE XI — ASSIGNMENT

This Agreement is assignable and shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment by operation of law, nor required in the event of an assignment to an affiliate of REE.

#### ARTICLE XII — INSURANCE

REE shall procure and maintain the following insurance coverage(s) and limits for the duration and purpose of this Agreement: Workers Compensation Statutory; Commercial General Liability \$1 Million each occurrence; Automobile Liability \$1 Million combined single limit.

#### ARTICLE XIII — INDEMNITY

REE will indemnify and hold CUSTOMER harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss, damage to property, including Customer's property, and injuries to or death of persons, including CUSTOMER's employee, caused by or resulting from REE's negligence, willful misconduct or REE's breach of this agreement. The forgoing indemnity from REE in favor of CUSTOMER under this Article XIII shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and expenses result from the CUSTOMER's provision to REE of waste other than "Regulated Medical Waste." In any instance in which CUSTOMER claims indemnity under this Article XIII, REE shall have the right but not the duty to defend CUSTOMER in (and control the defense of) any litigation arising out of the occurrence from which CUSTOMER claims that REE indemnity obligation exists.

CUSTOMER hereby agrees to indemnify and hold REE harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including REE's property, and injuries to or death of persons, including REE's employees (i) caused by or resulting from CUSTOMER or improperly packaged waste by CUSTOMER. With respect to any claim for indemnification, the party claiming a right to indemnify shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim for the purpose of obtaining statements, photographs and chemical analysis and taking such other steps as may be necessary to preserve evidence of the occurrence on which claim is based. If the party claiming right to indemnify denies the other party reasonable access as set forth above, the party claiming a right to indemnify shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

#### ARTICLE XIV — COMPLIANCE WITH LAW AND RECORDKEEPING

In the performance of all services to be provided hereunder, REE and CUSTOMER agree to comply with all applicable permits, Federal, State, County and Municipal Laws and ordinances and all lawful rules, regulations and guidelines of any duly constituted authority, including but not limited to Social Security and income tax withholding laws, unemployment compensation laws, environmental, safety and health laws, and manifesting requirements.

REE and CUSTOMER and its assigns have obtained all necessary permits, licenses, zoning and other Federal, State and/or Local authorizations required to perform services hereunder and, upon request of CUSTOMER, REE shall furnish copies thereof to CUSTOMER.

REE and CUSTOMER shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of all manifests and tracking records and other records, reports or memoranda, consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the services required by this Agreement.

#### ARTICLE XV — NOTICES

Except as otherwise provided in Articles II and IV, all notices required or desired to be given hereunder shall be given in writing to the parties.

#### ARTICLE XVI — INDEPENDENT CONTRACTOR

REE's relationship with CUSTOMER under this agreement shall be that of independent contractor. REE is to exercise its own discretion on the method and manner of performing its duties. CUSTOMER will not exercise control over REE or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by REE shall at all times be under its exclusive direction and control. Nothing in this agreement shall be construed to designate REE or any of its employees as employees, agents, joint ventures or partners with CUSTOMER.

#### ARTICLE XVII — AMENDMENT WAIVER

Except as otherwise provided in Articles II and IV, this amendment may be amended from time to time only by an instrument in writing signed by the parties to this agreement at the time of such amendment. No provision of this agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this agreement waive the right to object to a subsequent breach of the same of any other provision.

#### ARTICLE XVIII — ENTIRE AGREEMENT

This agreement (including any attachments, exhibits, and amendments hereto) constitutes the entire understanding between parties hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements either written and/or oral, with respect to the subject matter hereto.

## REGULATED MEDICAL WASTE SERVICE AGREEMENT ADDENDUM

This Agreement Addendum ("Addendum") is made part of and amends that certain Regulated Medical Waste Service Agreement dated as of 10/17/2022 ("Agreement") by and between Red Earth Environmental, Inc. ("REE") and Board of County Commissioners of the County of Tulsa on behalf of the Tulsa County Sheriff's Office ("Customer"). Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, the Parties intending to be legally bound, the Agreement is hereby amended as follows:

- ARTICLE II – LENGTH OF AGREEMENT: This section is amended to state in its entirety: “The term of this Agreement shall be for 12 months from the Service Start Date, and may be renewed upon written agreement by the parties.”
- ARTICLE IV – RATE OF ADJUSTMENT: This section is amended to state in its entirety: “Because disposal of fuel constitutes a significant portion of the costs of REE’s services provided hereunder, CUSTOMER agrees that, subject to prior written agreement by the parties, REE may increase the rates hereunder to adjust for any increase in such cost, or any increases in transportation cost due to changes in location of the disposal facility. CUSTOMER agrees that, subject to prior written agreement by the parties, REE may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and CUSTOMER agrees that, subject to prior written agreement by the parties, REE may also proportionally pass through to customer increases in REE’s costs due to changes in local, state, or federal rules, ordinances, or regulations applicable to REE’s operations or the services provided hereunder and increases in taxes, fees, or other governmental charges assessed against or passed through to REE (other than income or real property taxes). REE may only increase rates for reasons other than those set forth above with the written consent of the customer.
- ARTICLE IX – LIABILITY FOR EQUIPMENT: This section is amended to state in its entirety: “Customer acknowledges that it has the care, custody, and control of containers and other equipment owned by REE and accepts responsibility and liability for the equipment and its contents except when it is physically handled by employees of REE. The County agrees to responsibility for the negligent acts of its employees.
- ARTICLE XIII – INDEMNITY: This section is amended to state in its entirety: “REE will indemnify and hold CUSTOMER harmless from any and all loss, damages, suits, penalties, costs, liabilities, and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss, damage to property, including Customer’s property, and injuries to or death of persons, including CUSTOMER’s employee, caused by or resulting from REE’s negligence, willful misconduct, or REE’s breach of this agreement. The forgoing indemnity from REE in favor of CUSTOMER under this Article XIII shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities, and expenses result from CUSTOMER’S provisions to REE of waste other than “Regulated Medical Waste.” In any instance in which CUSTOMER claims indemnity under this Article XIII, REE shall have the right but not the duty to defend CUSTOMER in (and control the defense of) any litigation arising out of the occurrence from which CUSTOMER claims that REE indemnity obligation exists.

CUSTOMER agrees to responsibility of the negligent acts of its employees.

With respect to any claim for indemnification, CUSTOMER shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification may be asserted and (ii) allow REE (including its employees, agents, and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim for the purpose of obtaining statements, photographs,

and chemical analysis and taking such other steps as may be necessary to preserve evidence of the occurrence on which claim is based. If CUSTOMER denies REE other party reasonable access as set forth above, CUSTOMER shall assume role responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the dates set forth below.

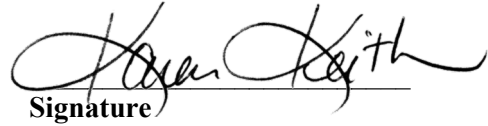
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Red Earth Environmental Inc.  
Company Name

\_\_\_\_\_  
Date

  
Signature

Karen Keith  
Name

Chairman  
Title

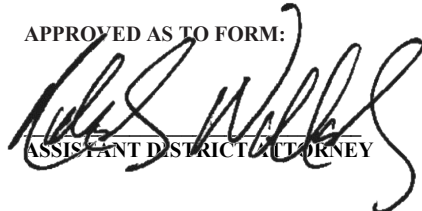
Board of County Commissioners  
of Tulsa County

\_\_\_\_\_  
Effective Date

ATTEST:

  
County Clerk Second Deputy

APPROVED AS TO FORM:

  
ASSISTANT DISTRICT ATTORNEY



and chemical analysis and taking such other steps as may be necessary to preserve evidence of the occurrence on which claim is based. If CUSTOMER denies REE reasonable access as set forth above, CUSTOMER shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.”

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the dates set forth below.

David Howard  
Signature

\_\_\_\_\_  
Signature

David Howard  
Name

\_\_\_\_\_  
Name

PRESIDENT  
Title

\_\_\_\_\_  
Title

Red Earth Environmental Inc.  
Company Name

Board of County Commissioners  
of Tulsa County

10-12-2022  
Date

\_\_\_\_\_  
Effective Date

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:  
[Signature]  
ASSISTANT DISTRICT ATTORNEY