



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/22/2023

File ID: TMP-3041

Department: Fire and Rescue

Subject:

Type of Action: Approval/Action

Agreement between the City of Huntsville and TriHaz Solutions LLC.

Resolution No.

Finance Information:

Account Number: 1000-42-42200-515130-00000000-

City Cost Amount: NTE \$10,000.00

Total Cost: NTE \$10,000.00

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: All Fire Stations

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

RESOLUTION NO. 23- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into an Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and TriHaz Solutions LLC which said Agreement is attached hereto and identified as “Agreement between the City of Huntsville and TriHaz Solutions LLC.” for professional services to collect, transport, treat and dispose of Medical Waste consisting of four (4) pages and the date of June 22, 2023 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of June 2023

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of June 2023

Mayor of the City of Huntsville,
Alabama

Customer # City of Huntsville Fire & Rescue-
Account Manager KyleKelly
Service Agreement 000746
Number

Product	Locations	Monthly Rate
Regulated Medical Waste / 28-gallon container; provided by TriHaz	Stations Serviced - 18	Flat Rate \$700.00

Special Instructions

If the driver is on site of a station and no one will come to the door, please call Fire Communication at (256) 722-7120 and they can remotely open the door so we can service the waste. ENSURE the door locks once they leave. DO NOT BLOCK FIRE BAYS AND LANES.

Customer

Contact Name Lesley Easter
Phone (256) 427-5053
Recurring Payment
Form

Service

Service Address City of Huntsville Fire & Rescue
Name
Disposal Site TriHaz Solutions
Max Weight NA

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and he or she has the authority to sign this Agreement on behalf of the Customer.

Tommy Battle:
It's Mayor

Customer Signature
Date

Company Signature
Date



Terms and Conditions

SERVICES. Customer grants to TriHaz Solutions, LLC ("Company") the exclusive right to collect, transport, treat and dispose of all of Customer's Regulated Medical Waste (as defined herein) at the agreed service locations, and Company agrees to perform such services as set forth herein.

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE START DATE OF THIS AGREEMENT AND CONTINUE FOR A TERM OF THREE (3) YEARS. ~~UPON EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW UNDER THE SAME TERMS AND FOR AN ADDITIONAL THREE (3) YEAR PERIOD, UNLESS THE CUSTOMER GIVES COMPANY NOTICE OF TERMINATION AT LEAST 90 DAYS PRIOR TO THE TERMINATION OF THE THEN EXISTING TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND ACTUALLY RECEIVED BY COMPANY.~~

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 45 days after the date of Company's invoice or Customer is otherwise in breach of this Agreement, Company shall have the right, without notice to Customer and without terminating this Agreement, to suspend collecting, treating and disposing of Regulated Medical Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by applicable law. If Company suspends service for any reason including expiration, termination or Customer breach of this Agreement, Company may remove its containers on Customer site.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written

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REGULATED MEDICAL WASTE SERVICES. The "Regulated Medical Waste" shall have the meaning defined by 49 CFR 173.134, and shall not contain any hazardous materials, hazardous wastes or hazardous substances; radioactive wastes; contaminants; toxic substances; or any other waste that could be categorized as "hazardous" collectively, "Excluded Waste", under applicable laws, regulations and/or the TriHaz Waste Acceptance Policy (TWAP). Customer shall ensure and warrant that no Excluded Waste is placed in any of Company's or Customer's Regulated Medical Waste containers placed at Customer's facilities that will be loaded into Company's vehicle, and Company shall not be required to inspect any waste placed in such containers. Customer shall comply with the TWAP, which is specifically incorporated herein and is subject to change or modification by Company at any time in its discretion.

TITLE. Company shall acquire title to Regulated Medical Waste when they are fully loaded into Company's vehicle. Customer shall have title to Regulated Medical Waste at all prior time. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. All Regulated Medical Waste shall be accompanied by a legally compliant manifest in accordance with 49 CFR 172.202. Company may refuse containers that are determined to be non-conforming as identified in the TWAP.

SUBCONTRACTOR. Company may outsource certain aspects of its obligations under this Agreement through subcontractors. Company shall remain primarily responsible to Customer for performance of its obligations under this Agreement.

PAYMENT. Customer shall pay Company for the services and container furnished by Company at the rates provided in this Agreement. In addition, Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees, delivery fee, no pick up fees, closed office fee, over-pack fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by applicable law. Without limiting the foregoing, Customer shall pay Company: (a) a NSF fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer invoice is due upon receipt. If Customer shall fail to pay Company within 30 days after the date of Company's invoice, Customer shall pay to Company interest

notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue; (b) if Company determines, in its sole discretion, that doing business with Customer could be harmful or risky to Company's employees, equipment or reputation; (c) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach. In addition, Company shall have the right to terminate this Agreement at the end of the initial term or any renewal term providing written notice to Customer.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), then in addition to any other rights or remedies of Company under this Agreement or applicable law, Customer shall pay Company an amount equal to the most recent full month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Additional container pick up charges shall apply to a terminated Agreement. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

INDEMNITY. Customer shall indemnify, defend and hold harmless Company from and against all claims, damages, suits, penalties, fines and liabilities arising from either (i) any breach by Customer of this Agreement, or (ii) any injury, death, loss or damage to persons, property (including the equipment) or environment arising out of Customer's use, operation or possession of any containers. The indemnity provided in this paragraph shall survive the termination of this Agreement.

ASSIGNMENT AND BENEFIT. This Agreement shall not be affected by any changes in the Customer's service address if such new address is located in Company's service area. This Agreement shall be binding on the parties and their successor and assigns. No assignment or delegation of the rights, duties or obligations hereunder shall be made without the mutual written consent of the parties hereto. Notwithstanding the foregoing, Company retains the right to assign all rights, duties or obligations in this Agreement or delegate its performance in whole or in part, without Customer's consent, to any entity designated by Company.

RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any competing offer that the Customer receives related to services provided under this Agreement.

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on any delinquent payment from the due date until paid, at the lesser of the maximum rate or interest allowed by law or 1 ½% per month. Customer shall also pay Company all costs and expenses incurred by Company in collection efforts, including a reasonable attorney's fee. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for Medical Care; (d) average volumes of Customer's Regulated Medical Waste Materials above the average volume for similar generators or maximum weight upon which the rates provided in this Agreement are based as indicated on the front of this Agreement (if maximum weight is not stated on front, weight shall be 50 LBS); (e) treatment costs; or (f) Company's costs due to changes in applicable state, federal or local laws and regulations. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices including payment of the invoice.

SERVICE CHANGES. The parties may agree to change the type, size or number of containers, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices including payment of the invoice. Delivery and pick up fees may apply to container changes made by the parties. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services. Customer hereby represents, warrants and agrees that, so long as this Agreement is in effect, Customer and its facilities are in compliance with applicable laws, and possess all necessary licenses, certificates and standards. Upon request by Company, Customer shall provide evidence of such licenses, certificates and standards.

RESPONSIBILITY FOR EQUIPMENT ACCESS. Any container or equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such container or equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the container). Customer shall use the container only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the container. Customer shall provide safe, unobstructed access to the container(s) on the scheduled collection day. Company may charge an additional fee for any additional collection service

EXCUSED PERFORMANCE. Company shall not incur any liability to Customer on the account of any loss or damage resulting from any delay or failure to perform all or any part of the Agreement if such delay or failure is caused by events, occurrences, or causes beyond the control of the parties, including without limitation, acts of God, earthquakes, floods, hurricanes, tornados, riots, protests, strikes, lockouts, industrial disturbances, fire and explosions.

DAMAGES. COMPANY SHALL NOT UNDER ANY CIRCUMSTANCE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS. IN NO EVENT SHALL COMPANY'S LIABILITY HEREUNDER EXCEED THE PAYMENTS MADE BY CUSTOMER HEREUNDER DURING THE PRECEDING SIX-MONTH PERIOD.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, Company shall be entitled to recovery, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Regulated Medical Waste. Customer agrees that the terms and charges on this Agreement and other provisions included in this Agreement shall remain confidential, except as otherwise may be required by law. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining

required by Customer's failure to provide access.

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provisions of this Agreement shall not in any way be affected
thereby. This Agreement shall be governed by the laws of the
state of Alabama.