

RESOLUTION NO. 24-19
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beals ON THE 15th
DAY OF April, 2019.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A PURGE SERVICES AGREEMENT FOR DOCUMENT PURGING
SERVICES WITH STERICYCLE, INC.**

WHEREAS, the City of Centerville is desirous of obtaining document purging services to handle the process of destruction of documents pursuant to the City's Public Records Retention Policy and Ohio's Public Records Policies; and

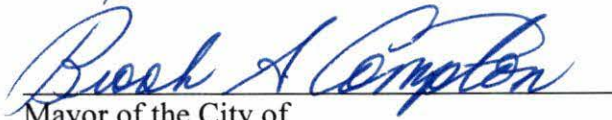
WHEREAS, Stericycle, Inc. on behalf of its subsidiary Shred-it USA, LLC has the ability to provide such services and has a demonstrated ability to assist in accomplishing the objectives of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

Section 1. The City hereby agrees to enter into a Purging Services Agreement with Stericycle, Inc. on behalf of its subsidiary Shred-it USA, LLC, and the City Manager is hereby authorized to execute the Agreement with Stericycle, Inc. on behalf of its subsidiary Shred-it USA, LLC, in a form substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 15th day of April, 2019.



Mayor of the City of
Centerville, Ohio

ATTEST:

Carin R. Andrews

Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 24-19, passed by the Council of the City of Centerville, Ohio on the 15th day of April, 2019.

Carin R. Andrews
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

Exhibit "A"

Purge Service Agreement
Effective Date 03/12/2019

Service Address:

Customer/Company Name: CENTERVILLE GOVERNMENT CENTER - SOC
 Street Address: 100 W Spring Valley Pike
 City / State: Dayton OH
 Zip: 45458-3759
 Phone: 937-433-7151
 Fax:
 Email

Billing Information (if different to service address):

Billing Contact/Company Name:
 Street Address:
 City / State:
 Zip:
 Phone:
 Fax:
 Email

Service Fees : Reference Attachment "Service Descriptions" for details					
Service Scheduled: No	Service Type: Off-Site	Service Frequency: Purge		Collection Type: Dock	
Minimum			Additional		
Container Type	Container Quantity	Additional Container Quantity (at the additional container rate)	Total Unit Quantity	Additional Container Rate (for items included in the additional container qty. or for future container additions)	Unit Total Charge
Large Tote(96G/360L)		16	16	\$56.25	\$900.00
Blue Bag				\$18.00	
Large Box (>1.7-3.0 cu.ft.) / (>48-85L)				\$12.00	
Small Box (≤1.7 cu.ft. / ≤48L)				\$6.00	
XL Box (oversized)				\$18.00	
Minimum Charge (per service)	\$150.00	Total Units	16	Additional Container Charge (per service)	\$900.00
Other Service Fees - Charges based on services & quantities rendered					
Item					Unit Rate
<small>*For services rendered beyond the above quantities, the total charge will increase based on the amount of units serviced at the additional container rate, extra material unit rate or the current Shred-it standard list price.</small>					

Customer Service Agreement Notes: ** 25% discount included in pricing. **

Transactional Payment Details: Payment Method: Invoiced PO Required: No PO #: Blanket PO Liable for Tax Yes

Service Guarantee: Shred-it guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Shred-it by written notice to the Account Care department at the address listed below.

Additional Service Fees (per service)

Minimum Charge \$150.00

Fuel & Environmental Surcharge Per Monthly Index

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

Total Fees Per Service * \$900.00
(Plus Additional Fees and applicable Taxes may apply)
 (Ancillary fees may apply)

***The offer will expire 04/11/2019**

Shred-it:

Contracting Entity: **Stericycle, Inc., on behalf of itself and its subsidiary Shred-it USA LLC ("Shred-it")**

Name: Yesid Ferro
 Title: Communication Solutions Specialist

Date: Mar 20, 2019

DocuSigned by:

 Signature: 117964DCC6394C2...

Customer:

Customer/Company Name: CENTERVILLE GOVERNMENT CENTER - SOC

Name: Tyler Roark

Title:

Date:

Signature:

Customer agrees to be bound by the following terms and conditions.

TERMS AND CONDITIONS

1. **Document Destruction Services.** Shred-it will: (i) collect the Customer's paper and other agreed upon materials ("CCM") on a mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process"). (iii) Shred-it will provide Customer with a Certificate of Destruction if requested by Customer. (iv) Shred-it will recycle or otherwise dispose of the CCM. (v) Customer shall not include any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe in the CCM.
2. **Term of this Agreement.** The term of this Agreement will begin on the Effective Date and continue for sixty days.
3. **Pricing; Payment Terms.** Customer shall pay to Shred-it the service fees set forth on page 1 ("Service Fees") Customer agrees to pay the Service Fees and all other amounts due immediately upon completion of the Services and in any event no later than thirty (30) days thereafter. Any payments not received by Shred-it when due will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. Customer shall be responsible for any and all applicable taxes. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the Services after Shred-it has arrived at Customer's location on the scheduled shredding date.
4. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
5. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer under the Agreement.
6. **Confidentiality.** Customer agrees to not disclose to any third parties Shred-it pricing, policies and procedures. Shred-it will keep confidential all CCM and any other confidential information provided to Shred-it in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Shred-it in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Shred-it free of any obligation to keep it confidential prior to receipt of the same from Customer.
7. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.
8. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Shred-it. (d) Shred-it's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Shred-it as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). (f) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Shred-it unless agreed to by Shred-it in writing.



Secure Document Destruction

AVAILABLE AS A REGULARLY SCHEDULED SERVICE OR ONE-TIME PURGES.

Regularly Scheduled Services

- Perfect for day-to-day protection
- Secure consoles come in a variety of styles, and sizes
- Set schedule minimizing document overflow
- On-site collection from your site by Shred-it
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following each service

One-Time Destruction Services

- Perfect for customers with a one-time need
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following your service



Hard Drive Destruction

- Physical destruction ensures information is unrecoverable
- Chain of Custody process provides end-to-end security
- Risk-free alternative to stockpiling, erasing, reformatting or degaussing
- Itemized Certificate of Destruction for your files

Certificate Of Completion

Envelope Id: BDB3302AEC0D473C9A75B91E40753438 Status: Delivered
 Subject: Shredit Agreement For CENTERVILLE GOVERNMENT CENTER - SOC
 Source Envelope:
 Document Pages: 3 Signatures: 1 Envelope Originator:
 Certificate Pages: 4 Initials: 0 Yesid Ferro
 AutoNav: Enabled yferro@stercycle.com
 Envelopeld Stamping: Disabled IP Address: 13.108.238.8
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

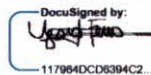
Record Tracking

Status: Original Holder: Yesid Ferro Location: DocuSign
 3/20/2019 5:33:19 PM yferro@stercycle.com

Signer Events

Yesid Ferro
 yferro@stercycle.com
 Communication Solutions Specialist
 Communication Solutions
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
 Using IP Address: 108.171.131.189

Timestamp

Sent: 3/20/2019 5:33:20 PM
 Viewed: 3/20/2019 5:33:27 PM
 Signed: 3/20/2019 5:33:36 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/14/2018 11:18:03 AM
 ID: 9457688a-28b4-4209-aa74-1da50a93b965

Tyler Roark
 troark@centervilleohio.gov
 Security Level: Email, Account Authentication (None)

Sent: 3/20/2019 5:33:37 PM
 Viewed: 3/20/2019 5:38:50 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/12/2019 5:51:58 PM
 ID: 1bdef6b6-fae8-496d-b1d5-e2106c4494fd

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/20/2019 5:33:37 PM
Certified Delivered	Security Checked	3/20/2019 5:38:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Stericycle Inc. - Shred it (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Stericycle Inc. - Shred it:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customercare@stericycle.com

To advise Stericycle Inc. - Shred it of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at customercare@stericycle.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Stericycle Inc. - Shred it

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to customercare@stericycle.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Stericycle Inc. - Shred it

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to customercare@stericycle.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. - Shred it as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. - Shred it during the course of my relationship with you.