

BILL NO.: 4725

ORDINANCE NO.: \_\_\_\_\_

Introduced by: Council Present

**AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE  
MAYOR TO EXECUTE THE ATTACHED SHRED-IT AGREEMENT FOR SECURE  
DOCUMENT DESTRUCTION SERVICES**

**Now, Therefore, Be it ordained by the City Council of the City of Berkeley, Missouri, as follows:**

- Section 1.** The Mayor is hereby authorized to enter into and execute the attached Shred-It Agreement for secure document destruction services for the city hall, police, and fire departments.
- Section 2.** The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its passage.

1st Reading this \_\_\_\_\_ day of \_\_\_\_\_ 2019  
2nd Reading this \_\_\_\_\_ day of \_\_\_\_\_ 2019  
3rd Reading, PASSED and APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
Theodore Hoskins, Mayor

ATTEST:

\_\_\_\_\_  
Deanna L. Jones, City Clerk

\_\_\_\_\_  
Approved As To Form:  
Donnell Smith, City Attorney

Final Roll Call:

Mayor Hoskins	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Hoskins	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Mitchell	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Williams	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman-at-Large Greene	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hindeleh	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Anthony	Aye	___	Nay	___	Absent	___	Abstain	___

## Service Agreement

### Effective Date 07/29/2019

#### Service Address:

Customer/Company Name: City Of Berkeley  
 Address 1: 8425 Airport Rd  
 City / State: Berkeley MO  
 Zip: 63134-1909  
 Phone: (314) 400-3756  
 Fax: 314-264-2070  
 Email: cityclerk@ci.berkeley.mo.us

#### Billing Information (if different to service address):

Billing Contact/Company Name:  
 Address 1:  
 City / State:  
 Zip:  
 Phone:  
 Fax:  
 Email

Service Fees : Reference Attachment "Service Descriptions" for details					
Service Scheduled: Yes		Service Type: On-Site		Service Frequency: Every 2 Weeks	
				Collection Type: Floor	
Minimum Containers (Shred-it provided)		Recurring Additional Containers (Shred-it provided)			
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
MediumTote(64G/240L)	2	1	3	\$12.60	\$12.60
Minimum Charge (per service)	\$65.00	Total Units	3	Additional Container Charge (per service)	\$12.60
Other Service Fees - Charges based on services & quantities rendered					
Extra Material Pricing (not in Shred-it provided bins)				Unit Rate	
Blue Bag				\$31.31	
Large Box (> 1.7-3.0 cu.ft.) / (>48-85L)				\$17.73	
Large Tote(96G/360L)				\$92.75	
MediumTote(64G/240L)				\$61.45	
Small Box (≤1.7 cu.ft. / ≤48L)				\$11.21	
XL Box (oversized)				\$33.63	
*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.					

Customer Service Agreement Notes:

**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. If Shred-it fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Shred-it in good and usable condition.

### Additional Fees (per service)

Minimum Charge \$65.00  
 Fuel & Environmental Surcharge Capped At 8%  
 Recycling Recovery Surcharge \$0.00

**Total Service Fees (Per Service) \* \$77.60**  
**(Additional Fees and applicable Taxes may apply)**

(Extra Material & Ancillary fees may apply)

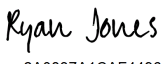
During the first 12 Months of the Agreement, Shred-it will not increase the above fees  
 Thereafter, fees will not increase by more than 7% Annually

**\*The offer will expire 10/26/2019**

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

#### Shred-it:

Contracting Entity: Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it")

Name: Ryan Jones  
 Title: Sales Executive  
 Date: Aug 2, 2019  
 Decided by:   
 Signature: 2A0837A1CAF4496...

#### Customer:

Customer/Company Name: City Of Berkeley  
 Name: Theodore Hoskins  
 Title:  
 Date:  
 Signature:

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions, which is an integral part of this Agreement.

## TERMS AND CONDITIONS

Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it") with offices at 28161 N. Keith Drive, Lake Forest, IL 60045 ("Shred-it"), and City Of Berkeley with offices at 8425 Airport Rd Berkeley MO 63134-1909, ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 29 day of July 2019 (the "Effective Date").

1. **Document Destruction Services.** Shred-it will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Shred-it. Shred-it will: (i) collect the CCM on a regularly scheduled and 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 place in any Equipment 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. Customer shall be liable for and shall indemnify, defend and hold harmless Shred-it and its affiliates from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees resulting from the placement of any prohibited materials in any Equipment. (vi) During the Term, Shred-it shall be the exclusive provider of the Services to Customer at all of its locations.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for 60 Months. This Agreement will automatically renew for successive terms of the same duration each, an "Extension Term", unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term". (b) Upon the expiration or termination of this Agreement, Customer shall pay Shred-it all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Shred-it, which may include a final pickup fee). (c) Shred-it shall have the right to retrieve its Equipment from Customer wherever located.

3. **Pricing.** Customer shall pay to Shred-it the service fees set forth on page 1 ("Service Fees") which will be fixed for the 12 Months of the Initial Term. Thereafter, Shred-it reserves the right, in its sole discretion, to increase the amount of each Service Fee from time to time. Shred-it will provide notice of any change in the Service Fees to Customer, which notice may be in the form of an invoice. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Shred-it standard list price.

4. **Payment Terms.** Customer shall pay in full each Shred-it invoice within 30 days of the date of such invoice. Any invoiced amounts not received by Shred-it within that timeframe will be subject to an interest charge of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Shred-it for all costs that it incurs in collecting overdue amounts from Customer. Shred-it may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Shred-it's net income). Shred-it will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Shred-it.

5. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at [www.shredit.com](http://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.

6. **Fuel, Energy, Environmental, Recycling Recovery and/or Other Surcharge.** Customer agrees that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental, metro, recycling recovery and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.

7. **Early Termination.** In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 8 Customer shall promptly pay Shred-it (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

8. **Default and Early Termination for Cause.** Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Shred-it or nonpayment by Customer of amounts rightfully owed to Shred-it or Customer's failure to comply with Shred-it policies related to the Services shall constitute a material breach.

9. **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 during the preceding twelve (12) month period prior to the alleged liability.

10. **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.

11. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

12. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

13. **Equipment.** Customer shall have the care, custody and control of any Equipment owned by Shred-it and placed at Customer's premises and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

14. **Brokers.** Shred-it reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Shred-it that it is acting for its own account and not through a broker or agent. Shred-it shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

15. **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). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) 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. (h) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights. (j) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.

This amendment ("Amendment") is effective 07/29/2019 (the "Amendment Effective Date") and amends that certain Shred-it Service Agreement effective as of 07/29/2019, between City Of Berkeley and Stericycle, Inc. (the "Agreement"); WHEREAS, the parties desire to amend the Agreement and to clarify certain provisions of the Agreement.

#### Service Address:

Customer/Company Name: Berkeley Fire Department  
Address 1: 8401 Airport Rd  
City / State: Berkeley MO  
Zip: 63141  
Phone: (314) 524-3313  
Fax:  
Email

#### Billing Information (if different to service address):

Billing Contact/Company Name: City Of Berkeley  
Address 1: 8425 Airport Rd  
City / State: Berkeley MO  
Zip: 63134-1909  
Phone: (314) 400-3756  
Fax: 314-264-2070  
Email: cityclerk@ci.berkeley.mo.us

Service Fees : Reference Attachment "Service Descriptions" for details							
Service Schedule: Yes		Service Type: On-Site		Service Frequency: Every 2 Weeks		Collection Type: Floor	
Minimum Containers (Shred-it provided)			Recurring Additional Containers (Shred-it provided)				
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
MediumTote(64G/240L)		1		1	\$12.60		
Minimum Charge (per service)		\$65.00	Total Units	1	Additional Container Charge (per service)		0
Other Service Fees - Charges based on services & quantities rendered							
Extra Material Pricing (not in Shred-it provided bins)							Unit Rate
Blue Bag							\$31.31
Large Box (> 1.7-3.0 cu.ft.) / (>48-85L)							\$17.73
Large Tote(96G/360L)							\$92.75
MediumTote(64G/240L)							\$61.45
Small Box (≤1.7 cu.ft. / ≤48L)							\$11.21
XL Box (oversized)							\$33.63
*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.							

Customer Service Agreement Notes:

**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. If Shred-it fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Shred-it in good and usable condition.

### Additional Fees (per service)

Minimum Charge \$65.00  
Fuel & Environmental Surcharge Capped At 8%  
Recycling Recovery Surcharge \$0.00

**Total Service Fees (Per Service) \* \$65.00**  
**(Additional Fees and applicable Taxes may apply)**

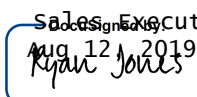
(Extra Material & Ancillary fees may apply)

During the first 12 Months of the Agreement, Shred-it will not increase the above fees  
Thereafter, fees will not increase by more than 7% Annually

**\*The offer will expire 10/26/2019**

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

#### Shred-it:

Contracting Entity: **Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it")**  
Name: **Ryan Jones**  
Title: **Sales Executive**  
Date: **Aug 12, 2019**  
Signature:   
2A0837A1CAF4496...

#### Customer:

Customer/Company Name: City Of Berkeley  
Name: **Theodore Hoskins**  
Title:  
Date:  
Signature:

**Note:** By signing below I acknowledge that I am Customer's authorized officer or agent and that I have the authority to bind Customer to this Amendment and amended agreement for revised pricing and terms of service. All other terms and conditions of the Shred-it Agreement not modified here shall remain in full force and effect.

## Certificate Of Completion

Envelope Id: C8475C85003E4FD1A068805505F0F25F

Status: Sent

Subject: Shredit Agreement For City Of Berkeley

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Ryan Jones

AutoNav: Enabled

ryan.jones@stericycle.com

Envelopeld Stamping: Disabled

IP Address: 13.108.238.8

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original

Holder: Ryan Jones

Location: DocuSign

8/12/2019 2:43:56 PM

ryan.jones@stericycle.com

## Signer Events

Ryan Jones

ryan.jones@stericycle.com

Sales Executive

Stericycle Inc. - Shred it

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
2A0837A1CAF4496...

Signature Adoption: Pre-selected Style

Using IP Address: 107.77.206.68

Signed using mobile

## Timestamp

Sent: 8/12/2019 2:43:57 PM

Viewed: 8/12/2019 2:44:05 PM

Signed: 8/12/2019 2:44:15 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Theodore Hoskins

cityclerk@ci.berkeley.mo.us

Security Level: Email, Account Authentication  
(None)

Sent: 8/12/2019 2:44:16 PM

## Electronic Record and Signature Disclosure:

Accepted: 7/30/2019 10:51:53 AM

ID: 540cdc88-319c-4b77-9085-d8d1d0f03ad4

## 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

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

8/12/2019 2:44:16 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.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **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](mailto: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](mailto: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](mailto: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](mailto: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:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- 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.



This amendment ("Amendment") is effective 07/29/2019 (the "Amendment Effective Date") and amends that certain Shred-it Service Agreement effective as of 07/29/2019, between City Of Berkeley and Stericycle, Inc. (the "Agreement"); WHEREAS, the parties desire to amend the Agreement and to clarify certain provisions of the Agreement.

#### Service Address:

Customer/Company Name: Berkeley Police Department  
Address 1: 8340 Frost Ave  
City / State: Berkeley MO  
Zip: 63134-1442  
Phone: 314-524-3311  
Fax:  
Email

#### Billing Information (if different to service address):

Billing Contact/Company Name: City Of Berkeley  
Address 1: 8425 Airport Rd  
City / State: Berkeley MO  
Zip: 63134-1909  
Phone: (314) 400-3756  
Fax: 314-264-2070  
Email: cityclerk@ci.berkeley.mo.us

Service Fees : Reference Attachment "Service Descriptions" for details							
Service Schedule: Yes		Service Type: On-Site		Service Frequency: Every 2 Weeks		Collection Type: Floor	
Minimum Containers (Shred-it provided)			Recurring Additional Containers (Shred-it provided)				
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
Container - Std		1		1	\$15.75		
Minimum Charge (per service)		\$65.00	Total Units	1	Additional Container Charge (per service)		0
Other Service Fees - Charges based on services & quantities rendered							
Extra Material Pricing (not in Shred-it provided bins)						Unit Rate	
Blue Bag						\$31.31	
Large Box (> 1.7-3.0 cu.ft.) / (>48-85L)						\$17.73	
Large Tote(96G/360L)						\$92.75	
MediumTote(64G/240L)						\$61.45	
Small Box (≤1.7 cu.ft. / ≤48L)						\$11.21	
XL Box (oversized)						\$33.63	
*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.							

Customer Service Agreement Notes:

**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. If Shred-it fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Shred-it in good and usable condition.

### Additional Fees (per service)

Minimum Charge \$65.00  
Fuel & Environmental Surcharge Capped At 8%  
Recycling Recovery Surcharge \$0.00

**Total Service Fees (Per Service) \* \$65.00**  
**(Additional Fees and applicable Taxes may apply)**

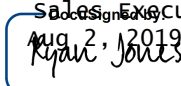
(Extra Material & Ancillary fees may apply)

During the first 12 Months of the Agreement, Shred-it will not increase the above fees  
Thereafter, fees will not increase by more than 7% Annually

**\*The offer will expire 10/26/2019**

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

#### Shred-it:

Contracting Entity: **Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it")**  
Name: **Ryan Jones**  
Title: **Sales Executive**  
Date: **Aug 2, 2019**  
Signature:   
2A0837A1CAF4496...

#### Customer:

Customer/Company Name: City Of Berkeley  
Name: **Theodore Hoskins**  
Title:  
Date:  
Signature:

**Note:** By signing below I acknowledge that I am Customer's authorized officer or agent and that I have the authority to bind Customer to this Amendment and amended agreement for revised pricing and terms of service. All other terms and conditions of the Shred-it Agreement not modified here shall remain in full force and effect.



## 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