

RESOLUTION 2011- 47

(7-29-11)

**RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY AND
LEGAL COMMITTEE AUTHORIZING A CONTRACT WITH SHRED-IT FOR
SHREDDING SERVICIES**

WHEREAS, the Village of Sturtevant needs certain documents shredded on a regular basis; and

WHEREAS, Shred-it offers professional cost effective shredding services.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That a contract with Shred-it of Wauwatosa, Wisconsin in the amount of \$40.00/month for three years for shredding services at the Sturtevant Village Hall, as described in exhibit A which is attached hereto and incorporated herein, is authorized and approved and the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.
2. That the funds for said contract and said project shall be taken from account # 101-51600-350.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 2nd day of August, 2011.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Cole, Village Clerk



CLIENT AUTOMATIC SERVICE AGREEMENT

Branch Address: Milwaukee- 077
 12100 West Wirth Street Suite 300
 Wauwatosa, WI 53222

Client Information

Ship To Location: (service location) **Multiple service locations** (check here and attach location list)
 Company Name: Sturtevant Police Dept. Tel: 262/886-7229 Fax: 262/886-7212
 Contact Name: Chief Sean Marschke Position: Police Chief Email: marschkes@sturtevant-wi.gov
 Address: 2801 89th Street Unit: _____ City: Sturtevant State: WI Zip: 53177

Sold To Location: Same as Ship to
 Company Name: _____ Tel: _____ Fax: _____
 Contact Name: _____ Position: _____ Email: _____
 Address: _____ Unit: _____ City: _____ State: _____ Zip: _____

Bill To Location: Same as Ship to **Tax Type:** Exempt (check here and attach exemption certificate)
 Same as Sold to
 Company Name: _____ Tel: _____ Fax: _____
 Contact Name: _____ Position: _____ Email: _____
 Address: _____ Unit: _____ City: _____ State: _____ Zip: _____
 Are invoices paid at this location? (payer): Yes No Same as: Ship to Sold to
 Payer (if different from above):
 Contact Name: _____ Tel: _____ Email: _____
 Address: _____ Unit: _____ City: _____ State: _____ Zip: _____

Automatic Service

| | | | | | | |
|-----------------------------|--|---------------------|---|-------------|--------------------------------|-------------|
| Security Consoles: | Type | Qty | Type | Qty | Type | Qty. |
| | <input checked="" type="checkbox"/> Standard Console | <u>1</u> | <input type="checkbox"/> Junior Console | _____ | <input type="checkbox"/> Other | _____ |
| Service Frequency: | Every: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 4 | weeks, or _____ /wk | | desc. _____ | | |
| Estimated Service Duration: | _____ | | | | | |

Service Fee

Billing Rate \$40.00 (1-2 consoles) minute console Minimum Charge \$40.00 per service plus fuel surcharge

Invoice Details

Invoice Type: Local Consolidated
 Payment Method:
 Check E.F.T (attach E.F.T information form) Visa MC AMEX Card Holder: _____
 Card #: _____ Exp. Date: _____

Agreed to by (Terms and Conditions on reverse):

Shred-it USA Inc. ("Shred-it")
 Signed [Signature]
 Print Name Tom Schrader
 Position T S P
 Date _____

Company Sturtevant Police Dept.
 Signed X
 Print Name X
 Position _____
 Date _____

TERMS AND CONDITIONS

1. Sole Terms. All services provided by Shred-it to Client are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto. No term or condition on Client's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing. All typographical and clerical errors are subject to correction.

2. Shred-it Services. Shred-it will provide the following services to Client:
 (a) Shred-it will provide all consoles and other related equipment on Client's premises for the collection and storage of all of Client's paper materials ("Materials"). The number of consoles will be determined by Shred-it after discussions with Client. Additional consoles may be added to this agreement and shall automatically become a part of and subject to the terms hereof.
 (b) Shred-it will: (i) collect the Materials on a regularly scheduled and mutually agreed basis and (ii) destroy the Materials using a mechanical shredding device (the "Document Destruction Process").
 (c) Within a reasonable time following completion of the Document Destruction Process, Shred-it will provide Client with a Certificate of Destruction.
 (d) An authorized representative of Client may, at any time, inspect the Document Destruction Process.
 (e) Shred-it will recycle or otherwise dispose of the Material.

3. Consoles and Equipment. Consoles and any other equipment provided to Client by Shred-it is the property of Shred-it. Client will not file any lien, nor allow to be filed any lien, against any such equipment and consoles. Client will keep all consoles and equipment in good working order, normal wear and tear excepted. For any consoles or equipment which are moved, damaged, stolen or lost while at Client's location, Client shall (a) pay the following replacement charges: \$100.00 per console; and (b) indemnify and hold harmless Shred-it and its affiliates and agents for any damages related to such consoles or equipment, and for any Materials which may have been located in such consoles and equipment.

4. Service Fee. Client will pay a "Service Fee" to Shred-it equal to the greater of (each as set forth on the cover page): (a) the Minimum Charge, or (b) the Billing Rate per minute or per container. Notwithstanding anything to the contrary, Client shall pay (i) any amount required by Shred-it, at Shred-it's sole option, if Client requests that Shred-it come to Client's location, and Shred-it agrees to do so, for any reason other than the scheduled shredding or (ii) the Minimum Charge if after Shred-it has arrived at Client's location on the scheduled shredding date and time, Client's offices are closed or Client declines shredding services without prior notification to Shred-it.

5. Payment Terms. Client agrees to pay the Service Fee and all other amounts due within 30-days of the date of the invoice. Any payments not received by Shred-it on the due date 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. The amount of any and all applicable taxes shall be added to the price and paid by Client unless Client has provided Shred-it with exemption certificates acceptable to the taxing authorities.

6. Adjustment of Fees. The Service Fee is fixed for the first year of the Initial Term. In both the second year and third year of the Initial Term and upon subsequent automatic renewal terms, in its sole discretion, Shred-it reserves the right to increase the amount of the Service Fee from time to time (either the minimum charge and/or per minute fee) up to a maximum of 7% per year, exclusive of any applicable taxes and surcharges.

7. Fuel, Environmental or Other Surcharge. Client agrees and acknowledges that (a) Shred-it may, without notice, at any time and from time to time, impose and adjust a fuel, environmental or other surcharge of any amount for any duration, all in its sole discretion; (b) any surcharge imposed is not subject to any cap or maximum including, but not limited to, the 7% Service Fee adjustment and cap described in Paragraph 6; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.

8. Term of Agreement. The Agreement will remain in force for 3 years ("Initial Term"). Unless a new agreement is signed by both parties, this Agreement will automatically renew (each a "Renewal Term") for additional one-year terms unless terminated by either party, by written notice, at least 30-days prior to the expiration of either the Initial Term or any Renewal Term. On termination by either party, Client will immediately pay Shred-it all outstanding balances for services performed by Shred-it prior to termination of the Agreement and upon the termination date, Shred-it shall have the right to retrieve its consoles and equipment from Client, wherever located.

9. Early Termination. In the event Client terminates this Agreement without cause, prior to the completion of the Initial Term or any Renewal Term and upon 60-days written notice to Shred-it, Shred-it shall have the right to immediately retrieve its consoles and equipment from Client, wherever located and Client must immediately pay Shred-it (a) all unpaid invoices and interest thereon as provided in Paragraph 5;

(b) any attorney's fees and collection costs as provided in Paragraph 15; (c) the Service Fees due for the remaining term of the Agreement; and (d) a removal fee of \$50.00 per console. Such Service Fees for early termination shall be calculated based on the average Service Fee incurred by Client for all prior months of the Agreement multiplied by the months remaining in the Initial Term or Renewal Term.
10. Default and Termination for Cause. Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30-days following receipt of notice of such breach. Notwithstanding anything to the contrary, in the event that Client fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Shred-it may immediately cancel this Agreement in its entirety, retrieve its consoles and equipment from Client, wherever located, and Client shall be immediately liable for all amounts identified in Paragraph 9 for Early Termination, all without any Shred-it liability whatsoever to Client.

11. Excused Performance. In the event Shred-it is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of Shred-it, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

12. Limitation of Liability. Shred-it is not liable for (a) any loss or damage whatsoever relating to the Material or its destruction by Shred-it or (b) for the repair, replacement or restoration of any destroyed Material. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Client is limited to the amount of the Service Fees received by Shred-it from Client during the last year of the term of this Agreement. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.

13. Setoff. Client will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Client, its parent, affiliates, subsidiaries or other divisions or units.

14. Prohibited Acts. Client shall not: (a) store in any console any Materials considered to be highly flammable, explosive, toxic, biohazard, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) assign this Agreement to any other party without the prior written consent of Shred-it, which may be withheld in Shred-it's sole discretion.

15. Indemnification; Attorney's Fees and Collection Costs. Client shall indemnify Shred-it for all costs and damages suffered by Shred-it as a result of Client's actual or threatened breach of this agreement. In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.

16. Miscellaneous. This Agreement and any addenda attached hereto and agreed to by the parties in writing, is the entire agreement between the parties, and supersedes any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York, excluding its choice of law provisions. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the Client at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section.

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EMAIL FORM

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INITIALS