

CITY COUNCIL  
Mayor Bill Stankiewicz  
Reginald Jackson, Post 1  
Marichal Price, Post 2  
Mandy Neese, Post 3  
Mark Ayers, Post 4  
Toni Striblin, Post 5

# City of Hogansville



David Milliron, City Manager  
Lisa Kelly, City Clerk  
Jeff Todd, City Attorney

400 E Main St  
Hogansville GA 30230-1196  
706-637-8629 | cityofhogansville.org

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## COUNCIL ACTION FORM

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**MEETING DATE:** March 16, 2020      **SUBMITTED BY:** Lynne Miller

**AGENDA TITLE:** Paper Shred Event

**CLASSIFICATION** (City Attorney must approve all ordinances, resolutions and contracts as to form)

- |   |                                     |   |   |
|---|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. _____)  | <input type="checkbox"/> Contract   | <input type="checkbox"/> Information Only             | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. _____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other          |

**BACKGROUND** (Includes description, background, and justification)

Saturday, May 2, 2020, a paper shredding event can take place in the parking lot across from City Hall. A Shred-It truck would be parked there, from 10 am to 1 pm, to shred papers from Hogansville residents and businesses on-site. The City has conducted this annual event since 2018.

Citizens would not be charged for their first 5 bankers boxes (or equivalent) of papers; after that, the City would charge \$5 per box to help recoup the Shred-It fee.

**BUDGETING & FINANCIAL IMPACT** (Includes project costs and funding sources)

The Shred-It cost would be \$600 (\$200 per hour for 3 hours). The \$600 would be paid from Account 1540-511 (Other Professional Services) which has sufficient funds.

**STAFF RECOMMENDATION** (Include possible options for consideration)

Authorize \$600 for a May 2, 2020 Paper Shred Event with Shred-It.

**Purge Service Agreement**  
**Effective Date 03/03/2020**

**Service Address:**

Customer/Company Name: CITY OF HOGANSVILLE  
 Street Address: 400 E Main St  
 City / State: Hogansville GA  
 Zip: 30230-1136  
 Phone: 706-637-8629  
 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:	On-Site	Service Frequency:	Purge	Collection Type:	Floor
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		
Shred Event - Hour (Per Truck)		3	3	\$200.00	\$600.00		
Blue Bag				\$22.50			
Large Box (> 1.7-3.0 cu.ft.) / (>48-85L)				\$8.00			
Small Box (≤1.7 cu.ft. / ≤48L)				\$6.00			
XL Box (oversized)				\$22.50			
<b>Minimum Charge (per service)</b>	<b>\$600.00</b>	<b>Total Units</b>	<b>3</b>	<b>Additional Container Charge (per service)</b>	<b>\$600.00</b>		
Other Service Fees - Charges based on services & quantities rendered							
Item				Unit Rate			
<i>*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.</i>							

Customer Service Agreement Notes: Shred Event May 2nd 10am-1pm  
 Park behind PNC bank- 111 High Street

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.**

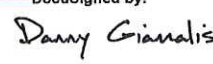
**Additional Fees (per service)**

Minimum Charge \$600.00  
 Fuel & Environmental Surcharge Per Monthly Index  
 Recycling Recovery Surcharge Per Monthly Index  
 IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

**Total Service Fees (Per Service) \* \$600.00**  
**(Plus Additional Fees and applicable Taxes may apply)**  
 (Ancillary fees may apply)

\*The offer will expire 04/02/2020

**Shred-it:**

Contracting Entity: **Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it")**  
 Name: Danny Giamalis  
 Title: ISE  
 Date: Mar 3, 2020  
 DocuSigned by:  
  
 Signature: CA8D75221C8244F...

**Customer:**

Customer/Company Name: CITY OF HOGANSVILLE  
 Name: Lynne Miller  
 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](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.
5. **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.
6. **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.
7. **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.
8. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.
9. **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.



The City of Hogansville and Shred-It are sponsoring a

## Paper Shredding Event

**Saturday, May 2, 2020 | 10 am to 1 pm**

East Main Street – In parking lot across from City Hall

Safely and securely shred confidential documents onsite!

First 5 Bankers Boxes are Free for Hogansville Residents & Businesses

(\$5 for each additional box)

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City of Hogansville, 400 East Main St, Hogansville GA 30230 – 706-637-8629