

STATE OF TEXAS

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COUNTY OF FORT BEND

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AMENDMENT TO AGREEMENT FOR SHREDDING SERVICES

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Shred-it USA LLC, ("Shred-it"), a subsidiary and/or affiliate of Stericycle, Inc., a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement for Shredding Services on or March 23, 2021, (the "Agreement"), attached hereto as Exhibit "2" and incorporated herein for all purposes. County and Shred-it desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** Shred-it shall continue to provide Services to County as described in the Agreement.
2. **Term.** This Agreement shall renew and is effective as of April 1, 2022 and shall expire no later than March 31, 2023, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** Shred-it clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$100,000.00, specifically allocated to fully discharge any and all liabilities County may incur. Shred-it does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Shred-it may become entitled to and the total maximum sum that County may become liable to pay to Shred-it shall not under any conditions, circumstances, or interpretations thereof exceed \$100,000.00.
4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
6. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

SHRED-IT, USA, LLC

KP George, County Judge

Authorized Agent - Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit 2: Agreement for Shredding Services, previously executed by the parties on or about March 23, 2021

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EXHIBIT 2

STATE OF TEXAS

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COUNTY OF FORT BEND

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AMENDMENT TO AGREEMENT FOR SHREDDING SERVICES

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Shred-it USA LLC, ("Shred-it"), a subsidiary and/or affiliate of Stericycle, Inc., a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement for Shredding Services on or March 24, 2020, (the "Agreement"), attached hereto as Exhibit "1" and incorporated herein for all purposes. County and Shred-it desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** Shred-it shall continue to provide Services to County as described in the Agreement.
2. **Term.** This Agreement shall renew and is effective as of April 1, 2021 and shall expire no later than March 31, 2022, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** Shred-it clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$100,000.00, specifically allocated to fully discharge any and all liabilities County may incur. Shred-it does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Shred-it may become entitled to and the total maximum sum that County may become liable to pay to Shred-it shall not under any conditions, circumstances, or interpretations thereof exceed \$100,000.00.
4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
6. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George

County Judge KP George

KP George, County Judge

3-23-2021

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk

SHRED-IT, USA, LLC

Andrew J Allu Jr

Authorized Agent - Signature

Andrew J Allu Jr

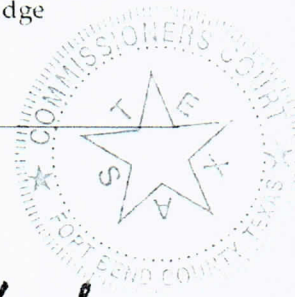
Authorized Agent- Printed Name

NATIONAL Account MANAGER

Title

March 4, 2021

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 100,000.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit 1: Agreement for Shredding Services, previously executed by the parties on or about March 24, 2020

EXHIBIT 1

AMENDMENT TO AGREEMENT FOR SHREDDING SERVICES

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic, and Shred-it USA LLC, ("Shred-it"), a subsidiary and/or affiliate of Stericycle, Inc., hereinafter collectively referred to as "Parties."

WHEREAS, the parties to this Amendment previously entered into the Customer Service Agreement for Shredding Services ("Agreement"), on December 12, 2017. A copy of the Agreement is attached hereto as "Exhibit A," and incorporated by reference;

WHEREAS, the NJPA Contract No. 020613-SIU has expired and is no longer valid; and

WHEREAS, Shred-it executed a contract with Cobb County Board of Commissioners wherein Shred-it agreed to enter into the U.S. Communities Government Purchasing Alliance Contract 18-6320 for document and media destruction services, attached hereto as "Exhibit B," and incorporated by reference; and

WHEREAS, U.S. Communities is now a wholly-owned subsidiary of OMNIA Partners, Public Sector and County continues to have access to all contracts within the U.S. Communities portfolio; and

WHEREAS, County desires to continue using Shred-it's services using the OMNIA Partners, Public Sector cooperative purchasing organization with the incorporation of the terms of the U.S. Communities Contract 18-6320, subject to the changes herein.

NOW, THEREFORE, the Parties do mutually agree to the following changes which are incorporated as if a part of the original Agreement:

1. Scope of Services.

- 1.1. Shred-it shall render Services to County as defined in the Shred-it Customer Service Agreement ("Exhibit A"), subject to the terms of the Omnia Partners (formerly U.S. Communities) Contract 18-6320 ("Exhibit B").

2. Compensation and Payment.

- 2.1. Shred-it's fees shall be calculated at the rates set forth in the attached "Exhibit A". The Maximum Compensation for the performance of Services within the Scope of Services described herein is eighty thousand dollars and 00/100 (\$80,000.00). In no case shall the amount paid by County under this Agreement or the rates for Services as described in "Exhibit A" exceed the Maximum Compensation without an approved change order.
- 2.2. All performance of the Scope of Services by Shred-it including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- 2.3. County will pay Shred-it based on the following procedures:
- (a) Upon completion of the tasks identified in the Scope of Services, Shred-it shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County to the following addresses:

Fort Bend County Auditor

c/o Accounts Payable

301 Jackson, Suite 701, Richmond, Texas 77469

Email: auditor@fortbendcountytexas.gov

Fax: 281-341-3774

With a Copy to:

Fort Bend County Judge

401 Jackson St., 1st Floor,

Richmond, Texas 77469

Fax: 281-341-8609

- (b) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by Shred-it, County shall notify Shred-it no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE.
3. **Term.**
- 3.1. The Term of this Agreement shall commence on April 1, 2020 ("Effective Date") and terminate on March 31, 2021 ("Termination Date"). This Agreement shall not automatically renew, and may only be renewed by signed agreement of both parties.
4. **Limit of Appropriation.** Shred-it clearly understands and agrees, such understanding and agreement being of the absolute essence of the Agreement, that County shall have available the total maximum sum of eighty thousand dollars and 00/100 (\$80,000.00), specifically allocated to fully discharge any and all liabilities County may incur. Shred-it does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total maximum compensation that Shred-it may become entitled to and the total maximum sum that County may become liable to pay to Shred-it shall not under any conditions, circumstances, or interpretations thereof exceed eighty thousand dollars and 00/100 (\$80,000.00)).
5. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by the County under the Agreement, the County shall notify all necessary parties that the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County.
6. **Modifications.** The Parties may not amend or waive the Agreement, except by a written agreement executed by both Parties.
7. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
8. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't. Code Ann. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

9. **Indemnity.** The Parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Shred-it for any reason are hereby deleted.
SHRED-IT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF SHRED-IT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THE AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SHRED-IT OR ANY OF SHRED-IT'S AGENTS, SERVANTS OR EMPLOYEES.
10. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
11. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
12. **Governing Law.**
 - 12.1. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
 - 12.2. As required by Chapter 2270, Government Code, by signature below, Shred-it hereby verifies that if Shred-it employs ten (10) or more full-time employees and the Agreement has a value of \$100,000 or more, Shred-it does not boycott Israel and will not boycott Israel through the term of the Agreement.
 - 12.3. By signature below, Shred-it represents pursuant to Section 2252.152 of the Texas Government Code, that Shred-it is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
13. **Understanding, Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
14. **Human Trafficking.** By acceptance of this Agreement, Shred-it acknowledges that the County is opposed to human trafficking and that no county funds will be used in support of services or activities that violate human trafficking laws.
15. **Conflict.**
 - 15.1. All terms and conditions of the Agreement, including any addenda and amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail with regard to the conflict.

{EXECUTION PAGE FOLLOWS}

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

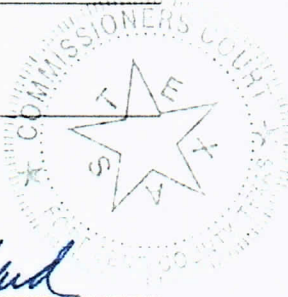
FORT BEND COUNTY

3-24-2020
 KP, County Judge

3-24-2020
 Date

ATTEST:

Laura Richard
 Laura Richard, County Clerk

**SHRED-IT USA, LLC**

Christopher Gill
 Authorized Agent - Signature

Christopher Gill
 Authorized Agent - Printed Name

Account Manager
 Title

3/16/2020
 Date

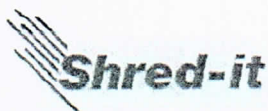
AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 80,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
 Robert Ed Sturdivant, County Auditor

Attachments: Exhibit A: Customer Service Agreement
 Exhibit B: US Communities Contract 18-6320

Exhibit A



Branch Address: 10801 Kempwood Dr. Ste 4 Houston, TX
77043

CUSTOMER SERVICE AGREEMENT REGULAR SERVICE

Client Information

Sold To Location:

Company Name: Fort Bend County Tel: 218 341 8641 Fax: _____
 Address: 301 Jackson St Unit: 201
 City: Richmond State: TX Zip: 77469

Regular Service

Collection "C" or Dock Stop "D" Service	Description	Container Type	Service Type	Service Frequency	Quantity	Unit Price
C	Document Destruction Service	Standard console	Onsite	Every 2 Weeks	1	\$11.00
C	Document Destruction Service	64-gallon tote	Onsite	Every 2 Weeks	1	\$11.00
C	Document Destruction Service	95-gallon tote	Onsite	Every 2 Weeks	1	\$11.00

Minimum Charge: \$40.00 per stop Includes: NJPA Contract # 020613-SIU

Service commences at installation.

Extra Material Rate(s)

Bankers Box: \$9.00 Binder Box: \$9.00 File Drawer: \$14.00 Blue Bag: \$25.00 Hard Drive: ☐ Small or ☐ Large: \$____ Media: ☐ Small or ☐ Large: \$____ Other: _____ Media Type: _____ Notes: _____

NJPA Contract # 020613-SIU

Shred-it guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the local Shred-it General Manager. If Shred-it then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to Shred-it in good and usable condition.

I have read and agree to the Terms and Conditions on reverse:

Shred-it USA LLC. ("Shred-it")

Company: _____

Signed: Michael Sanders

Signed (Authorized Signature): _____

Print Name: Mike Sanders

Print Name: _____

Position: Sales Executive

Position: _____

Date: 12-11-17

Date: _____

Terms & Conditions of Shred-it Customer Service Agreement

Shred-it USA LLC ("Shred-it"), its successors and assigns, and Customer, and its successors and assigns, hereby agree to the following:

- Sole Terms.** All services provided by Shred-it to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto, and the then-current Schedule of Ancillary Charges at www.shred-it.com ("Schedule"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing, provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.
- Shred-it Services.** Shred-it will be the exclusive provider of the following services to Customer at all of its locations:
 - Shred-it will provide all containers and other related equipment on Customer's premises for the collection and storage of all of Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM"). The number of containers will be determined by Shred-it in its discretion after discussions with Customer. Subject to the Schedule, additional containers may be added to this Agreement and shall automatically become a part of and subject to the terms hereof.
 - 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").
 - Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
 - An authorized representative of Customer may, at any time, inspect the Destruction Process.
 - Shred-it will recycle or otherwise dispose of the CCM.
- Mass Destruction Services.** At any time during the term of this Agreement and during any Renewal Term, Customer may request that Shred-it perform mass destruction services ("Purge") on a single transaction basis. Both Parties shall execute a Statement of Work setting forth the fees for the Purge and the particulars of the service. Unless otherwise specified in the Statement of Work, the Purge shall be provided in accordance with the terms and conditions set forth in this Agreement. The Statement of Work will be an Addendum to this Agreement and will constitute a part of it.
- Containers & Equipment.** Containers and any other equipment ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which is moved, damaged, stolen or lost while at Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.
- Service Fee.** Customer will pay the "Service Fee" to Shred-it set forth on the cover page. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if the Customer's offices are closed during a scheduled service. The Service Fee is fixed for the first year of the Initial Term. In subsequent years of the Initial Term and upon subsequent automatic renewal terms, in its sole discretion, Shred-it reserves the right to increase the amount of each Service Fee from time to time. Shred-it will provide notice of any change in the Service Fee to Customer, which notice may be in the form of an invoice. Customer may reject any changes to the Service Fee within 30 days of receiving notice from Shred-it, provided, however, that upon such rejection by Customer, Shred-it may, at its sole option, immediately terminate this Agreement without penalty to Shred-it or Customer. Any rejection by Customer to such changes to the Service Fee after 30 days of receiving notice from Shred-it may, at Shred-it's option, be considered a termination without cause under Paragraph 10.
- Payment Terms.** Customer 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 Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.
- Ancillary Charges.** Customer agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
- Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion; (b) not all such surcharges may be in the form of an invoice, and (c) any surcharge may, from time to time, result in additional profit for Shred-it.
- Term of the Agreement.** This Agreement will remain in force for ~~sixty (60) months~~ 12 months ("Initial Term"). Unless a new agreement is signed by both parties, this Agreement will automatically renew (each a "Renewal Term") for additional terms of the same duration 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, Customer will immediately pay Shred-it all outstanding balances for services performed by Shred-it prior to termination of the Agreement (along with all other money due to Shred-it), and upon the termination date, Shred-it shall have the right to retrieve its Equipment from Customer, wherever located.
- Early Termination.** In the event Customer terminates this Agreement without cause prior to the completion of the Initial Term or any Renewal Term, Customer must immediately pay Shred-it (a) all unpaid invoices and interest thereon as provided in Paragraph 6, (b) an amount equal to 50% of the Service Fees due for the remaining term of the Agreement; and (c) a removal fee per Equipment pursuant to the Schedule. Such Service Fees for early termination shall be calculated based on the average Service Fee charged to Customer for all prior months of the Agreement multiplied by the months remaining in the Initial Term or Renewal Term (as applicable).
- Default & Early 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 written notice of such breach. Notwithstanding anything to the contrary, in the event that Customer 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 Equipment from Customer, wherever located, and Customer shall be immediately liable for all amounts identified in Paragraph 10 for Early Termination, all without any liability to Shred-it and without Customer asserting any setoffs or offsets.
- Excused Performance.** In the event either party 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 such party, or by reason of the other party or its agents, 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.
- Prohibited Acts/Compliance With Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.
- Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any CCM or other property of Customer. 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 twelve month period prior to the alleged liability or breach by Shred-it. In the case of a Purge, Shred-it's liability, if any, arising from the provision of a Purge, is limited to the amount of the fees received by Shred-it for the Purge. 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.
- Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM). 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.
- Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersede any and all prior agreements and arrangements, whether oral or written, between the parties. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be 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. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located at the closest AAA office. 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, including without limitation Paragraphs 6, 9-11 and 14-16. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested," to the Customer 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. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider.

Exhibit B

CONTRACT AMENDMENT # 1
Sealed Bid # 18-6320

Date of Amendment: June 4, 2018

Owner: Cobb County Board of Commissioners, Cobb County, Georgia
Contractor: Stericycle, Inc., its Subsidiaries and its Affiliates

Project: Bid # 18-6320, Document and Media Destruction Services

Current Contract Term: May 15, 2017 to May 14, 2020

This action amends the current contract dated May 29, 2018 for Sealed Bid #18-6320. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

Contract Term Correction

This amendment serves as confirmation that Cobb County Government has revised the current contract term. The current contract term will be May 15, 2018 to May 14, 2021.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street

Signed: Joe Tommie

Title: Purchasing Director

Date: 6/6/2018

CONTRACTOR

Stericycle, Inc., its Subsidiaries and its Affiliates
Houston, Texas 77095

Signed: Ann Nickolas

Title: VP, National Accounts

Date: 6/5/18

Reference No. 17655

Scanned Date: _____

Page | 1

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30060

Contractor: Stericycle, Inc., its Subsidiaries and Affiliates
28161 N. Keith Drive
Lake Forest, IL 60045

Description: **DOCUMENT AND MEDIA DESTRUCTION SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # 18-6320 ("the RFP") and the Contractor's Proposal submitted February 8, 2018 which is incorporated herein by reference. Contractor understands and agrees that insurance required in the Request for Proposals are to be kept current at all times through the length of each term and for ninety (90) days following the completion of each term. Insurance must be renewed and presented to the Owner at the time of each renewal term if Owner chooses to renew. Insurance shall be written by a firm acceptable to the Owner as specified in the Request for Proposals.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE: Contractor agrees to enter into the U.S. Communities Administration Agreement that is included in the RFP ("Administration Agreement"). Any Public Agency, as defined in the Administration Agreement, may purchase Products and Services at the prices indicated in the Contractor's Proposal upon prior registration with U.S. Communities, and in accordance with the terms of the Administration Agreement.

Terms: May 15, 2017 to May 14, 2020 with full renewal option per the Request for Proposals. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this agreement. Contracts executed with public entities in the state of Georgia shall be in compliance with multi-year contract provisions of O.C.G.A. Section 36-60-13. The products and services which are subject to this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Master Agreement.

Price: Prices for services, equipment and delivery charges, if applicable, as stated in the Contractor's proposal.

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements.

{SIGNATURES ON NEXT PAGE}

IN WITNESS WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written



Cobb County...Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30060

Michael H. Boyce

Michael H. Boyce, Chairman
Cobb County Board of
Commissioners

5/29/18



Stericycle, Inc., its Subsidiaries and
its Affiliates
Houston, Texas 77095

Ann Nichols
Authorized Signature

VP, National Accts.
Title

5/21/18
Date

Approved as to form

May Gentry
County Attorney's Office

5/17/18
Date

FEDERAL TAX ID NUMBER

363640402

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

5/8/18