

NOV 08 2021

Approved

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

**SUBMITTED BY:** Ralph McBroom  
**TODAY'S DATE:** November 2, 2021

**DEPARTMENT:** Purchasing

**SIGNATURE OF DEPARTMENT HEAD:**

**REQUESTED AGENDA DATE:** November 8, 2021

**SPECIFIC AGENDA WORDING:** Consideration and approval of Johnson County Master Agreement and Johnson County Contract Terms and Addendum with Stericycle Inc. for on-site shredding at the Johnson County Courthouse and the Guinn Justice Center.

**PERSON(S) TO PRESENT ITEM:** Ralph McBroom C.P.M.

**SUPPORT MATERIAL:** (See attached)

<b>TIME:</b> 5 min	<b>ACTION ITEM:</b> X
(Anticipated number of minutes needed to discuss item)	<b>WORKSHOP</b>
	<b>CONSENT:</b>
	<b>EXECUTIVE:</b>

**STAFF NOTICE:**

<b>COUNTY ATTORNEY:</b> X	<b>IT DEPARTMENT:</b>
<b>AUDITOR:</b>	<b>PURCHASING DEPARTMENT:</b>
<b>PERSONNEL:</b>	<b>PUBLIC WORKS:</b>
<b>BUDGET COORDINATOR:</b>	<b>OTHER:</b>

\*\*\*\*\*This Section to be completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_



**Standard Agreement**  
**Effective Date 11.03.2021 between Stericycle, Inc and Johnson County MSA located at 2 North Main Street, Cleburne, Texas, 76033**

**Contract Entities: (Sold to) :**

Customer/Company Name: Johnson County MSA  
 Address 1: 2 North Main Street  
 Address 2:  
 City / State / Zip: Cleburne, Texas, 76033  
 Phone: 817-556-6382  
 Email: kshaw@johnsoncountytexas.org  
 Contact: Kristi Shaw  
 Title:

**Billing Information**

Billing Contact/Company Name: Johnson County MSA  
 Address 1: 2 North Main Street  
 Address 2:  
 City / State / Zip: Cleburne, Texas, 76033  
 Phone: 817-556-6382  
 Email: kshaw@johnsoncountytexas.org  
 Contact: Kristi Shaw  
 Title:

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: Johnson County MSA  Address: 2 North Main Street, Cleburne, Texas, United States, 76033	REGULAR SERVICE   ON-SITE (PAPER)	Every 4 Weeks	1 Each	\$ 70.00 minimum per pickup	N/A	API: 5%  Months Until First Price Increase: 12	Nov 02, 2026	Metro Surcharge: \$ 0 Per Stop  Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
Account Name: Johnson County MSA  Address: 2 North Main Street, Cleburne, Texas, United States, 76033	CONSOLE (STANDARD)	Every 4 Weeks	1 Each	\$ 20 per container	N/A	API: 5%  Months Until First Price Increase: 12	Nov 02, 2026	Metro Surcharge: \$ 0 Per Stop  Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

**Contract Effective Date:** 11.03.2021

**GPO:** NONE

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Service Guarantee: Stericycle 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 Stericycle by written notice to the Account Care department at the address listed below. If Stericycle 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 Stericycle in good and usable condition

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

The offer will expire 11.02.2026

**Stericycle:**

Contracting Entity: **Stericycle Inc.**  
Name: Analissa Oliphant  
Title: Sales Executive  
Date: Nov 9, 2021 | 2:57 PM EST

DocuSigned by:

*Analissa Oliphant*

49F915BD8A3E4D8...

Signature:

**Customer:**

Customer/Company:  
Name: Judge Roger Harmon  
Title: County Judge  
Date: Nov 9, 2021 | 1:54 PM CST

DocuSigned by:

*Judge Roger Harmon*

712D0767E5784DA...

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 and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

Stericycle, Inc. 2355 Waukegan Road, Bannockburn, IL 60045 P (866) 783-7422. F (866) 783-7432

## TERMS AND CONDITIONS

### 1. Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and Johnson County MSA with offices at 2 North Main Street, Cleburne, Texas, United States, 76033 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 11/03/2021 (the Effective Date).

### 2. Services

Stericycle 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 Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the Destruction Process), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. 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 (Prohibited Materials). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

### 3. Terms of this Agreement; Renewal

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 on a month to month basis (Extension Term), until either party gives the other party 30 days' prior written notice 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 Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment from Customer wherever located.

### 4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively Service Fees). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle 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. 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 Stericycle's discretion.

### 5. Payment Terms; Billing

Customer shall pay in full each Stericycle invoice within Net 30 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month on the past due balance (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees 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 Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle.

### 6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle (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.

### 7. Default & 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 five (35) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

### 8. Limitation of Liability; Disclaimer of Warranties

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. Stericycle'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 Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

### 9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the acts and omissions, negligent or otherwise, of Stericycle, its employees and/or agents, in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the acts and omissions, negligent or otherwise, of Customer, its employees and/or agents, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment. Notwithstanding anything to the contrary hereunder, Stericycle agrees that it has no rights of any kind to the project for which Customer is engaging Stericycle's services hereunder and, accordingly, in no event shall Stericycle be entitled to injunctive relief to enjoin, restrain or interfere with the exploitation and/or promotion in any manner of such project.

### 10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee of \$ PLEASE ADD AMOUNT HERE for failure to return Compliance Materials.

### 11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle 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 Stericycle 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 Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

### 12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

### 13. 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.

#### **14. Equipment**

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) 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. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

#### **15. Exclusivity**

Except as set forth in the GPO Agreement, during the Term Stericycle shall be the exclusive provider of the Services to Customer at all of its locations.

#### **16. Brokers**

Stericycle 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 Stericycle that it is acting for its own account and not through a broker or agent. Stericycle 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.

#### **17. Entire Agreement; Purchase Orders**

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. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

#### **18. Amendment and Waiver; Saving Clause; Survival**

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

#### **19. Assignment**

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 to any unaffiliated entity of Customer without the prior written consent of Stericycle.

#### **20. Independent Contractor**

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

#### **21. Notices; Counterparts**

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

**Attachments**

**Attachment: Service Compliance**

REGULAR SERVICE | ON-SITE (PAPER)

CONSOLE (STANDARD)

## Certificate Of Completion

Envelope Id: E31E596715074FC68ED3BC80806A0108  
 Subject: Documents for your DocuSign Signature  
 Source Envelope:  
 Document Pages: 5  
 Certificate Pages: 2  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Analissa Oliphant  
 2355 Waukegan Road  
 Bannockburn, IL 60062  
 analissa.oliphant@stericycle.com  
 IP Address: 13.110.74.8

## Record Tracking

Status: Original  
 11/3/2021 11:19:14 AM

Holder: Analissa Oliphant  
 analissa.oliphant@stericycle.com

Location: DocuSign

## Signer Events

Judge Roger Harmon  
 paular@johnsoncountytexas.org  
 County Judge  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 712D0767E5784DA...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 66.143.87.210

## Timestamp

Sent: 11/3/2021 11:19:16 AM  
 Resent: 11/3/2021 11:28:15 AM  
 Viewed: 11/5/2021 10:30:55 AM  
 Signed: 11/9/2021 1:54:29 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Analissa Oliphant  
 analissa.oliphant@stericycle.com  
 Sales Executive  
 Stericycle Inc. - Shred it  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 49F915BDBA3E4D8...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 47.184.19.176  
 Signed using mobile

Sent: 11/9/2021 1:54:33 PM  
 Viewed: 11/9/2021 1:57:24 PM  
 Signed: 11/9/2021 1:57:53 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

## 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

Jim Simpson  
 jims@johnsoncountytexas.org  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 11/9/2021 1:57:54 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Carbon Copy Events**

Tannah Malott  
tmalott@johnsoncountytexas.org  
Security Level: Email, Account Authentication  
(None)

**Status****COPIED****Timestamp**

Sent: 11/9/2021 1:57:54 PM

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	11/3/2021 11:19:17 AM
Certified Delivered	Security Checked	11/9/2021 1:57:24 PM
Signing Complete	Security Checked	11/9/2021 1:57:53 PM
Completed	Security Checked	11/9/2021 1:57:54 PM

**Payment Events****Status****Timestamps**



**JOHNSON COUNTY CONTRACT TERMS**  
**ADDENDUM – STERICYCLE, INC. d.b.a. SHRED-IT**

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**The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:**

**1.1**

This **Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as “**COUNTY**” and referred to as “**CUSTOMER**” in certain documents) and **STERICYCLE, INC** also known as **STERICYCLE or SHRED-IT**. The term “**COMPANY**” or “**CONTRACTOR**” may be used herein to refer to **STERICYCLE, INC.**

**Johnson County, Stericycle** or both, as may be applicable, may be collectively identified as the “**Parties**” or each individually a “**Party**”). This Addendum is part of the Agreement with **Stericycle** and is intended to modify (as set forth in this Addendum) all documents, including any put forth by **Stericycle**. **This Addendum modifies the *Service Agreement* and any other document proffered to Johnson County by Stericycle** or their agents and other documents defining the Agreement between **Johnson County, Texas and Stericycle**.

**1.2**

**Johnson County, Texas**, a political subdivision of the State of Texas is the contacting entity contracting with **Stericycle**, regardless of the names such as “Johnson County MSA” or similar that may appear in documents put forth by **Stericycle** in the Service Agreement or other documents.

**2.1**

This Agreement will be governed by and construed according to the laws of the **State of Texas**. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

**2.2**

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

**2.3**

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31<sup>st</sup> day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that COMPANY might lawfully seek to claim as confidential, then County will forward the request to COMPANY. It shall be the obligation of COMPANY to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with COMPANY in making such submission to the Texas Attorney General's Office. **COMPANY acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services provided under the Agreement shall be provided in accordance with all applicable

Section 808.001, effective September 1, 2017. COMPANY further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.4

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

7.5

Notwithstanding any other provision in this Addendum or the associated documents, to the extent COMPANY is being contracted to provide information technology and services or to maintain and make available information for use by Johnson County and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

7.6

At any time following the expiration of 180 DAYS from the execution of the contract, COUNTY may terminate the contract at its discretion, without penalty of any kind, by giving COMPANY 90 days written notice of such termination.

8.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY COMPANY IS HEREBY DELETED.*

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:



Roger Harmon  
As Johnson County Judge

11-8-21  
Date