

# CITY CLERK ORIGINAL

## SERVICE AGREEMENT



GLENDALE CITY POLICE DEPARTMENT (the "Client") contracts with **PROSHRED®** to destroy all of the Client's confidential documents and other sensitive and proprietary materials with service to commence on or about AUGUST 11, 2015 and run for a period of **twelve** consecutive months. The contract will renew automatically unless otherwise directed.

### SERVICE

**PROSHRED®** warrants that the destruction service will be completed exclusively on-site on a predetermined schedule by trained, insured, bonded and certified Customer Service Professionals in compliance with **PROSHRED®** ISO 9001-2008 policies and procedures.

The Client hereby authorizes and directs **PROSHRED®** to destroy all documents furnished to **PROSHRED®** pursuant to this agreement. The Client hereby agrees to indemnify and save harmless **PROSHRED®** from and against all claims, losses, expenses, demands and actions whatsoever and howsoever arising as a result of **PROSHRED®** destroying documents and other materials. The Client hereby informs **PROSHRED®** pursuant to the Fair and Accurate Credit Transaction Act ("FACTA"), that from time to time the documents and materials furnished to **PROSHRED®** may contain consumer information controlled by the FACTA disposal rule.

**PROSHRED®** agrees to service the Client based on the following schedule:

Service schedule 4 week(s) **\*\*Subject to change based on activity, with Clients' approval**

### SECURITY CONTAINERS

**PROSHRED®** will furnish, at no cost to the Client, consoles, bins, personal desk-side containers, etc., in sufficient numbers to allow the Client to effectively collect documents and other materials for destruction on the agreed upon schedule without impeding the workflow of the Client's operation. These security containers shall remain the sole property of **PROSHRED®** and shall be returned in the same condition, or billable for full replacement cost, to **PROSHRED®** upon termination of this agreement. Termination must be in writing with 60 days' notice. A removal fee will be billed to the client in addition to service charges (if applicable). **PROSHRED®** shall have exclusive rights to destroy the documents and other material collected in these security containers, in addition to servicing all of the Client's bulk shredding requirements at the rate of a regular service. The number of security containers may be altered at any time. **PROSHRED®** will initially provide the following security consoles:

Executive Consoles: 2 \$30/SVC/MTH // \$25/SVC/BI-WK Mini Executive Consoles: \_\_\_\_\_ P.D.C.'s: \_\_\_\_\_  
65-Gallon Bins: \_\_\_\_\_ 95-Gallon Bins: \_\_\_\_\_

**1 SHRED EVENT W/% PROCEEDS TO BE DONATED TO GLENDALE PD CHARITY OF CHOICE**

### PRICING AND PAYMENT

Upon renewal or extension of this agreement, pricing may increase. All prices for regularly scheduled service are based on the number of security containers. Additional security containers and/or services may be added upon request of the Client. Pricing for the additional containers and/or services will be based on the existing service agreement pricing structure. Payment is due upon receipt of invoice.

Pricing for purge or bulk will be based on the number of times the service bin is tipped into the shredding machine. The average weight of a full service bin is 300 pounds. Quoted pricing may increase or decrease based on actual volume. Payment is due at time of service.

Regularly scheduled service \$30.00 (per service) Purge or bulk service: \$4.00-bx in addition to the scheduled service  
Hard Drive: \$10.00/drive ADD'L EQUIPMENT = \$9/ea One-time Purge = \$125 first 14 boxes / \$3.75-bx

### LIMITATION OF LIABILITY

IN NO EVENT WILL **PROSHRED®** OR THE CLIENT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH THE OTHER PARTY MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR PERFORMANCE OF THIS AGREEMENT.

The Client assumes exclusive and full responsibility for the security of its documents and sensitive and proprietary materials deposited in the security containers up until such documents and materials are furnished to **PROSHRED®** for destruction. **PROSHRED®**'s sole liability under this agreement for damages (monetary or otherwise) resulting from claims made by the Client or any third party arising from or related to any and all causes should be limited to the lesser of (i) the amount of actual damages incurred by the Client or such third party; or (ii) an amount equal to one month's average total charges paid by the Client to **PROSHRED®** for the specific services on which the Client's or third party's claim is based.

### CUSTOMER BILLING INFORMATION

CUSTOMER ADDRESS 6835 N 57 DR CONTACT: DENISE KRAUSE PHONE: 623-930-3398  
CITY: GLENDALE STATE: AZ ZIP: 85301 EMAIL ADDRESS: dkrause@glendaleaz.com

### ACCEPTANCE

Agreed to and accepted this _____ day of _____, 20____.	Agreed to and accepted this <u>11TH</u> day of <u>AUGUST</u> , 2015.
Client Name: _____	<b>PROSHRED®</b>
Signed: _____	Signed: <u>Joseph Caradonna</u>
Printed Name: _____	Printed Name: <u>JOSEPH CARADONNA</u>

CITY OF GLENDALE, an Arizona  
municipal corporation



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Richard A. Bowers,  
Acting City Manager

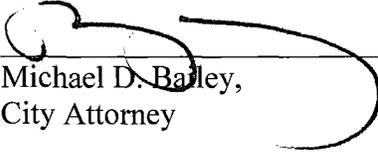
ATTEST:



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Pamela Hanna, (SEAL)  
City Clerk

APPROVED AS TO FORM:



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Michael D. Bailey,  
City Attorney