

ADDENDUM TO EXTENDED SERVICE AGREEMENT
Laramie County/Shred-It USA, LLC

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Shred-It USA, LLC 1010 Commercial Ave., Northbrook, Illinois 60062 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the Service Agreement between Laramie County Clerk of District Court and Shred-It USA, LLC, attached hereto as "Attachment A" and fully incorporated herein. (hereinafter "Agreement").

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. MODIFICATIONS

- A. Section 4 titled "Payment Terms," the last two sentences are excluded, and are of no force and effect. This section is further modified to include the following language:

"COUNTY is exempt from sales and use taxes pursuant to Wyo. Stat. Ann. § 39-15-105 as amended. All payments made pursuant to this Agreement shall be in accordance with Wyo. Stat. Ann. § 16-6-602 as amended. CONTRACTOR is therefore financially responsible for all applicable sales and use tax."

- B. Section 15 titled "Miscellaneous," subsections (e) and (j) are excluded, and are of no force and effect.

RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

IV. ADDITIONAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to

perform the same or similar services for others.

2. Entire Agreement: The Agreement (3 pages) and this Addendum (4 pages) represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

3. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

8. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

9. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

10. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains all

immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

12. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry insurance sufficient to cover its obligations under this provision, including all insurance required in the attached Exhibit 1: "Insurance Requirements," and shall file certificates of such insurance satisfactory to the County and approved by the County.

13. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

14. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

15. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

16. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

17. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

18. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners


ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

SHRED-IT USA, LLC

By:  _____ Date 11/21/2011
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 11/24/19
Gladys Ayokosor, Deputy Laramie County Attorney

Service Agreement

Effective Date 11/08/2018

Service Address:

Customer/Company Name: District Court Clerk Laramie
 Address 1: 309 W 20th St
 City / State: Cheyenne WY
 Zip: 82001-3601
 Phone: 307-633-4279
 Fax:
 Email

Billing Information (if different to service address):

Billing Contact/Company Name: District Court Clerk Laramie
 Address 1: 787 PO BOX
 City / State: Cheyenne WY
 Zip: 82001
 Phone: 307-633-4270
 Fax:
 Email

Service Fees : Reference Attachment "Service Descriptions" for details					
Service Scheduled: Yes		Service Type: On-Site	Service Frequency: Every 2 Weeks		Collection Type: Floor
Minimum Containers (Shred-it provided)		Recurring Additional Containers (Shred-it provided)			
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
Minimum Charge (per service)	\$75.00	Total Units	0	Additional Container Charge (per service)	0
Other Service Fees - Charges based on services & quantities rendered					
Extra Material Pricing (not in Shred-it provided bins)					Unit Rate
Blue Bag					\$15.00
Large Box (> 1.7-3.0 cu.ft.) / (>48-85L)					\$7.00
Large Tote(96G/360L)					\$45.00
MediumTote(64G/240L)					\$30.00
Small Box (≤1.7 cu.ft. / ≤48L)					\$5.00
XL Box (oversized)					\$10.00
*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.					

Customer Service Agreement Notes:

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. If Shred-it 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 Shred-it in good and usable condition.

Additional Service Fees (per service)

Minimum Charge \$75.00
 Fuel & Environmental Surcharge Per Monthly Index

Total Fees Per Service * \$75.00
 (Plus Additional Fees and applicable Taxes may apply)
 (Extra Material & Ancillary fees may apply)

During the first 12 Months of the Agreement, Shred-it will not increase the above fees
 Thereafter, fees will not increase by more than 7% Annually

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

*The offer will expire 12/07/2018

Shred-it:

Customer:

Contracting Entity: Stericycle, Inc., on behalf of itself and its subsidiary Shred-it USA LLC ("Shred-it")

Name: Michael Cimafronte

Title: Sales Executive

Date: Nov 8, 2018

DocuSigned by:

Signature: 

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Customer/Company Name: District Court Clerk Laramie

Name: Diane Sanchez

Title: Clerk of District Court

Date:

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, which is an integral part of this Agreement.

Shred-it USA, LLC • 4010 Commercial Ave, Northbrook, IL 60062 • P 800-697-4733

TERMS AND CONDITIONS

Stericycle, Inc., on behalf of itself and its subsidiary Shred-it USA LLC ("Shred-it") with offices at 28161 N. Keith Drive, Lake Forest, IL 60045 ("Shred-it"), and District Court Clerk Laramie with offices at 787 PO BOX Cheyenne WY 82001, ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 08 day of November 2018 (the "Effective Date").

Service Fees received by Shred-it from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

1. **Document Destruction Services.** Shred-it 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 Shred-it. 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"). (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 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. Customer shall be liable for and shall indemnify, defend and hold harmless Shred-it and its affiliates from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees resulting from the placement of any prohibited materials in any Equipment. (vi) During the Term, Shred-it shall be the exclusive provider of the Services to Customer at all of its locations.

2. **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 for successive terms of the same duration each, an "Extension Term", unless either party gives the other party at least 60 days' written notice, prior to the renewal date, 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 Shred-it all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Shred-it, which may include a final pickup fee). (c) Shred-it shall have the right to retrieve its Equipment from Customer wherever located.

3. **Pricing.** Customer shall pay to Shred-it the service fees set forth on page 1 ("Service Fees") which will be fixed for the 12 Months of the Initial Term. Thereafter, Shred-it reserves the right, in its sole discretion, to increase the amount of each Service Fee or add additional charges from time to time. Shred-it will provide notice of any change in the Service Fees to Customer, which notice may be in the form of an invoice. Customer may reject any changes to the Service Fees within 30 days of the first invoice date reflecting new pricing. Shred-it will have the option to terminate this Agreement, without penalty to Customer, if Customer rejects any pricing adjustment or additional charges. 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.

4. **Payment Terms.** Customer shall pay in full each Shred-it invoice within 30 days of the date of such invoice. Any invoiced amounts not received by Shred-it within that timeframe will be subject to an interest charge of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Shred-it for all costs that it incurs in collecting overdue amounts from Customer. Shred-it may, with notice, suspend services until any overdue amounts (plus interest charges 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 Shred-it's net income). Shred-it will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Shred-it.

5. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at 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.

6. **Fuel, Energy, Environmental 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 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.

7. **Early Termination.** In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 8 Customer shall promptly pay Shred-it (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.

8. **Default and Early 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 (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Shred-it or nonpayment by Customer of amounts rightfully owed to Shred-it or Customer's failure to comply with Shred-it policies related to the Services shall constitute a material breach.

9. **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

10. **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.

11. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

12. **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.

13. **Equipment.** Customer shall have the care, custody and control of any Equipment owned by Shred-it and placed at Customer's premises 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.

14. **Brokers.** Shred-it 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 Shred-it that it is acting for its own account and not through a broker or agent. Shred-it 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.

15. **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). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, 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, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) 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. (h) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights. (j) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.