



P.O. Box 247 - Gainesville, Georgia 30503  
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August 24, 2022

### Document Destruction Service Agreement

This Confidential Document Destruction Agreement is entered into between **Document Destruction Services, Inc.** [Contractor] and **City of Loganville** [Customer].

**Company Name:** City of Loganville  
**Address:** 4303 Lawrenceville Road  
**City/State/Zip:** Loganville, GA 30052  
**Contact:** Danny Roberts  
**Tel#:** 770-466-3184  
**Email:** [droberts@loganville-ga.gov](mailto:droberts@loganville-ga.gov)

This agreement establishes the terms and conditions under which **Contractor** agrees to provide the following services and equipment at the location/s and frequency as indicated herein. The **Customer** agrees to accept this service at the price in accordance with the terms and conditions as indicated herein. Customer can cancel service at anytime with 30-day written notice.

#### Terms of Agreement

This agreement shall apply and remain in effect for a (2) two-year term.

Contract Term: **August 24, 2022 through August 23, 2024**

#### General

In performance of its obligations under this Agreement, Contractor represents as follows:

- A) Contractor's execution, delivery and performance of this agreement does not violate the terms of any law, regulation, court order or material agreement to which Contractor is subject;
- B) Contractor shall comply with applicable laws, statutes, regulations and ordinances.
- C) This Agreement is a valid and binding obligation of Contractor, enforceable against it in accordance with its terms;
- D) All services performed will be in a professional manner in accordance with standards set forth in this Agreement or in the absence thereof, as a minimum in accordance with industry standards and practices.
- E) Contractor shall use all reasonable efforts to avoid the disruption of normal operations of Customer.
- F) Equipment accepted from the Contractor and used for the benefit of the Customer (equipment defined as containers, keys, desk-side bins & other collection devices) shall remain the property of the Contractor and the Customer shall have no right or title to and shall not remove or relocate without written permission of Contractor. Contractor will ensure that bins are locked at time of service in order to keep your documentation secure. Customer agrees to defend, indemnify and hold harmless Contractor from and against any and all claims of loss, damage, injury or death of person or persons resulting from or arising in any manner out of Customer use. Customer shall return equipment to Contractor at the end of this agreement and shall afford the same protection for the Contractor equipment as for its own. Customer agrees to reimburse Contractor for loss or damage to its equipment.
- G) Customer will be charged in the event that Contractor attempts to provide service at Customer location (on either a scheduled pick up or at customer's request) and, through no fault of Contractor, (a) there are no confidential documents for pickup, (b) confidential documents are not ready for pickup, (c) Customer location is closed, (d) or Customer refuses pickup.

- H) It is our policy that bins are to remain locked except when they are being serviced by Contractor personnel. However, we do understand that customers may need access to their bin from time to time. Therefore, upon request of the authorized contact on file, we offer keys at a charge of \$10.00 plus shipping.

### **Confidentiality**

All information received from either party: Shall be considered confidential and proprietary, and s Shall be subject to reasonable and prudent safeguards against improper disclosure as outlined in the Contractor's operating and procedures manual.

Contractor is a AAA Certified company by the National Association for Information Destruction, Inc., and in accordance with those guidelines, all materials to be destroyed are always attended by a company employee or physically secured from unauthorized access while in the custody of Contractor before they are destroyed.

### **Insurance**

Contractor shall maintain competent levels of insurance at all times during this Agreement for Worker's Compensation, General Liability and Automobile.

### **Assignment**

Neither party shall assign any of the rights or obligations under this Agreement without the prior written approval of the other party.

### **Applicable Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia. Each party hereby submits to the jurisdiction of such courts and waives any objection to venue with respect to actions brought in such courts in the Governing State. The performance of either party's obligations will be suspended to the extent that the party is prevented from acts of nature, fires and governmental actions. In performance of its obligations under this Agreement, both parties shall act fairly and in good faith.

### **Administration**

Contractor will destroy Customers confidential material. Contractor shall be responsible for documents and equipment from the time of service at Customer's location and will implement all commercially reasonable efforts to protect the confidential nature of the documents and equipment.

Contractor agrees to provide pick up on mutually agreed upon day. Pickups will be made at designated centralized locations and with minimal or no disruption to Customer's operations.

### **Process for Destruction of Non-Paper Materials**

- Reels of Magnetic Media - Reels of magnetic media shall be processed through the low speed, high torque grinder and staged for landfill disposal.
- Reels of Micrographic Film - Micrographic film shall be processed through the plastic granulator and staged for landfill disposal. Resulting particle size of 1/8" shall be achieved in accordance with requirements for AAA NAID Certification Micro-Media Endorsement.
- Microfiche - Microfiche shall be processed through the plastic granulator and staged for landfill disposal. Resulting particle size of 1/8" shall be achieved in accordance with requirements for AAA NAID Certification Micro-Media Endorsement.
- X-Ray - X-Rays should be removed from the paper sleeve and placed in the designated bin for destruction by an approved vendor with a documented chain of custody and confidentiality agreements in place.
- Cassette Tapes, VHS Tapes, and Floppy Disks - Cassette tapes, VHS tapes and floppy disks should be processed through the low speed, high torque grinder and staged for landfill disposal.

- Computer Tapes - Computer tapes intended for degaussing or wiping should be placed in the designated bin for offsite processing. All other tapes should be processed through the low speed, high torque grinder and staged for landfill disposal.
- Electronics (excluding hard drives) - All electronics should be dismantled and sorted into appropriate bins for proper destruction. Data bearing materials shall be processed through the low speed, high torque grinder.
- Atypical Media/Other Non-Media Materials - A member of the management team will determine the appropriate method used to destroy atypical media or non-media materials that require destruction.

Upon completion of destruction, **Contractor** will provide certification that all material has been destroyed. Certification documents shall include the date of destruction and invoices will include weights where applicable.

### ***Service Schedule & Rates***

Contractor to provide containers according to the frequency and pricing outlined below:

#### **Off-Site Pricing**

<b>Containers</b>	<b>Pick-Up Schedule</b>	<b>Rate</b>
(3)-95 Gallon Containers	Every 8 Weeks	\$60.00 /per pickup for the 1 <sup>st</sup> \$20.00 per pick up each additional in the same building
<b>Total</b>		<b>\$100 per service</b>

\*Service is required at a minimum of once every three months. If service is not required, Customer will be billed a container fee at the corresponding rate in schedule above. Customer can also call to schedule service if their bin is full before their scheduled service date and will be charged the corresponding rate. Service frequency is dependent on location and route schedule.

\*Purge of records from storage, to be picked up and destroyed off-site, will be billed by weight. Purge service is a call-in service scheduled separately from regular bin service. This service will be scheduled upon Customer completing and submitting a **Purge Clean-out Request Form**.

\*Hard drive destruction will be billed per hard drive. Electronics recycling will be billed by weight.

\*Broken, damaged or lost containers, keys or desk-side bins at fault of Customer, will be billed at a rate of \$100 per container, \$10 per key and \$10 per desk-side bin.

\*Service of containers requiring stair access will be billed a special handling fee of \$50 per service, per flight of stairs. Containers should be stored in dry areas. A special handling fee will be applied to wet paper.

**Payment**

Invoices are sent electronically. Customer must notify Contractor of any changes to the accounts payable email address to send invoices. Contractor will provide a certificate of destruction that Customer's materials have been properly destroyed. This documentation will be attached to the electronic invoice. Customer's billing contact and address are listed below:

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**Customer should remit payment to:**  
**Document Destruction Services, Inc.**  
**PO Box 247**  
**Gainesville, GA 30503**

This Service Agreement may not be modified, waived or amended unless mutually agreed to in writing by the parties hereto:

<b>Contractor</b>	<b>Customer (Authorized Account Holder)</b>
By	By: _____
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

