

# Data Destruction Agreement

### Client Information

#### Service Location

Company Name: City of Mangum Phone: 580-782-4000  
 Contact Name: Dave Andren Title: City Manager Email: citymanager@cityofmangum.net  
 Address: 201 N. Oklahoma City: Mangum State: Ok Zip: 73554  
 Sales Representative: Kenny  
 Bill to Information  (same as above)

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### SERVICE Schedule A

Container Type	QTY	Freq.	Price (Initial)	Price (Additional)
36" Console	<u>1</u>	<u>Every 4 Weeks</u>	<u>\$35.00</u>	<u>\$10.00</u>
24" Console	_____	_____	_____	_____
96 Gallon Bin	_____	_____	_____	_____
65 Gallon Bin	_____	_____	_____	_____
_____	_____	_____	_____	_____


#### **Additional Services:**

NOTE: They will have an annual purge to be charged at \$50.00 per bin

Special Notes: \_\_\_\_\_

Agreed to by (Terms and Conditions on reverse):  
**MIDCON Data Services, LLC. ("MIDCON")**

Company City of Mangum

Signed:   
Greg Blakely (Apr 4, 2022 09:23 CDT)

Signed: 

Print: Greg Blakely

Print: Joel Andren

Date: Apr 4, 2022

Date: Apr 4, 2022

Address	City	State	Zip	# Large Console	# Small Console	# Large Bins	# Small Bins	Freq
201 N. Oklahoma	Mangum	Ok	73554	1				Every 4 Weeks

Initials USA

## Terms and Conditions

This Data Destruction ("Agreement"), is made and entered into on March 29th, 2022, (the "Effective Date") by and between City of Mangum ("Company") and MIDCON Data Services, LLC, an Oklahoma limited liability company ("MIDCON").

- Data Destruction** - The Company agrees to use MIDCON exclusively for all its data destruction services, to include document shredding, magnetic media destruction, and hard drive destruction. MIDCON will provide certified data destruction along with the necessary, lockable containers, and will provide scheduled pickup and/or delivery of containers based on the needs of the Company during the hours of 8:00 AM to 5:00 PM Monday thru Friday. Service schedule will be determined based on MIDCON's routing schedule. Afterhours, weekends, and holidays are excluded unless prior arrangements are made. A certificate of destruction will be provided with the invoice after completion.
- Term** - The initial term of this Agreement shall be for a period of 27 <sup>JON</sup> year(s) commencing on the Effective Date and ending on the 28th day of March 2023. Upon the expiration of the Initial Term, the Agreement will be automatically renewed, upon the same terms and conditions, unless either party provides the other party with prior written notice of its intention to terminate the Agreement, such notice to be provided Ninety (90) days prior to the expiration of any Renewal Term.
- Pricing** - In consideration for the services performed by MIDCON under this Agreement, the Company shall pay to MIDCON fees in the amounts and as provided on Service Schedule A subject to change by MIDCON upon written notice to the Company. Fees listed in Exhibit "A" will automatically be increased 3% each successive year of this agreement effective on anniversary of the initial term of this agreement. Client agrees to pay all Fees within 30-days of the date of the invoice. Any payments not received by MIDCON on the due date may incur a late fee of Twenty-Five and No/100s Dollars (\$25.00) and accrue interest at the rate of one and one-half percent (1.5%) per month until paid.
- Confidentiality**. MIDCON acknowledges that some or all of the Materials may be proprietary and/or confidential in that the information contained in the Materials is not generally known to the public or by competitors of the Company and derives its value from remaining undisclosed (the "Confidential Information"). MIDCON hereby covenants and agrees to use MIDCON's best efforts and exercise utmost diligence to protect and safeguard the Confidential Information. MIDCON shall not, either during the Term or after termination of this Agreement, directly or indirectly use any Confidential Information for MIDCON's own benefit or the benefit of another. MIDCON shall have each of its employees handling the Confidential Information execute and deliver an Employee Confidentiality Agreement, agreeing not to view or distribute the Confidential Information.
- Termination** - If the Company elects to terminate this Agreement prior to the end of the Initial Term or any Renewal Term of the Agreement, the Company must provide MIDCON with prior written notice of no less than ninety (90) days. MIDCON shall have the right to immediately retrieve its consoles and equipment from Company, wherever located and Company must immediately pay MIDCON (a) the average monthly destruction charges through the remaining term of the Agreement; (b) all unpaid invoices and interest as described in paragraph 3; (c) a removal fee of \$50.00 per container.
- Limitation of Liability**. MIDCON is not liable for any loss or damage whatsoever relating to the Material or its destruction by MIDCON or by the repair, replacement or restoration of any destroyed Material. MIDCON's aggregate liability, if any, arising under this Agreement or the provision of services to Company is limited to the amount of the Service Fees received by MIDCON from Company during the last year of term of this Agreement. Notwithstanding the foregoing, in no event will MIDCON be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use.
- Miscellaneous**. Except as provided herein, this Agreement may be changed, waived, discharged, or amended only by an instrument in writing signed by representatives of both parties having the requisite authority necessary to bind the respective party. Additionally, each party acknowledges that its representative executing this contract has the necessary authority to bind the respective party for the purposes of this Agreement. This Agreement shall be interpreted and construed under the laws of the State of Oklahoma, except for any laws or rules regarding conflicts of law that would require application of the laws of any other jurisdiction. The parties hereto agree that this Agreement, including any attachments hereto, shall constitute the entire Agreement between the parties regarding the subject matter and supersedes any prior written or oral understanding of any kind between the Company and MIDCON.

Initials

**MIDCON Data Services, LLC**

13431 N. Broadway Extension  
 Suite 115  
 Oklahoma City, OK 73114

**INVOICE**

Invoice Number: 103267  
 Invoice Date: Mar 1, 2022  
 Page: 1

Voice: (405) 478-1234  
 Fax: (405) 705-9998

<b>Bill To:</b>
Law Office of Corry Kendall 122 N. Oklahoma Mangum, OK 73554
ATTN:

<b>Ship to:</b>

Customer ID	Customer PO	Payment Terms	
5199D			
Sales Rep ID	Service Period	Ship Date	Due Date
			3/31/22

Quantity	Item	Description	Unit Price	Amount
1.00	SVC-36EC	February 2022 Activity And/Or March 2022 Storage Service 36 Inch Executive Console	36.0000	36.00

Your balance as of Mar 1, 2022 is 36.00.  
 This balance does not reflect payments or  
 charges processed after that date.

Subtotal	36.00
Sales Tax	
Total Invoice Amount	36.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>36.00</b>

**Outstanding balances may be subject to Late Charges**

Phone









# 2022 Shredding Agreement

Final Audit Report

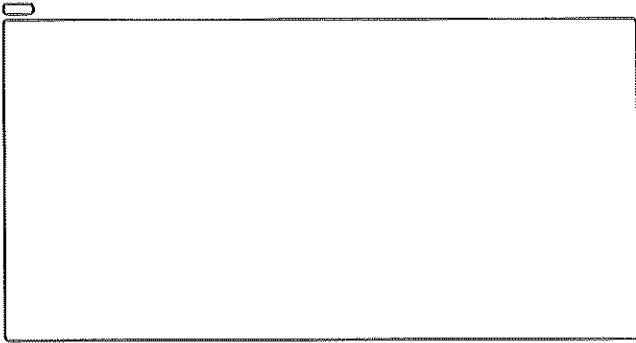
2022-04-04

Created:	2022-04-04
By:	Greg Blakely (contracts@midcondata.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5E1z5uJPLYbKK2kbLqoSRa1NpOTHSdG9

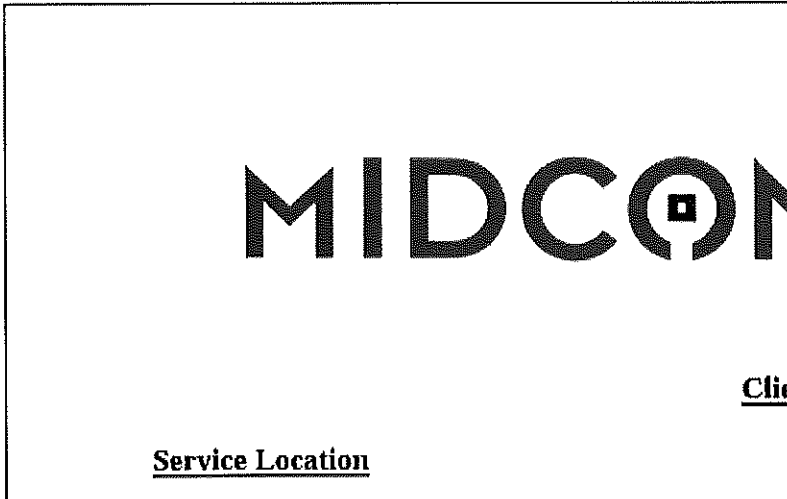
## "2022 Shredding Agreement" History

-  Document created by Greg Blakely (contracts@midcondata.com)  
2022-04-04 - 1:30:34 PM GMT- IP address: 174.76.91.66
-  Document emailed to Joel Andren (citymanager@cityofmangum.net) for signature  
2022-04-04 - 1:37:09 PM GMT
-  Email viewed by Joel Andren (citymanager@cityofmangum.net)  
2022-04-04 - 2:06:29 PM GMT- IP address: 12.239.249.61
-  Document e-signed by Joel Andren (citymanager@cityofmangum.net)  
Signature Date: 2022-04-04 - 2:07:43 PM GMT - Time Source: server- IP address: 12.239.249.61
-  Document emailed to Greg Blakely (contracts@midcondata.com) for signature  
2022-04-04 - 2:07:45 PM GMT
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2022-04-04 - 2:16:44 PM GMT- IP address: 104.28.50.172
-  Document e-signed by Greg Blakely (contracts@midcondata.com)  
Signature Date: 2022-04-04 - 2:23:10 PM GMT - Time Source: server- IP address: 70.165.17.209
-  Agreement completed.  
2022-04-04 - 2:23:10 PM GMT

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## View Agreement



### 2022 Shredding Agreement

Created Apr 04, 2022 8:30 AM

**From:** Greg Blakely  
(contracts@midcondata.com)

**Status:** Signed

**Message:** Please review and complete 2022 Shredding Agreement.

### Actions