

**Purchasing Department**  
**Madison County Board of Supervisors**  
**146 West Center Street**  
**Canton, Mississippi 39046**  
---  
**601-855-5503**  
**hardy@madison-co.com**

20 April 2018

District 1 Supervisor Sheila Jones  
District 2 Supervisor Trey Baxter  
District 3 Supervisor Gerald Steen  
District 4 Supervisor David Bishop  
District 5 Supervisor Paul Griffin

Subject: Approve contract with Shred-it for destruction of old county records and authorize board president to execute same


Dear Board Members:

On February 20, the board approved the destruction of a large quantity of old county records as detailed in the attached memorandum from Chancery Clerk Ronny Lott.

Attached is a contract with Shred-it to destroy the old records. The unit prices itemized in the contract are firm. The quantities in the contract are an estimate.

I recommend that the board approve the contract with Shred-it and authorize the board president to execute same.

Thank you,

  
Hardy Crunk  
Purchase Clerk

Attachments: Shred-it contract  
Copy of Ronny Lott's memo approved by the board on 20 February 2018



# CUSTOMER SERVICE AGREEMENT PURGE SERVICE

Branch Address:  
Jackson, 5530 Industrial Road, Jackson, MS, 39209, USA

## Client Information

Sold To Location:

Company Name: Madison County Courthouse  
Address: 146 W Center St

Tel: 601-855-5503

Fax:

City: Canton

State/Province: MS

Zip: 39046-3735

## Purge Service

Minimum Type	Minimum Product	Unit Price
Greater than (or)	OFF-SITE PURGE CUSTODY - Small Box ( $\leq 1.7$ cu.ft. / $\leq 48L$ )	\$200.00

Service Type: Off-Site  
Notes:

Collection Type: Floor

Fuel/Env. Surcharge: Yes

## Pricing Per Unit

*no estimate*

Description	Container Type	Quantity	Unit Price
Paper	Blue Bag		\$18.00
Paper	Large Box ( $> 1.7-3.0$ cu.ft.) / ( $> 48-85L$ )	200	\$6.75
Paper	Small Box ( $\leq 1.7$ cu.ft. / $\leq 48L$ )	800	\$4.75
Paper	XL Box (oversized)		\$18.00

## Payment Details

Payment Method: Invoiced

(do not collect credit card information, branch will follow up)

PO# Required: No

PO#:

Blanket:

Liable for Tax: No

(check and attach certificate)

Shred-it guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the local Shred-it District Operations Manager. If Shred-it then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to Shred-it in good and usable condition.

I have read and agree to the Terms and Conditions on the following page:

Shred-it USA, LLC ("Shred-it")

Company: Madison County Courthouse

Signed: *Tarryl Knight*  
C4D0F23BD9B2408...

Signed:

Print Name: Tarryl Knight

Print Name:

Position: Inside Sales Executive

Position:

Date: Apr 20, 2018

Date:

V2 08/ /

## Terms & Conditions of Shred-it Customer Service Agreement

1. **Sole Terms.** All services provided by Shred-it to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto and the then-current Schedule of Ancillary Charges at [www.shredit.com](http://www.shredit.com) ("Schedule"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing; provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.
2. **Shred-it Services.** Shred-it will provide the following services to Customer:
  - (a) Shred-it will: (i) collect Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM") on a mutually agreed basis and (ii) destroy the CCM using a mechanical shredding device (the Destruction Process").
  - (b) Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
  - (c) An authorized representative of Customer may, at any time, inspect the Destruction Process.
  - (d) Shred-it will recycle or otherwise dispose of the CCM.
3. **Shred-it Equipment.** Any containers ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which are moved, damaged, stolen or lost while at Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.
4. **Service Fee.** Customer will pay a "Service Fee" to Shred-it as set forth on the cover page or applicable Statement of Work. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the shredding service after Shred-it has arrived at Customer's location on the scheduled shredding date and time or if the Customer's offices are closed on the scheduled shredding date.
5. **Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due immediately upon completion of the Services and in any event no later than five (5) days thereafter. Any payments not received by Shred-it when due will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.
6. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
7. **Term of the Agreement.** This Agreement shall remain in force until terminated by either Party upon thirty (30) days written notice. Requests for additional services may be made under this Agreement by the Parties' executing a Statement of Work setting out the fees for the service and the particulars of the service. Unless otherwise specified in the Statement of Work, the services shall be provided in accordance with the terms and conditions set out in this Agreement.
8. **Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental 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.
9. **Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
10. **Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any CCM or other property of Customer. 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 Service Fees received by Shred-it from Customer for the particular service. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
11. **Setoff.** Customer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Customer, its parent, affiliates, subsidiaries or other divisions or units.
12. **Prohibited Acts / Compliance with Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.
13. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM). In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.
14. **Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersede any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in Writing, attached hereto, and signed by both parties. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be 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. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located at the closest AAA office. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the Customer at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider.

### Certificate Of Completion

Envelope Id: D87FC8F88E4F4DBA8A71C7292FE7DB95  
 Subject: Shredit Agreement For Madison County Courthouse  
 Source Envelope:  
 Document Pages: 2 Signatures: 1  
 Certificate Pages: 4 Initials: 0  
 AutoNav: Enabled  
 EnvelopeId Stamping: Disabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Delivered

Envelope Originator:  
 Tarryl Knight  
 tarryl.knight@stericycle.com  
 IP Address: 13.108.254.8

### Record Tracking

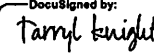
Status: Original  
 4/20/2018 12:46:36 PM  
 Holder: Tarryl Knight  
 tarryl.knight@stericycle.com

Location: DocuSign

### Signer Events

Tarryl Knight  
 tarryl.knight@stericycle.com  
 Inside Sales Executive  
 Stericycle Inc. - Shred It  
 Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
 C4D0F238D982408...

### Timestamp

Sent: 4/20/2018 12:46:37 PM  
 Viewed: 4/20/2018 12:47:13 PM  
 Signed: 4/20/2018 12:47:16 PM

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

Using IP Address: 209.167.44.2

Hardy Crunk  
 hardy@madison-co.com  
 Security Level: Email, Account Authentication (None)

Sent: 4/20/2018 12:47:16 PM  
 Viewed: 4/20/2018 12:50:51 PM

Electronic Record and Signature Disclosure:  
 Accepted: 4/20/2018 12:50:51 PM  
 ID: 70cd023e-8c3d-4886-a39e-461d591ac25f

### 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

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent  
 Certified Delivered

Hashed/Encrypted  
 Security Checked

4/20/2018 12:47:17 PM  
 4/20/2018 12:50:51 PM

### Payment Events

### Status

### Timestamps

### Electronic Record and Signature Disclosure

## **CONSUMER DISCLOSURE**

From time to time, Stericycle Inc. - Shred it (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Stericycle Inc. - Shred it:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customercare@stericycle.com](mailto:customercare@stericycle.com)

**To advise Stericycle Inc. - Shred it of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Stericycle Inc. - Shred it**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Stericycle Inc. - Shred it**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. - Shred it as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. - Shred it during the course of my relationship with you.

**RONNY LOTT**  
MADISON COUNTY CHANCERY CLERK

MEMORANDUM

TO: Madison County Board of Supervisors

FROM: Ronny Lott, Chancery Clerk *RL/cp*

DATE: February 20, 2018

RE: Disposal of Records

Pursuant to MS Code of 1972, Annotated, §25-59-21, please find attached a list of items that are due for disposal from the Records Restoration Center. I am requesting you grant me permission to dispose of these items and authorize me to acquire a quote from Shred It to properly dispose of these items.

**APPROVED**

*By cynthia.parker at 2:47 pm, Apr 20, 2018*



## Madison County Records Disposal Summary

1/22/18

<b>Office</b>	<b>Series Title</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Schedule Number</b>	<b>Disposition</b>	<b>Eligible for Disposal</b>
Circuit	Application for Absentee Ballots	2003	2014	GSC 11-04	2 years after certification of election results	2017
Circuit	Ballots	1992	2014	GSC 11-07	2 years after certification of election results	2017
Circuit	Daily Revenue Reports	2012	2012	GSC 02-12	3 years after release of audit	2016
Circuit	Fee Books	1998	2010	GSC 07-04	3 years after release of audit	2014
Circuit	Jury Selection and Service Records	1996	2008	§13-5-36	4 years after refill	2012
Circuit	Precinct Paperwork	1998	2014	GSC 11-10	2 years after certification of election results	2017
Circuit	Precinct Poll Books	2001	2014	GSC 11-05	2 years after certification of election results	2017
Circuit	Printer Canister Tapes	2006	2014	GSC 11-21	2 years after certification of election results	2017

<b>Office</b>	<b>Series Title</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Schedule No.</b>	<b>Disposition</b>	<b>Eligible</b>
Circuit	Published Materials	2003	2003	§25-59-3	Non-Record	
Circuit	Reports from Logic & Accuracy (L & A)	2007	2014	GSC 11-18	2 years after certification of election results	2017
Circuit	Unused Ballots	2001	2011	GSC 11-08	2 years after certification of election results	2014
Circuit	Voters' Receipt Books	2007	2014	GSC 11-06	2 years after certification of election results	2017
Circuit	Bank Statements	1994	2009	GSC 02-04	5 years	2015
<b>Office</b>	<b>Series Title</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Schedule No.</b>	<b>Disposition</b>	<b>Eligible</b>

<b>Office</b>	<b>Series Title</b>	<b>Beginning Date</b>	<b>Ending Date</b>	<b>Schedule No.</b>	<b>Disposition</b>	<b>Eligible</b>
Justice Court	Civil Case Files	1996	2007	Ss 9-11-11	7 years after case closed	2015
Justice Court	Criminal Case Files	1994	2005	Ss 9-11-11	7 years after case closed	2013
Justice Court	Traffic Violations	1996	2012	GSM 09-04	3 years after audit and fine paid	2016



Local Government Records Office  
 PO Box 571, Jackson, MS 39205-0571  
 (601) 576-6894 · Fax (601) 576-6899  
 loggov@mdah.ms.gov

## RECORDS DISPOSAL AUTHORIZATION

Complete the top half, sign, and return to the Local Government Records Office

The Justice Court in Madison County  
(name of office) (name of city or county)

requests authorization to dispose of the following records:

Name of Series	Date Range	Volume
Civil Case Files	1996-2007	185cs ss 9-11-11
Criminal Case Files	1994-2005	143cs ss 9-11-11
Traffic Violations (closed)	1996-2012	58cs gsm 09-04

This request is (check one):

- Routine disposition  
 Emergency disposition (explain): \_\_\_\_\_

Ronny Lott 11/27/17  
 Signed Date  
 Ronny Lott Madison County Chancery Clerk  
 Name Title  
 P O Box 404 Canton MS 39046  
 Mailing Address City State Zip Code  
 601-855-5526 ronny.lott@madison-co.com  
 Phone Email address

(This section to be completed by LGR Office)

MS Code authority § 9-11-11 Minimum retention 7 yrs after close  
 Last LGRO authorization: 129 1970-1997  
Number Date Date range approved

Additional remarks:

Traffic Violations follow Municipal Court schedule GSM 09-04:  
3yrs. after audit following payment of fine

Authorization # LGRO 373

In accordance with Mississippi Code of 1972, Annotated, §25-59-21, authorization is granted to dispose of the records series listed above.

Katie Blount  
 Katie Blount, Director  
 Mississippi Department of Archives & History

12-1-17  
 Date

MADISON COUNTY JUSTICE COURT

2961 SOUTH LIBERTY STREET

CANTON, MS 39046

601-588-5619

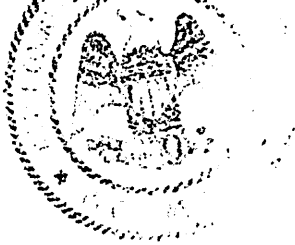
Sept.26,2017

To: Barry Parker,

According to 2013 Mississippi Code Title 9 –Courts Chapter 11- Justice Courts 9-11-11 – Uniform case record ; destruction of closed files, the attached list of files can be destroyed.

*Cheryl Horn, J.C.C.*

Cheryl Horn, J.C.C.



## Barry Parker

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**From:** Tim Barnard <tbarnard@mdah.ms.gov>  
**Sent:** Thursday, January 18, 2018 4:49 PM  
**To:** Barry Parker  
**Subject:** Justice court disposal authorization  
**Attachments:** MadisonCoRDA\_2017-12-01.pdf

Barry,

The middle section is for us to show our director justification for this request and the history of prior approvals. The "1997" date was referencing the last authorization. That authorization, # 129, approved disposal of court files from 1970 thru 1997.

The range approved for THIS authorization is thru 2007 for civil files, 2005 for criminal files and 2012 for traffic tickets, as requested at the top. Sorry if it was misunderstood.

Tim Barnard, Director  
Local Government Records Office  
Miss. Dept. of Archives & History  
Phone: 601-576-6894  
tbarnard@mdah.ms.gov