

**BLACK JACK CITY COUNCIL MEETING
12500 OLD JAMESTOWN ROAD
December 21, 2021
7:00 P.M.**

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

None

PRESENTATIONS

1. Lisa Dunn – Law Enforcement Territory Manager
Flock Safety
2. Steve Ruff and Pat Inchiostro – Crane
Liability Insurance Coverage

PROCLAMATIONS

None

APPROVAL OF MINUTES Regular Meeting Minutes – December 7, 2021

COMMENTS, QUESTIONS, PETITIONS, ETC. FROM THE PUBLIC

None

REPORTS

1. Mayors Report
2. Official Report
3. Commissions/Boards
4. Committees
5. Special Counsel

UNFINISHED BUSINESS:

Second reading of Bill #1278, entitled, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SHRED-IT FOR A RECYCLING EVENT SPONSORED BY THE CITY OF BLACK JACK, MISSOURI (Councilman Krank)

PENDING LEGISLATION

Resolution #211201, entitled, A RESOLUTION ADJUSTING THE 2022 FISCAL YEAR BUDGET.

NEW BUSINESS

None

RESOLUTIONS

None

MISCELLANEOUS

1. Review and consider accepting the 2021 Audit Report.
2. Review and consider the annual renewal for various insurance needs through Crane
3. Update on employee health insurance with Premier.
4. Review and consider Bid Specifications for a Copier.
5. Pursuant to the City's Code of Ordinances, there will not be a City Council meeting on the first Tuesday in January.

FINAL ANNOUNCEMENTS FROM THE MAYOR:

None

ADJOURNMENT:

PUBLIC COMMENTS MUST BE SENT TO THE CITY CLERK'S OFFICE BY MONDAY, THE DAY BEFORE THE MEETING. CITYCLERK@CITYOFBLACKJACK.COM OR (314) 355-7258.

1 BILL NO. 1278

2
3 ORDINANCE NO. _____

4
5 Sponsor: Councilman Krank

6
7 AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SHRED-IT FOR A
8 RECYCLING EVENT SPONSORED BY THE CITY OF BLACK JACK, MISSOURI

9
10 WHEREAS, the City is sponsoring an Electronic Recycling Event on July 9, 2022;

11
12 WHEREAS, the City requires the services of an outside contractor to conduct the event
13 and handle the proper disposal of the materials brought to the event.

14
15 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK JACK,
16 ST. LOUIS COUNTY, MISSOURI AS FOLLOWS:

17
18 SECTION 1: The Mayor is hereby authorized to execute a contract on behalf of the City
19 of Black Jack with Shred-it in accordance with the agreement attached hereto as Exhibit A and
20 incorporated herein.

21
22 SECTION 2: This Ordinance shall become effective upon its passage and approval as
23 provided by law.

24
25 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK JACK, ST. LOUIS
26 COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

27
28
29 _____
Norman C. McCourt, Mayor

30 ATTEST:

31 _____
32 Karen E. Robinson, MRCC-S/CMC
33 City Clerk
34 Executive Assistant to the Mayor
35
36
37



Standard Agreement

Effective Date 11.11.2021 between Stericycle, Inc and CITY OF BLACK JACK located at 12500 OLD JAMESTOWN RD, FLORISSANT, Missouri, 63033-8509

Contract Entities: (Sold to) :

Customer/Company Name: CITY OF BLACK JACK
Address 1: 12500 OLD JAMESTOWN RD
Address 2:
City / State / Zip: FLORISSANT, Missouri, 63033-8509
Phone: 3143550400
Email: finance@cityofblackjack.com
Contact: Tina Qualls
Title:

Billing Information

Billing Contact/Company Name: CITY OF BLACK JACK
Address 1:
Address 2:
City / State / Zip: ..
Phone: 3143550400
Email: finance@cityofblackjack.com
Contact: Tina Qualls
Title:

| Account Information | Service/Equipment Name | Pick up Frequency | Planned Units for Pick Up | Contracted Price | Additional Fees | Price Increase | Renewal Date | Surcharges |
|--|--|-------------------|---------------------------|------------------------------|-----------------|----------------|--------------|---|
| Account Name: CITY OF BLACK JACK Address: 12500 OLD JAMESTOWN RD, FLORISSANT, Missouri, United States, 63033-8509 | SHRED EVENT ON-SITE (QTYBILLABLEHRS) | One Time | 1 Each | \$ 300.00 minimum per pickup | N/A | N/A | Nov 10, 2022 | Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: % |
| Account Name: CITY OF BLACK JACK Address: 12500 OLD JAMESTOWN RD, FLORISSANT, Missouri, United States, 63033-8509 | EVENT HOURS | One Time | 3 Each | \$ 300 per container | N/A | N/A | Nov 10, 2022 | Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: % |

EXHIBIT A

Contract Effective Date: 11.11.2021

GPO: NONE

Service Guarantee: Stericycle 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 Stericycle by written notice to the Account Care department at the address listed below. If Stericycle 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 Stericycle in good and usable condition

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

The offer will expire 11.10.2022

Stericycle:

Contracting Entity: **Stericycle Inc.**
Name: **Alisha Terry**
Title:
Date:

Customer:

Customer/Company:
Name: **Norman McCourt**
Title:
Date:

Signature:

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 and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.
Stericycle, Inc. 2355 Waukegan Road, Bannockburn, IL 60045 P (866) 783-7422. F (866) 783-7432

TERMS AND CONDITIONS

1. Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and CITY OF BLACK JACK with offices at 12500 OLD JAMESTOWN RD, FLORISSANT, Missouri, United States, 63033-8509 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 11/11/2021 (the Effective Date).

2. Services

Stericycle 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 Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the Destruction Process), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. 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 (Prohibited Materials). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

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 12 months. This Agreement will automatically renew on a month to month basis (Extension Term), until either party gives the other party 30 days' prior written notice 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 Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment from Customer wherever located.

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively Service Fees). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge 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. 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. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Shred-it standard list price. 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 Stericycle's discretion.

5. Payment Terms; Billing

Customer shall pay in full each Stericycle invoice within Net 30 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month on the past due balance (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees 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 Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle (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.

7. Default & 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 five (35) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

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. Stericycle'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 Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the acts and omissions, negligent or otherwise, of Stericycle, its employees and/or agents, in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the acts and omissions, negligent or otherwise, of Customer, its employees and/or agents, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment. Notwithstanding anything to the contrary hereunder, Stericycle agrees that it has no rights of any kind to the project for which Customer is engaging Stericycle's services hereunder and, accordingly, in no event shall Stericycle be entitled to injunctive relief to enjoin, restrain or interfere with the exploitation and/or promotion in any manner of such project.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee of \$ PLEASE ADD AMOUNT HERE for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle 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 Stericycle 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 Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

13. 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.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) 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. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

Except as set forth in the GPO Agreement, during the Term Stericycle shall be the exclusive provider of the Services to Customer at all of its locations.

16. Brokers

Stericycle 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 Stericycle that it is acting for its own account and not through a broker or agent. Stericycle 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.

17. Entire Agreement; Purchase Orders

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. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

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 to any unaffiliated entity of Customer without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

Attachments

Attachment: Service Compliance

SHRED EVENT | ON-SITE (QTYBILLABLEHRS)

EVENT HOURS

Certificate Of Completion

Envelope Id: D9449B8E1902426CBA3573F36121CB9B
 Subject: Documents for your DocuSign Signature
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Signatures: 0
 Initials: 0

Envelope Originator:
 Alisha Terry
 2355 Waukegan Road
 Bannockburn, IL 60062
 alisha.terry@stericycle.com
 IP Address: 13.110.74.8

Record Tracking

Status: Original
 11/11/2021 11:10:16 AM

Holder: Alisha Terry
 alisha.terry@stericycle.com

Location: DocuSign

Signer Events

Norman McCourt
 mayor@cityofblackjack.com
 Security Level: Email, Account Authentication
 (None)

Signature

Timestamp

Sent: 11/11/2021 11:10:18 AM
 Resent: 11/15/2021 1:01:14 PM
 Viewed: 11/18/2021 3:10:30 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Alisha Terry
 alisha.terry@stericycle.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| 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 |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 11/11/2021 11:10:18 AM |
| Payment Events | Status | Timestamps |

MEMO

Date: 12/16/2021

To: Mayor and City Council

From: Tina

Subject: Budget Adjustment Explanation



A budget adjustment was needed to cover the cost of the new IT Server and Software. Additional adjustments needed to cover upcoming expenses.

1 RESOLUTION

2
3 No: 211201

4
5 Sponsor: _____

6
7 A RESOLUTION ADJUSTING THE 2022 FISCAL YEAR BUDGET.

8
9 WHEREAS, the City of Black Jack has increased/decreased revenues and
10 disbursements for items included in the 2022 budget, and

11
12 WHEREAS, these accounts should be adjusted as shown below to bring the
13 budget in line with fiscal requirements.

14
15 **December Budget Adjustment**

| Expenses | Class | Budget | Revised | Adjustment |
|---|-------|--------|---------|------------|
| From – Capital Surplus | | | | |
| To - C7910 - Capital Improvements | ADM | 12,000 | 29,950 | 17,950 |
| From – American Rescue Plan Surplus | | | | |
| RB5100 - American Rescue Plan | ADM | 0 | 697,976 | 697,976 |
| From – General Fund Surplus | | | | |
| To -G6538 – Personnel Advertising | ADM | 100 | 700 | 600 |
| To -G6550 - Prosecuting Attorney | ADM | 10,000 | 15,000 | 5,000 |
| To -G6705 – Notices – Advertising | ADM | 1750 | 2,400 | 650 |
| To- G8035 - Occupancy Inspections Contractual | PWD | 1,500 | 6,500 | 5,000 |
| G6875 – Shop Supplies | PWM | 600 | 700 | 100 |
| G6589 – Mosquito Spraying City Property | PWM | 2000 | 3,000 | 1,000 |
| From – Road and Bridge Surplus | | | | |
| RB7065 – Street Signs & Maintenance | PWM | 1,700 | 2,200 | 500 |
| Total Adjustment | | | | 728,776 |

16
17 Now therefore, be it resolved by the City Council of the City of Black Jack,
18 Missouri that the budget for fiscal year 2022 be adjusted accordingly.

19
20 This resolution shall become effective upon its passage and approval by law.

21
22 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK JACK,
23 MISSOURI, THIS ____ DAY OF _____, 2021

24

25

26

27

28

ATTEST:

29

30

31

Tina Qualls

32

Acting City Clerk

Norman C. McCourt, Mayor