

AGREEMENT FOR DISPOSAL OF SURPLUS TECHNOLOGY PROPERTY

This agreement is made on the 20th day of February 2019 by and between the City of Norman, Oklahoma, a municipal corporation (the "City") and AfterTech, Inc. ("AfterTech").

WITNESSETH:

WHEREAS, as the City strives to keep current with its technology, it generates obsolete and unwanted e-waste; and

WHEREAS, the obsolete and unwanted e-waste must be disposed of in a way that meets proper destruction techniques; and

WHEREAS, it is important to the City that such e-waste is disposed of in an affordable, environmentally conscious way; and

WHEREAS, recycling e-waste provides the City with an environmentally responsible means to dispose of obsolete and unwanted e-waste provided such disposal meets the requirements and recommendations of the National Institute of Standards and Technology ("NIST"), Criminal Justice Information Services Division, Payment Card Industry Data Security Standard, and the Health Insurance Portability and Accountability Act, among others.

WHEREAS, the City identified six electronic recycling centers in Oklahoma meeting these requirements and sent requests for proposals to such centers.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the City and AfterTech hereby agree as follows:

- I. AfterTech's Obligations. AfterTech will pick up the City's e-waste upon request of the City on an annual, quarterly, or weekly basis. With each pick-up, AfterTech will provide the following:
 - a. Coordination and execution of all shipping logistics from the City to the AfterTech Recycling Facility.
 - b. Data erasure or destruction of all Hard Drives and other media in accordance with Department of Defense and NIST specifications.
 - c. Removal of all City asset tags.
 - d. Certification for sanitization or destruction of all data.
 - e. Certification for all recycling in compliance with Environmental Protection Act standards.
 - f. Costs to the City for disposal and processing of e-waste, if applicable.
 - g. Buy-back costs for surplus assets that are in good condition.
- II. City's Obligations.

- a. The City will provide free and clear title to all assets submitted to AfterTech for pick up and recycling.
- b. The City will provide adequate personnel to assist in the coordination of recovery.

III. Term. The term of this agreement shall be for three (3) years.

IV. Fees.

- a. There are no fees for disposal and processing of e-waste except as provided below:
 - i. Disposal of tube/projection style televisions or CRT monitors - \$10 per item in excess of the number of computer towers being picked up at the same time.
 - ii. Mobile hard drive destruction - \$50 set up fee and \$5 per hard drive.
 - iii. Third Party hard drive data wipe service - \$6 per hard drive per pass (300 hard drive minimum).
- b. Buyback of Surplus Materials. For surplus items in good condition, AfterTech will pay the City based on current market value of such items.

V. Adherence with Standards. AfterTech agrees that it will recycle the City's obsolete or unwanted e-waste in a manner compliant with the National Institute of Standards and Technology standards, along with all applicable State and Federal laws.

VI. Guarantees & Warranties. AfterTech will provide the City with an Indemnify Hold Harmless/Destruction and Recycle Pick Up Agreement substantially similar to the sample agreement attached hereto as Exhibit A, each time it picks up e-waste and surplus equipment. This agreement shall indemnify and hold harmless the City from any claim, action, liability or suit arising from each pick-up event and subsequent recycling.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies and effective on the date executed by the City.

AFTERTECH, INC.

By: *Cindy Shay*

ATTEST:

Name: Cindy Shay

By:

Title: Owner, Administrator

Date: February 20, 2019

CITY OF NORMAN, OKLAHOMA

Approved as to form and legality this ____ day of _____, 2019.

City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 2019.

ATTEST:

Clerk

Mayor

EXHIBIT A – SAMPLE AGREEMENT

Indemnify Hold Harmless / Destruction & Recycle Pick Up Agreement

1. FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the undersigned jointly and severally agree to indemnify and hold harmless the City of Norman (Indemnities) from any claim, action, liability or suit, arising from the following:

Blanket Certificate of Destruction & Recycle

AfterTech, Inc. recycles and destroys electronic equipment according to all State, Federal, NIST standards listed in Publication 800-88 Revision 1 as follows: All hard drives are first physically destroyed upon returning to the office of AfterTech unless requested to be destroyed before leaving customers premises. They are then transported to and destroyed at our R2 Certified Downstream Refinery during the final recycle process which includes melting them down with other hard drives and like metals. The destruction and recycling of all electronic equipment received February 20, 2019 includes but is not limited to:

Computers, Laptops, Monitors, Networking, Video Equipment, Audio Equipment, Batteries, Cables, Misc.

2. In the event of any asserted claim, the Indemnities shall provide the undersigned timely notice of same, and thereafter the undersigned shall at its own expense defend and protect Indemnities against said clients.
3. In the further event the undersigned shall fail to so defend, then in such instance the Indemnities shall have full rights to defend, pay or settle said claim with full rights of recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.
4. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
5. Terms and Provisions. Each individual party to this Agreement represents and warrants to each other party that such party has read and fully understands the terms and provisions hereof and has had an opportunity to review this Agreement in its entirety.
6. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

AfterTech, Inc.

1429 N. Rockwell Ave.
Oklahoma City, OK 73127
(405) 658-6404 or (405) 534-2940
www.AfterTech.net
Recycle@AfterTech.net

Agreement# City of Norman 02/20/2019

7. Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each party to this Agreement will execute and deliver any additional documents and perform any additional acts that may be necessary or appropriate to effectuate and perform its obligations under this Agreement and the transactions contemplated hereby.

8. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

9. Applicable Law. This Agreement shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this agreement on February 20, 2019.

Important:

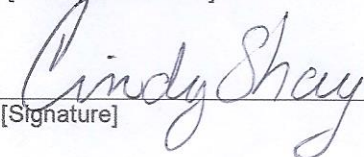
Please double check the equipment set out for recycling. Once picked up, it is difficult to impossible for us to return in the event of a mistake. AfterTech or its employees are not responsible for returning surplus equipment once picked up, recycled, destroyed or leaves the customers (Indemnities) premises.

Cindy Shay
AfterTech, Inc.
1429 N. Rockwell Ave
Oklahoma City, OK 73127
(405) 658-6404

City of Norman
Summer Buesing
Administrative Technician IV
City of Norman
201 W Gray Street Bldg C
Norman, OK 73069
405-307-7108
Summer.buesing@normanok.gov

Cindy Shay, Administrator

[Print Name & Title]



[Signature]

[Print Name & Title]

[Signature]

Thank You for recycling with AfterTech!