

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

RSR Partners, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
4550 Darrow Road
Stow, OH 44224

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY20-125 – Electronic Surplus, Recycle & Disposal (hereinafter referred to as "RFP"); dated August 29, 2019 and amended by Addendum No. 2 dated September 20, 2019; and Addendum 1 dated September 18, 2019, all of which are incorporated by reference herein, for the purpose of receiving proposals for the recycling and disposal of the District's technology equipment; and

WHEREAS, VENDOR offered a proposal to RFP FY20-125 dated September 20, 2019 (hereinafter referred to as "Proposal");

WHEREAS, VENDOR shall provide recycling and disposal of the District's surplus technology, computers and electronic equipment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and shall conclude on December 31, 2024. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two (2) additional one (1) year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **VENDOR Responsibilities:**

- (a) VENDOR shall provide SBBC with services as proposed in its proposal and in compliance with this Agreement, the RFP, and it's Addenda.
- (b) VENDOR shall provide SBBC with reporting details of surplus equipment received, including but not limited to, serial numbers, internal asset tags, barcode information, pictures, receipt of item and resolution of item disposal. This information shall be accessible via an online portal with capabilities to be exported through excel documents.
- (c) VENDOR shall provide SBBC with appropriate packaging for storage and proper transporting of surplus equipment. Packaging material shall include but is not limited to custom packaging containers, Gaylord boxes, pallets or wrapping.
- (d) VENDOR shall conduct all pick-ups in accordance with the SBBC provided schedule. SBBC shall provide Vendor with a schedule to pick up devices no later than forty-eight (48) hours before pick up services are needed, identifying location, time and items for pick-up.
- (e) VENDOR shall provide SBBC the following reports/documents within 45 days of receipt of SBBC devices at VENDOR's facility:
 - a. Receiving report for serialized assets:
 - i. Date of receipt
 - ii. Manufacturer (if applicable)
 - iii. Mode (if applicable)
 - iv. Serial number(s) if applicable
 - v. Description of asset
 - vi. Disposition of asset (sold, recycled, or in inventory)
 - vii. Certificate of destruction (if applicable)
 - b. Receiving report for non-serialized assest:
 - i. Date of receipt
 - ii. Weight or item count
 - iii. Description of asset
 - iv. Disposition (sold, recycled, or in inventory)
 - v. Certificate of destruction (if applicable)

- c. Other reporting as required:
 - i. Freight charges
 - ii. Credit due to SBBC for scrap material received
 - iii. Processing charges due from VENDOR for scrap material received
 - iv. Credit due to SBBC for re-marketable items sold
 - v. Total settlement due and payable to SBBC

- (f) VENDOR shall certify that all items that were destroyed or disposed of were done so in accordance with all state and federal regulations for the disposal of hazardous and non-hazardous material.
- (g) VENDOR shall provide a certificate for each storage device, hard drive and flash drive, certifying that all data has been removed from each device. The removal of data on all storage devices shall follow the National Institute of Standards and Technology (NIST) SP 800-88 Guidelines for Media Sanitization and the Department of Defense guidelines.
- (h) VENDOR shall remove and dispose of approximately 19,000 print devices identified as surplus by the District's Managed Print Services Project. In removing and disposing of the devices, VENDOR shall pick up the devices from the individual school and/or administrative site, adhere to an established schedule of pickup, coordinate with school administrators or their designees on the list of items for pickup, obtain appropriate sign-off that all items have been removed from the individual location, and will identify and notify SBBC of any deviations from the report of surplus items and the actual items picked up.
- (i) VENDOR shall remove and dispose of approximately 180,000 devices identified as surplus by the Districts Computer Refresh Project. To remove and dispose of these devices, VENDOR shall pick up the devices from the individual school and/or administrative site, adhere to an established schedule of pickup, coordinate with school administrators or their designees on the list of items for pickup, obtain appropriate sign-off that all items have been removed from the individual location, and will identify and notify SBBC of any deviations from the report of surplus items and actual items picked up.

2.03 **SBBC Responsibilities.**

- (a) SBBC shall provide the VENDOR with a schedule for pickup of surplus items including but not limited to those surplus items identified by the District's Management Print Services Project and the District's Computer Refresh Project.
- (b) SBBC shall provide the VENDOR with a list/report of items for pickup.
- (c) SBBC shall provide the VENDOR with a sign-off once all surplus items have been removed from each location by VENDOR. Each location shall have an administrator or administrator designee to sign off that all surplus devices have been removed by the VENDOR.

- (d) SBBC shall be responsible for completing Form 3290A. SBBC shall forward the completed Form 3290A and a signed receipt to its Asset Management Department.
- (e) SBBC shall be responsible for performing asset adjustment.

2.04 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP FY20-125 – Electronic Surplus Recycle and Disposal, then;
- Fifth: Proposal submitted in response to the RFP by VENDOR.

2.05 **Cost of Goods.**

SBBC shall receive seventy-five percent (75%) of the proceeds from the sale of all re-marketable assets. VENDOR shall deduct any cost from the District's revenue share associated with the disposal of electronic devices. The cost for disposal of electronic devices shall be calculated as provided for in the schedule attached hereto as **Attachment A**.

2.06 **SBBC Disclosure of Confidential Education Records, Employee Records, and Other Confidential Information.**

- (a) Purpose: SBBC will provide VENDOR with Technology equipment, and electronic devices, including but not limited to computers, printers, and copiers. VENDOR is receiving the equipment to recycle, repurpose or dispose of, as listed in this agreement.
- (b) The equipment that SBBC provides to VENDOR may contain confidential education records, employee records, and other types of sensitive information. Even when this information is deleted by the SBBC user, it may still appear on the equipment and devices.
- (c) VENDOR is considered a "school official" with a legitimate educational interest to receive information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent.
- (d) VENDOR will be required to remove data that may be stored on any hard drive in accordance with National Institute of Standards and Technology (NIST) SP 800-88 Guidelines for Media Sanitization and the Department of Defense guidelines.

2.07 VENDOR Safeguarding Confidentiality of Education Records, Employee Records, and Other Confidential Information.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information, as well as state or federal laws or regulations regarding the confidentiality of employee records or other types of confidential information;

2) hold any education records, employee records, or other types of confidential information in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records, employee records, or other types of confidential information during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record, employee record, or other type of confidential information through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with state and federal privacy requirements;

5) utilize the education records, employee records, or other type of confidential information solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records, employee records, or other types of confidential information by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; employee records, or other confidential information; and

11) securely erase education records, employee records, or other types of confidential information from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of these education records National Institute of Standards and Technology (NIST) SP 800-88 Guidelines for Media Sanitization and the Department of Defense guidelines.

(b) All education records, employee records, and other confidential information shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this

Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Procurement and Warehousing Services
The School Board of Broward County, Florida
7720 W. Oakland Park Blvd. Suite 323
Sunrise, Florida 33351

To VENDOR: Anthony Magistrell, Vice President
RSR Partners, LLC
4550 Darrow Road
Stow, Oh 44224

With a Copy to: Chris Kirby, Director of Business Development
RSR Partners, LLC
2005 Broad Street
Brooksville, Fl 34604

2.10 **Background Screening.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section

1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or VENDOR of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.13 Insurance Requirements. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with

EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.15 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. However, in the event said default

cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric
Abend

Eric Abend

Reason: RSR 2020
Date: 2020.02.14
14:42:44 -05'00'

Office of the General Counsel

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FOR VENDOR

(Corporate Seal)

RSR Partners, LLC

ATTEST:

By *Anthony Magistrelli*

_____, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this February 13, 2020 (date) by Anthony Magistrelli (name of officer or agent, title of officer or agent) of RSR Partners, LLC d/b/a Regency Tech (name of corporation acknowledging), a Ohio limited liability company (state or place of incorporation) corporation, on behalf of the corporation.

He (He/She is personally known to me or produced of Identification) as identification and did/ did not first take an oath this 13 (Type day of February, 2020.

My Commission Expires:

Mark A. Weintraub
Signature - Notary Public

MARK A. WEINTRAUB

Print Notary Public, State of Ohio, Cuyahoga County
My commission has no expiration date.

(SEAL)

Notary's Commission No.

RSR Partners, LLC	
SBBC Commodity Pricing	
Regency Description	Per Lb. Price
PC	\$0.15
LAPTOP - PC	\$0.40
SERVER	\$0.20
CRT TV	(\$0.35)
CRT MONITOR	(\$0.35)
FAX/PRINTER	(\$0.15)
UPS BATTERY BACKUP	\$0.03
NETWORK HARDWARE	\$0.10
HARD DRIVE	\$0.11
MISC. ELECTRONICS	(\$0.25)
APPLIANCES	\$0.00
PRE-SHRED CELL PHONES	\$2.65
PRE-SHRED LOW GRADE BOARD	\$0.10
SERVER RACK	\$0.00
COPIER	(\$0.15)
HOME/OFFICE PHONES	(\$0.15)
ELECTRONIC BREAKAGE	(\$0.10)
DESKTOP - ALL-IN-ONE	\$0.11
THIN-CLIENT	\$0.03
TABLETS	\$0.00
ELECTRONIC BREAKDOWN	(\$0.10)
MISC ELECTRONICS W/ BATTERIES	(\$0.35)
LCD STANDS	\$0.00
CRT GLASS	(\$0.50)
PROJECTORS	(\$0.15)
KEYBOARDS	(\$0.15)
NETWORK HARDWARE - STEEL CASE	\$0.09
NETWORK HARDWARE - PLASTIC	\$0.12
MICE	(\$0.15)
DRILLED/PUNCHED HARD DRIVES	\$0.11
LITHIUM-ION BATTERIES	(\$0.05)
LEAD ACID BATTERIES	\$0.12
LITHIUM-ION LAPTOP BATTERIES	\$0.65
CELL PHONE BATTERIES	\$0.45

The above pricing list identifies the commodity pricing (per pound) for the recycling and/or disposal of SBBC surplus assets. Pricing identified in red with parentheses are the cost for disposal of surplus assets. Pricing for commodities indicated in black are revenue to SBBC for the recycling of marketable assets. All costs and revenues for the disposal and/or recycling of SBBC surplus assets will be applied to SBBC's share of revenue due from re-marketable assets.