



Board of County Commissioners

RESOLUTION AUTHORIZING THE SALE OF UNUSED COUNTY CELL PHONES

WHEREAS, the County of Salem has a number of used cell phones that are no longer being utilized by staff members of Salem County; and

WHEREAS, the Purchasing Agent has determined that the value of these phones is under 15 percent of the bid threshold or \$6,600.00; and

WHEREAS, these phones can be sold at a public sale to the highest bidder under N.J.S.A. 40A:11-36, sale or disposition of personal property and disposal of assets; and

WHEREAS, three quotes were received from vendors that are in the specific business to buy used cell phones; and

WHEREAS, a data removal agreement has been signed to prevent any information left on the devices, be removed for security purposes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Salem as follows:

- 1. The Salem County Board of County Commissioners hereby awards the sale of these cell phones to Pace Butler, the highest bidder, for \$391.00.

[Handwritten signature]

BENJAMIN H. LAURY, Director of the Board of County Commissioners

I hereby certify the foregoing to be a true resolution adopted by the Salem County Board of County Commissioners at its annual reorganization meeting held on March 1, 2023.

[Handwritten signature] STACY L. PENNINGTON Clerk of the Board

RECORD OF VOTE

Table with 7 columns: COMMISSIONER, RESOLUTION MOVED, RESOLUTION SECOND, AYE, NAY, ABSTAIN, ABSENT. Rows include E. Ramsay, C. Taylor, D. Timmerman, G. Ostrum Jr., B. Laury.

✓ Indicates Vote

Department Initials sh/PURCH



PaceButler Corporation Cell Phone Disposal and Data Removal Agreement

PaceButler agrees to provide to Salem County services consisting of the disposal of Salem County owned cell phones, smart phones, tablets, and MiFi devices (herein generically referred to as "cell phones" and/or "devices").—Our services are tailored to our customers' individual needs from collection and pickup to data destruction and environmentally responsible disposal. Let us do the work for you. We have been in business since 1987 and service government agencies, non-profits, municipalities, and law enforcement throughout the U.S.

This Cell Phone Disposal and Data Removal Agreement is made effective as of the date last signed below between PaceButler Corporation, an Oklahoma corporation located at 5915 NW 23rd St., Oklahoma City, OK 73127 and Salem County, located at 110 Fifth Street, Salem, NJ 08079.

Term: This Agreement will commence upon its effective date and shall continue until either party terminates this Agreement upon giving the other party sixty (60) days advance written notice of such termination. Upon a breach of this agreement, the non-breaching party may immediately terminate the agreement without advance written notice.

Pricing: Pricing for services shall be in accordance with PaceButler's current price lists attached hereto. Price Lists update approximately every 10 days and can provided by your account representative.

Shipping: PaceButler will assume all shipping costs and will provide Salem County with prepaid FedEx shipping labels (one label per box). Package pickups can be arranged through Salem County's account representative and can be scheduled at Salem County's convenience for the following business day. Just notify your designated representative once a box is ready and PaceButler will schedule the FedEx pickup.

Security: PaceButler shall maintain a secure facility with numerous security cameras throughout and surrounding the exterior and interior of the building. Access is granted through the use of a passcode being entered on a keypad controlling an electronically locked door.

Processing: Cell phones are tested and a hard reset is performed. All data is cleared from each device and it is evaluated for processing. All recycling is performed in accordance with R2 guidelines governing electronics recycling. Any monetary value from your shipment will be mailed via check. Payments can also be applied as a donation to a charity, non-profit, or organization of your choice. We will provide a donation receipt for each shipment if you choose to utilize this option.

Fast Turnaround: Salem County's shipment will be processed and an itemized statement will be mailed within 10 business days of the phones arriving at our facility.

Data Protection: Customer Data is defined as any personally identifiable information about a Salem County employee or information owned or created by Salem County or a Salem County employee (e.g., photos,

b. Cyber Liability coverage covering Salem County or third-party for economic or financial loss arising out of the work and services performed by Provider, its employees, agents, and consultants in an amount not less than \$5,000,000 USD per claim and \$2,000,000 USD in the aggregate in any policy year. This is to cover any expenses incurred in the event that a data security breach occurs resulting in the compromise of any personal or proprietary data contained on any mobile device received by PaceButler from Salem County.

Indemnification: PaceButler shall defend, indemnify and hold harmless Salem County and the officers, directors, employees and agents of each (collectively, the "Indemnified Parties") against all losses, damages, penalties, judgments, liabilities, settlements and expenses, including reasonable attorney fees and other expenses of litigation, settlement or defense (collectively, "Indemnifiable Losses") arising out of or resulting from any claim, suit, proceeding or cause of action brought by a third party (each, a "Claim") in connection with (a) the negligence or willful misconduct of PaceButler or its employees, agents, servants, subcontractors or contractor; (b) any breach or alleged breach of this agreement by PaceButler; and (c) the failure of PaceButler to comply with any law, statute, ordinance or regulation applicable to the services performed under this Agreement.

PACEBUTLER CORPORATION

Cooper Rayburn

(Name, printed)

Process Manager

(Title)



(Signature)

SALEM COUNTY



(Name, printed)

BENJAMIN H. LAURY

(Title)

COMMISSIONER DIRECTOR

(Signature)