

RESOLUTION

WHEREAS, the Township of West Orange is in need of a company to staff the security post outside the Municipal Courtroom when court is in session; and

WHEREAS, the Township is familiar with and has used the services of Abbry Security LLC since the year 2007 for unarmed security services and has been satisfied with the services they provide the Township's Municipal Court; and

WHEREAS, Abbry Security LLC is a division of First Community Development Corp. of NJ who is an authorized and registered Shelter Workshop; and

WHEREAS, the Township can secure a contract with Abbry Security LLC without the public advertisement of bids pursuant to N.J.S.A. 40A:11-5(n); and

WHEREAS, Abbry Security LLC has proposed to maintain the existing hourly rate of \$15.00 and the duration of this contract will be for 24 months consistent with the terms of the service contract annexed hereto as Exhibit "A."

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township be and is hereby authorized to exercise the service contract with Abbry Security LLC, 187 Cortlandt Street, Belleville, NJ 07109, annexed hereto as Exhibit "A" for the above mentioned rate and term; and it is further

RESOLVED that notice of this resolution shall be published and available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Victor Cirilo,
Council President

Adopted: May 3, 2016

I hereby certify funds are available from: 01-2010-00-5003095
Not To Exceed \$34,000.00 **Account No.**

JOHN O. GROSS, CFO

Abbry Security Company, LLC a subsidiary of First Community Development Corporation of New Jersey Inc.

MUNICIPAL COURT SECURITY CONTRACT

A contract by and between Abbry Security Company, LLC a subsidiary of First Community Development Corporation of New Jersey having its principal place of business located at 187 Cortlandt Street, Belleville, New Jersey 07109, hereinafter referred to as the contractor,

AND

The Township of West Orange, a Municipal Corporation of the State of New Jersey, having its principal place of business located at 66 Main Street, West Orange, New Jersey 07052, hereinafter referred to as the township,

Section 1

It is the intention of Abbry Security to help create jobs and aid in the support of individuals that are disabled & disadvantaged.

The Township of West Orange has developed Courtroom Security Procedures that are in place to protect the Municipal Courthouse, employees of the court as well as citizens involved with various courtroom proceedings.

Section 2 - Work to Be Performed

Abbry Security Company LLC, will provide municipal court security in accordance with the original specifications that are on file which shall include but not be limited to, security screening of all visitors, use of magnetometer and procedures and hand held metal detection processes, monitoring of the courthouse and courtroom, as well as other measures to keep the courtroom and visitors safe.

Section 3 -Security Guards

Abbry Security Company LLC, will provide an appropriate number of unarmed security guards to provide said security services in accordance with and under the direction of the Court Administrator.

Section 4 - Scope of Services:

Abbry Security LLC will provide said services in line with the West Orange Police Department "Security Screening Procedures" dated October 23, 2007. Any deviation from the aforementioned procedures must be requested in writing and approved by the West Orange Police Department prior to deviation. Abbry shall follow all procedures established for Court Security by the West Orange Police Department as currently in existence and as may be amended.

Section 5 - Ability to Perform

Abbry will consider the Township's best interests as its own. If, at any time, Abbry considers its ability to render the best service compromised in any way, it will promptly bring such concerns to the Township's attention so that the parties' relationship will be maintained.

Section 6 - Quality Control

Abbry represents and warrants that it has established policies for quality control which involved the highest levels of its management. Visits and inspections by supervisors and or managers are routine, and follow up, where necessary, is immediate.

Section 7 - Payment for Services

Payment of services prescribed in the proposal dated July 23, 2013 have been amended to an hourly rate of \$15.00 per hour per guard. Payment will be due upon Abbry's submission of duly authenticated payment vouchers, as approved by the Township of West-Orange. Any failure by Abbry to remit a voucher or invoice within thirty (30) days of the services rendered will render void the request for payment.

Section 8 - Contract

This proposal constitutes the complete Contract between the parties. The Contract will remain in full force and effect for two (2) years upon mutual agreement between Abbry and the Township of West Orange. All renewals, extensions, and modifications must be in writing and signed by both parties, and shall be annexed to this agreement.

Section 9 - Insurance

Abbry shall provide and keep in force General Public Liability Insurance with the Municipality named as an additional insured, and Workers Compensation Insurance coverage - both in amounts satisfactory to the Township, but in no event shall the coverage be for less than \$1,000,000 per claim or occurrence. All insurance shall cover all services to be provided hereunder for the term of this Contract and any extensions, renewals or modifications.

The Township of West Orange agrees to enter into this contract for services with Abbry Security. The foregoing terms constitute the complete Contract between the parties, together with any subsequently mutually agreed upon modifications which shall be in writing. This document defines the responsibilities of both parties.

The Municipality agrees that service commenced and will continue for the term specified herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of April ____ , 2016.

IN WITNESS WHEREOF, they have executed this Agreement.

TOWNSHIP OF WEST ORANGE

Robert D. Parisi, Mayor

Date

Attest: _____
Karen J. Carnevale, R.M.C.

Date

CONTRACTOR

Contractor Signature

Contractor Printed Name

Attest

Date