

287-25

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**AGREEMENT FOR ARMED/UNARMED
SECURITY OFFICERS FOR MUNICIPAL COURT SECURITY**

THIS AGREEMENT, dated as of the 9th day of **December, 2025** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the "Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **STERLING SECURITIES.**, (hereinafter referred to as the "Contractor"), having its principal offices at 155 Pompton Avenue, Suite 106 Verona, NJ 07044

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WHEREAS, pursuant to N.J.S.A. 40A:11-4, on October 17, 2025, the Township issued an Invitation to Bid with the Township's Bid Specifications (the "Bid Specifications") seeking bids for its Contract for Armed/Unarmed Security Officers of Municipal Court Security ("Municipal Court Security Services"), annexed hereto as Exhibit "A;" and

WHEREAS, on November 19, 2025, the Contractor submitted a bid in response to the Bid Specifications, annexed hereto as Exhibit "B," seeking award of the Contract for Municipal Court Security Services (the "Contract") for a term of one (1) year with an option for the Township to renew the Contract for either an additional: two (2) additional one-year term; at an hourly rate of \$39.50 per hour per armed security officer or \$27.00 per hour per unarmed security officer; and

WHEREAS, the Contractor's bid contained the lowest hourly rates for both armed security officers and unarmed security officers in accordance with N.J.S.A. 40A:11-4; and

WHEREAS, the Invitation to Bid and contract for Municipal Court Security Services were issued under the "fair and open" process pursuant to N.J.S.A. 19:44A-20.5 and N.J.S.A. 40A:11-4; and

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WHEREAS, the Township shall determine and direct the Contractor regarding the number of armed security officers and unarmed security officers for a total of three (3) security officers providing the Municipal Court Security Services.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, Municipal Court Security consistent with the scope of services as set forth in the Bid Specifications and the Contractor's Bid submitted on November 19, 2025 (the "Bid") consistent with the Township's determination of the number of armed officers and unarmed officers at the hourly rates set forth in the Bid, but which cannot exceed the annual cost of Annual Cost for 2 Armed Security Officers and 1 Unarmed Security Officer at **\$49,608.00** as set forth in the Bid.

2. In the event of any conflicts between the terms and conditions set forth in the Bid Specifications and the Bid, the terms and conditions set forth in the Bid Specifications shall govern.

3. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are

incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the Contractor from the Township, its agents, servants and employees.

6. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

8. This agreement is effective as of **March 1, 2026** and covers the period of March 1, 2026 *through* February 28, 2027. The Township shall have the option to extend the terms of this agreement for two (2) additional one-year terms: (i) from March 1, 2027 through February 29, 2028; and (ii) from March 1, 2028 through February 28, 2029.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

STERLING SECURITIES

Name:

Name:

ATTEST: _

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR SUSAN McCARTNEY

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