AGREEMENT FOR ARMED/UNARMED SECURITY OFFICERS FOR TOWNSHIP OF WEST ORANGE MUNICIPAL BUILDING

THIS AGREEMENT, dated as of this ___ day of **January, 2027**, between the Township of West Orange, a Municipal Corporation, in the County of Essex, in the State of New Jersey, (hereinafter referred to as the "Township"), having its principal offices as 66 Main Street, West Orange, New Jersey; and **STERLING SECURITIES, L.L.C.,** (hereinafter referred to as the "Contractor"), having its principal offices at 155 Pompton Avenue, Verona, New Jersey 07044.

WHEREAS, on or about April 16, 2024, the Township of West Orange (the "Township") issued an Invitation to Bid with the Township's Bid Specifications seeking solicitations for is Contract for Armed/Unarmed Security Officers (the "Contract") for the Township of West Orange Municipal Building at 66 Main Street; and

WHEREAS, on April 30, 2024, a bid was submitted by Sterling Securities, L.L.C., (hereinafter referred to as the "Contractor"), seeking award of the Contract for 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: (i) one (1) additional one-year term; or (ii) two (2) additional one-year terms at an hourly rate of $35.00 per hour armed security officer or $25.00 per hour unarmed security officer; and

WHEREAS, on January 1, 2025, the Township entered into an Agreement for Armed and Unarmed Security Officers for the Township of West Orange Municipal Building for a period of one (1) year; and

WHEREAS, on January 1, 2026 the Township and Contractor extended the Contract for one additional year through December 31, 2026; and

WHEREAS, the Township and Contractor wish to exercise the final one-year extension term from January 1, 2027 through December 31, 2027.

WITNESSETH

1. The Contract hereby covenants and agrees to furnish and deliver to the Township, Security Services consistent with the scope of services set forth in the Bid Specifications and the Contractor's Bid submitted on April 30, 2024 (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 for one Armed Security Officer at an hourly rate of $35.00 per hour as set forth in the Bid for a total of 1960 hours for a year for a total annual contract price of **$68,600**.

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 for 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 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 jurisdiction.

8. This Agreement is effective **January 1, 2027** and covers the period of January 1, 2027 **through** December 31, 2027. This is the final extension. No additional options to extend may be exercised forthwith.

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

Attest:	**Township of West Orange**
_____	_____
Karen Carnevale, Municipal Clerk	By: Mayor Susan McCartney
Attest:	**Sterling Securities, LLC**
_____	_____
By:	By: