

CITY OF VINELAND

RESOLUTION NO. 2018- 157

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EASTERN ARMORED SERVICES, INC., MERCERVILLE, NEW JERSEY FOR ARMORED CAR SERVICES FOR THE CITY OF VINELAND

WHEREAS, there exists a need for armored car services for a one-year period beginning April 23, 2018 through April 22, 2019 for the City of Vineland and Vineland Municipal Court; and

WHEREAS, in accordance with a banking agreement with Ocean First Bank (Bank) the Bank is to provide armored car services for the City of Vineland and Vineland Municipal Court, however so as to provide assurances that the City is held harmless and reimbursed for any losses which may occur during the shipment of currency and checks, an agreement is required between the City of Vineland and Eastern Armored Services, Inc. the armored car service being provided by the Bank which will provide that no cost will be charged to the City for such services and the Bank shall be solely responsible for any such costs; and

WHEREAS, the City of Vineland has certified that such services may be awarded without competitive bidding in accordance with the Local Public Contracts laws (N.J.S.A. 40A:11-1 et seq.); and

WHEREAS, the Local Public Contract Law (NJSA 40A:11-1, et seq.) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vineland as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A-20.5 with Eastern Armored Services Inc. Mercerville, New Jersey for armored car services for the City of Vineland and Vineland Municipal Court commencing April 23, 2018 and ending April 22, 2019 at no cost to the City of Vineland.

2. That this Professional Services Agreement is awarded without competitive bidding in accordance with NJSA 40A:11-5(1)(a) of the Local Public Contracts Law because said services to be rendered or performed require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.

3. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form be placed on file with the Resolution.

4. That a notice of this action shall be printed once in the Daily Journal.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

## EASTERN ARMORED SERVICES, INC. SERVICE AGREEMENT

**AGREEMENT**, made this 20th day of March, 2018 between Eastern Armored Services, Inc., a CORPORATION organized under the Laws of the State of New Jersey (hereinafter called "the **CORPORATION**") having an address of 2145 Nottingham Way, Mercerville, New Jersey 08619, and the City of Vineland, (hereinafter called "the **CUSTOMER**") having an address of 640 East Wood Street, Vineland, NJ 08360.

In consideration of the mutual covenants and payments herein specified, the parties agree as follows:

**FIRST:** For purposes of this Agreement, a "shipment" shall be considered to be one or more packages consigned to single a consignee.

**SECOND:** The CORPORATION agrees to call for securely sealed shipment or shipments said to contain currency, coin, checks, money orders and/or securities and other negotiable items as set forth in Schedule A, addended hereto, and receipt for same. In no event shall the CORPORATION be responsible for any shortage claimed in any such shipment or shipments if the said shipment or shipments is not distinctively labeled and securely sealed.

**THIRD** The CORPORATION further agrees to deliver such shipment or shipments to the consignee designated on the tag or tags affixed to such shipment or shipments.

**FOURTH:** Service provided by the CORPORATION on behalf of the CUSTOMER shall be at such times and places as outlined in Schedule A, addended hereto, along with the rates the CUSTOMER agrees to pay the CORPORATION for such services.

**FIFTH:** Except as provided herein, the CORPORATION shall assume full responsibility for, and shall indemnify the CUSTOMER against the loss of any and all said monies contained in the sealed shipment or shipments up to the value marked on custody and a receipt given until it is delivered to and receipted for by the CUSTOMER or the person designated by the CUSTOMER to give such receipt at the address named; or, if for any reason such delivery cannot be made the CORPORATION'S responsibility shall terminate when the same is delivered back to the CUSTOMER or agent or to other party designated by the CUSTOMER. Actual amounts placed in such shipment or shipments that exceed the stated amount for which a receipt has been issued shall not be insured by the CORPORATION against loss or theft and shall be done at the sole risk of the CUSTOMER. The amount of liability shall not exceed five hundred thousand Dollars, U.S. (\$500,000) per shipment in cash. In addition, the CORPORATION'S liability with regard to checks extends only to the cost of reconstruction. The CORPORATION does not insure the face value of checks.

**SIXTH:** The CORPORATION shall not be liable for any delay or frustration of transportation or delivery caused by fire, strike, riot, labor trouble, accident, Act of God or the government, or any cause unavoidable or beyond the control of, or not arising from the fault or negligence of the CORPORATION.

The CORPORATION shall not be liable for any loss or damage caused by or resulting from:

- (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de Jure or de Facto), or by an authority maintaining or using military, naval or air forces; (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority of forces.
- (2) Any weapon or war employing atomic fission or radioactive force whether in time of peace or war;
- (3) Insurrection, riot, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence, or confiscation, seizure or destruction by order of any government or public authority.

**SEVENTH:** The CORPORATION agrees to pay over promptly to the CUSTOMER an amount equal to all or any part of the money contained in said sealed package(s), up to the value marked on the package(s), which it shall fail to deliver promptly as above specified, except as hereinafter provided. As a condition precedent of any claims hereunder for any loss, the CUSTOMER shall notify the CORPORATION in writing of any claim for loss; but in no event, no more than ten (10) days after delivery of any shipment upon which a loss is claimed, or if not delivered, immediately upon the discovery of such loss or non-delivery by the CUSTOMER in the exercise of due diligence. Failure to notify the CORPORATION in a timely manner as described herein shall be deemed a waiver by the CUSTOMER of any loss or shortage and no account, suit or proceeding to recover for the same shall be maintained against the CORPORATION.

**EIGHTH:** The CORPORATION agrees to assume liability, as hereinafter limited, for any loss, damage or destruction of property (hereinafter called "LOSS") from the time it is received by the CORPORATION until such time it is delivered to the consignee designated by the CUSTOMER to receive same, or in the event of non delivery, until its return to the CUSTOMER; but the CORPORATION does not assume liability for property while in the safe(s) on the CUSTOMER'S premises. The sole liability of the company in the event of loss from whatever cause, except as hereinafter further limited, shall be payment to the CUSTOMER of the declared value as appears on the shipping document, which sum shall not exceed the maximum amount set forth in paragraph 5 of this contract or Schedule "A" whichever is less, for the designated shipment. The CUSTOMER agrees to show proof in the form of register tapes and other documents of the contents of any missing items.

The CUSTOMER agrees with the CORPORATION that in the event of loss, the CUSTOMER will completely cooperate to which it is capable in reconstructing checks constituting a part of said loss and as to said checks, the CORPORATION'S liability except as hereinafter limited shall be the payment to the CUSTOMER of reasonable costs necessary to reconstruct the checks plus where the checks are reconstructed, any necessary costs because of stop-payment procedures.

It is understood and agreed by the parties to this agreement that the words "reconstruct", "reconstructed," and "reconstruction" shall mean to identify the checks only to the extent of determining the face amount of the said checks and the identity of the maker or the endorser of each. Complete cooperation shall include requests by the CUSTOMER to the makers of the missing checks to issue duplicates and in the event the maker refuses to do so, then to assert all its legal and equitable rights against said maker or to subrogate such rights to the CORPORATION and its assigns.

**NINTH:** The CUSTOMER further agrees to arrange to have a shipment or shipments ready for the CORPORATION at the time or times specified and to arrange for its prompt acceptance at place of delivery.

**TENTH:** For the services agreed to in Schedule A, addended hereto, the CUSTOMER or their designated payor agrees to promptly pay the CORPORATION, upon presentation of monthly invoices, the charges set forth in Schedule A plus any applicable State and local taxes. Invoices are mailed or sent electronically on the first of the month of service with payment due by the 20<sup>th</sup> of that month.

**ELEVENTH:** This contract shall take effect on the 23rd day of April 2018 and shall remain in effect for 12 months. For non-municipal services, the contract will continue thereafter from year to year. This contract is subject to the right of either party to terminate by giving the other party written notice at least sixty (60) days prior. The CUSTOMER or their designated payor remain responsible to pay invoices for 60 days following any abrupt cancellation or cancellation prior to a 60 day notice, unless the CORPORATION has breached its obligations under this agreement as a consequence of failures in performance resulting from occurrences within its control.

**TWELFTH:** This contract shall be governed in accordance with the Laws of the State of New Jersey.

**THE CORPORATION WILL NOT PROVIDE SERVICE ON NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, EASTER SUNDAY, MEMORIAL DAY, JULY 4<sup>TH</sup>, LABOR DAY, COLUMBUS DAY, VETERANS DAY, THANKSGIVING AND CHRISTMAS (UNLESS PREVIOUSLY AGREED TO AND SET FORTH IN SCHEDULE "A")**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their proper officers, and duly authorized the day and year first written above.

**EASTERN ARMORED SERVICES, INC.**

**CUSTOMER: City of Vineland**

BY: 

BY: \_\_\_\_\_

TITLE: Operations Manager

TITLE: \_\_\_\_\_

**-SCHEDULE A-**

This schedule is an addendum to and part of the contract entered into this 20<sup>th</sup>  
Day of March, 2018 between, EASTERN ARMORED SERVICES, INC., and the  
City of Vineland, NJ 08360.

**SCHEDULE OF SERVICE:**

A deposit pickup each business day, Monday Through Friday from the following locations, with same day delivery to Ocean First Bank.

- City Hall (Tax Office) located at 640 East Wood Street
- Municipal Court located at 722 E. Landis Ave

**RATES TO BE CHARGED:** \$1008 invoiced monthly and paid by Ocean First Bank

- The CUSTOMER is not responsible for any payment(s) due as part of this agreement.

**SPECIAL REMARKS:** THIS CONTRACT MAY BE CANCELLED BY EITHER PARTY WITH 60 DAYS PRIOR WRITTEN NOTICE.