

RESOLUTION 2023 – 104

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF
MOUNT ARLINGTON, COUNTY OF MORRIS, STATE OF NEW JERSEY,
AUTHORIZING EXECUTION OF A CONTRACT BETWEEN EASTERN
ARMORED SERVICE, INC. AND THE BOROUGH OF MOUNT ARLINGTON**

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor and Administrator/Chief Financial Officer are authorized to execute a Service Agreement between Eastern Armored Service, Inc. and the Borough of Mount Arlington.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the term of said Contract shall be for twelve (12) months, commencing on May 23, 2023 and terminating on May 22, 2024, and shall automatically renew thereafter from year to year until cancelled by either party by giving the other party at least sixty (60) days prior written notice.

I HEREBY CERTIFY this to be a true and correct Resolution of the Mayor and Council of the Borough of Mount Arlington, and adopted on June 7, 2023.

A handwritten signature in black ink, appearing to read 'M. N. Bansch', is written over a horizontal line.

Matthew N. Bansch, Borough Clerk

EASTERN ARMORED SERVICES, INC. SERVICE AGREEMENT

THIS AGREEMENT made this 5th day of May 2023 between Eastern Armored Services, Inc., a **CORPORATION** organized under the Laws of the State of New Jersey ("the **CORPORATION**") having an address of 2145 Nottingham Way, Mercerville, New Jersey 08619, and Mount Arlington Borough (the "**CUSTOMER**") having an address of 419 Howard Blvd., Mount Arlington, NJ 07856. Each of the **CORPORATION** and the **CUSTOMER** may be referred to in this Agreement as a "Party" and collectively as the "**Parties**."

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 one or more packages consigned to a single 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 (collectively "Valuables"), 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 are not distinctively labeled and securely sealed.

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

FOURTH: Service provided by the **CORPORATION** on behalf of the **CUSTOMER** shall be on such day and at such places as outlined in Schedule A, attached hereto as an Addendum to this Agreement, along with the rates the **CUSTOMER** agrees to pay the **CORPORATION** for the 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 Valuables contained in a sealed shipment or shipments up to the value marked on the shipment and the custody receipt given to the **CUSTOMER** until it is delivered to and receipted for by the consignee or the person designated by the consignee to give such receipt at the address named. 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 **CUSTOMER's** agent or to such other party as may be 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 regarding 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 the services related to scheduling, transportation, or delivery caused by fire, strike, riot, labor trouble, accident, Act of God or government, communicable disease/virus, or any cause unavoidable or beyond the control of, or not arising from the fault or negligent act or omission 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 the value of all or any part of the Valuables contained in sealed package(s), up to the value marked on the package(s), when it fails to deliver such shipment 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 within ten (10) days after delivery of any shipment with respect to which a loss is claimed, or if a shipment is not delivered, within ten (10) days following 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 specific loss shall be maintained against the **CORPORATION**.

EIGHTH: The **CORPORATION** agrees to assume liability, as hereinafter limited, for any loss, damage or destruction of property received by it in a shipment, including Valuables ("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 it is returned to the **CUSTOMER**. The **CORPORATION** does not assume liability for valuables while in the safe(s) on the **CUSTOMER's** premises. The sole liability of the **CORPORATION** in the event of Loss from whatever cause, except as hereinafter further limited, shall be payment to the **CUSTOMER** up to the declared value as appears on the shipping document, which sum shall not exceed the maximum amount set forth in paragraph 5 of this Agreement 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 the extent to which it is capable in reconstructing checks constituting a part of the 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, and 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 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, to assert all its legal and equitable rights against said maker or to subrogate such rights to the **CORPORATION** or its assigns.

NINTH: The **CUSTOMER** agrees to arrange to have a shipment or shipments ready for the **CORPORATION** upon **CORPORATION's** agent arrival for its prompt acceptance. Time of service will take place during **CUSTOMER's** regular business hours, shall be undefined for security purposes, and dictated by the volume and uncontrolled travel conditions of the **CORPORATION's** servicing route(s). The **CORPORATION** further does not operate around **CUSTOMER** lunch hours, emergency drills, delayed openings, or early closings.

TENTH: For the Services agreed to in Schedule A, hereto, the **CUSTOMER** or the **CUSTOMER's** representative if a third party, agrees to promptly pay the **CORPORATION**, upon presentation of an invoice or monthly invoices if cost is divided equally over a set number of months, the charge(s) set forth in Schedule A plus any applicable State and local taxes. Additional service fees (ASF) may be charged by the **CORPORATION**, to its **CUSTOMERS** who seek from the **CORPORATION**, physical discovery for physical or electronic delivery of documentation, and/or proof of delivery, and/or processing paperwork if applicable for services provided. **CORPORATION** Invoices are mailed or sent electronically on the first of the month with payment due by the 20th of that month. Failure in providing payment for scheduled services may result in temporary service suspension until payment is received. Subsequent failures to make on-time payments may result in quarterly, or annual (in advance) invoicing, or **CORPORATION's** immediate termination of agreement.

The Parties acknowledge that, if a **CUSTOMER** is a public entity, or the **CUSTOMER** is exempt from payment of taxes, the **CUSTOMER** agrees to provide satisfactory documentation evidencing such exemption. The **CUSTOMER** further agrees to defend and hold the **CORPORATION** harmless from and against any claim that the **CORPORATION** must pay or collect such taxes for the Services, including any interest, penalties, or legal costs.

ELEVENTH: The CORPORATION does not provide service on NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, EASTER SUNDAY, MEMORIAL DAY, JUNETEENTH, JULY 4TH, LABOR DAY, COLUMBUS DAY, VETERANS DAY, THANKSGIVING, DAY AFTER THANKSGIVING, CHRISTMAS, or any related observed days thereof (Fridays/Monday), because of a weekend holiday. Service days (Monday Through Sunday) which may fall on a holiday (corporate/customer/mutual) are excluded from the CORPORATION's monthly pricing. Services following holidays resume with a CUSTOMER's next regularly scheduled day.

TWELVETH: This Agreement shall take effect on the 23rd day of May 2023 and shall remain in effect for twelve (12) months. The Agreement continues thereafter from year to year. If a service is subject to a proposed rate increase, the CUSTOMER and/or CUSTOMER's payor will be notified, and an updated agreement may be sent to the CUSTOMER for execution. This Agreement is subject to the right of either party to terminate by giving the other at least sixty (60) days prior written notice. The CUSTOMER or its designated payor remain responsible to pay invoices for sixty (60) days following any suspensions, abrupt cancellation, or cancellation prior to a sixty (60) day notice unless the CORPORATION has breached its obligations under this Agreement because of failures in performance resulting from occurrences within its control.

THIRTEENTH: Once CORPORATION is active in providing scheduled services as set forth in the "Schedule A", a CUSTOMER may temporarily suspend retained services by submitting a request in writing and for a term of no longer than 90 days if services are unneeded. This due only as a result to such events as outlined in the SIXTH section of this agreement. A monthly charge of 18% from a CUSTOMER's full rate will apply during such occurrences and invoiced as a "Retention Fee."

FOURTEENTH: This Agreement shall be governed in accordance with the laws of the State of New Jersey and the Parties agree to submit to the exclusive jurisdiction of the Superior Court of New Jersey, at a neutral venue, in any dispute arising out of or relating to the Agreement and the Addendum.

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

CORPORATION:

**EASTERN ARMORED
SERVICES, INC.**

BY: Michael J Relak

TITLE: Operations Manager

CUSTOMER:

Mount Arlington Borough

BY: 
Michael Stanzilis

TITLE: Mayor

-SCHEDULE A-

This schedule is an Addendum to, and part of the contract entered as of the 5th day of May, 2023 between Eastern Armored Services, Inc., and Mount Arlington Borough, Mount Arlington NJ 07856.

SCHEDULE OF SERVICE:

A deposit pick up Each Tuesday and Thursday (excluding holidays) with next regular business day delivery to Peapack-Gladstone Bank. (Boonton)

RATES TO BE CHARGED: \$972.00 per month / 12 Mo cycle.

- Rate guaranteed for one (1) year from the start of service.

SPECIAL REMARKS:

**THIS AGREEMENT MAY BE CANCELLED
BY EITHER PARTY WITH SIXTY (60) DAYS
PRIOR WRITTEN NOTICE.**