

Frontline Security and Protection, LLC.

516 Titus Avenue

Rochester, New York 14617

585-288-7080

www.frontlinesecurityny.com

<p>SECURITY SERVICES CONTRACT</p>
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THIS AGREEMENT, hereinafter referred to as "Agreement" is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

The Town of Webster, a municipality organized under the laws of the State of New York, located at the following address:

1000 Ridge Rd
Webster, New York, 14580

and **Frontline Security and Protection, LLC.**, a New York Corporation. located at 516 Titus Avenue in the Town of Irondequoit, State of New York. Security is licensed by the New York Department of State, Division of Licensing Services, **License # 11000228021.**

Hereinafter, "Town" will refer to and be used to describe the following party: The Town of Webster. "Contractor" will refer to and be used to describe the following party: Frontline Security and Protection LLC. Town and Contractor may be referred to individually as "Party" and collectively as "Parties."

RECITALS:

WHEREAS, The Town wishes to retain the Services (as defined) below of the Contractor:

WHEREAS, the Contractor represents that it has the skills, qualifications and expertise required to provide the Services to the Town;

WHEREAS, the Contractor wishes to render such Services to the Town.

NOW, Therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 –SERVICES:

Contractor agrees to provide security and safety services for the Webster Town Court located at 1002 Ridge Rd, Webster NY 14580. Frontline will provide New York State Certified Off-Duty Police Officers who are armed appropriately. The Frontline personnel will actively work to detect and deter any unlawful acts, unauthorized personnel and other courtroom related duties as request by the Webster Town Court Clerk. All Frontline personnel will wear an agreed upon uniform or business attire that meet the standards of the Webster Town Court.

Article 2—LOCATION:

The Contractor shall render Services at the Webster Town Court located at 1002 Ridge Rd Webster NY 14580

Article 3—TERM:

This Agreement shall commence **on May 15, 2024, and shall remain in effect through December 31, 2024**, unless terminated earlier in accordance with the terms of this Agreement.

Article 4 – FEES:

The Town agrees to pay the Contractor an amount of **\$55.00 per hour** per Off-Duty Officer for security and safety services as determined by the Webster Town Court. It is understood that before an invoice may be paid, the Town Board must approve payment of the same. Upon the Town Board's approval of payment of an Invoice the Town shall pay such Invoice within ten (10) days. In order to provide the Town Board adequate time to make Invoice approval an agenda item for a meeting, the Town must receive an invoice no later than the Thursday of the week prior to the week in which a Town Board meeting is scheduled.

Article 5 – PERSONNEL AND INDEPENDENT CONTRACTOR:

It is mutually agreed that the Contractor shall provide all personnel required to render the Services under this Agreement and that such personnel shall be under Contractor's exclusive control and that Contractor shall be required to pay all wages, benefits and taxes relating to such personnel. It is understood that Contractor is an independent contractor and not an agent of the Town, and as such, neither Contractor nor any of Contractor's personnel shall be entitled to apply for or receive any Town employment, retirement or other benefits. No subcontracting will be permitted under this Agreement without prior written approval by the Town.

Article 6 – PROTECTION AND DAMAGE:

Contractor shall exercise care in rendering Services under this Agreement and shall be responsible for all damages to persons and property that occurs as a result of the Contractor's fault or negligence in rendering Services under this Agreement. Contractor shall repair or replace any property, belonging to the Town or to third parties, damaged, destroyed or lost as a result of the Contractor's negligence in rendering Services under this Agreement.

Article 7 – LICENSING AND CERTIFICATIONS:

Contractor must provide the Town proof of New York State certifications for NYS Certified Security Guard Training and appropriate Licensures.

Article 8 – SUSPENSION OR TERMINATION OF AGREEMENT:

The Town shall have the right to terminate the Agreement without cause upon 14 days' written notice. In the event the Town determines that any of Contractor's Services have not been

rendered in conformance with the terms of this Agreement or has committed acts of negligence, Contractor shall be in breach of the contract and the Town may take corrective action as it deems necessary including, but not limited to, immediate termination and withholding or reduction of payment of the Fees. Additionally, in the event of Contractor's breach, the Town shall also have the right to suspend this Agreement upon written notice to the Contractor. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the Contractor shall be afforded an opportunity to respond with an explanation or justification, and/or undertake any reasonable remedial action required by the Town. If, in the sole opinion of the Town the Contractor remains in violation of this Agreement at the completion of the ten (10) day suspension period, the Town shall have the right to terminate this Agreement immediately where upon all obligations of the Town to Contractor shall cease. Any suspension of this Agreement, properly exercised, shall not extend the term of this Agreement. Upon termination, all future rights and obligations under this Agreement shall be deemed terminated, but the terms of the Agreement shall remain in effect with regard to Services rendered and any acts or omissions by Contractor prior to the date of termination. Nothing contained herein shall prevent the Town from pursuing any other remedy, which it may have against the Contractor including claims for damages.

Article 9 – INSURANCE REQUIREMENTS:

The Contractor shall procure and maintain at its own expense throughout the term of this Agreement, insurance of the kind and coverage minimums hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering Contractors Services, acts and omissions relating to Contractor's Services under this Agreement whether performed by the Contractor or by his subcontractors. For purposes of this Agreement, the term "Contractor" shall include the contractor as well as the following: contractor's employees, agents, invitees, subcontractors, etc. The insurance shall be acceptable as to form, content and special conditions by the Town. In addition, all policies required by the Town shall be written on a primary, non-contributory basis with regard to work performed by the named insured. Contractor waives all rights against Town of Webster and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Umbrella Liability, Auto Liability, Professional Liability or Workers Compensation and Employers Liability insurance maintained by the Contractor per requirements stated below.

The Town of Webster must be named as Certificate Holder and added as an Additional Insured on a primary and non-contributing basis on the Commercial General Liability, Automobile Liability and Umbrella Liability policies. Within ten (10) days after Contractor receives notice that he has been selected to provide Services under this Agreement, Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town showing that Contractor has complied with all insurance requirements set forth herein. Contractor's insurance policies shall provide that such policies may not be changed or cancelled until thirty (30) days written notice of cancellation has been given to the Town.

Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder. A copy of the Additional Insured endorsement(s) from the Contractor's Commercial General Liability policy is required to be attached to the certificate of

insurance. Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. Contractor shall obtain the following insurance coverage in no less than the minimum amounts noted:

A. WORKER'S COMPENSATION & EMPLOYERS LIABILITY AND DISABILITY INSURANCE:

A policy covering the operations of the Contractor in accordance with the provisions of the New York Worker's Compensation Law, covering all operations under the Agreement, whether performed by Contractor's employees or Contractor's subcontractors (collectively "Workers"). Such coverage shall include either as part of such Worker's Compensation policy, or as part of a separate policy, coverage for Workers in accordance with that part of the provisions of the New York Worker's Compensation Law known as the Disability Benefits Law and amendments hereto. Coverage shall be at statutory New York Limits.

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

Insurance in no less than the following coverage amounts for the following:

General Aggregate \$2,000,000

Products – Completed Operations Agg. \$2,000,000

Personal & Adv. Injury \$1,000,000

Each Occurrence \$1,000,000

The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.

There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)

C. AUTOMOBILE LIABILITY INSURANCE:

Insurance on the Contractor's motor vehicles covering public liability and property damage in the following coverage amounts:

Business Auto Liability with limits of at least \$1,000,000 Combined Single Limit.

Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

D. UMBRELLA LIABILITY INSURANCE:

Umbrella limits must be at least \$5,000,000.

E. PROFESSIONAL LIABILITY INSURANCE

Professional Liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

Please note: Contractor shall not be relieved of its duty to indemnify Owner in the event that Owner fails to verify Contractor's insurance coverage, Contractor fails to procure or maintain the required insurance, Contractor's insurer fails to provide coverage or policy limits are not adequate to cover the loss sustained.

Article 10 – RELEASE AND INDEMNITY:

Contractor hereby agrees to defend, indemnify and save harmless the Town (including all officers, representatives, agents and employees thereof) (for purpose of this Section, collectively the "Town") against any and all liabilities, loss, damage, injury, detriment, suit, litigation, claim, action, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence

of the carrying out of any of the provisions or requirements of this Agreement, including any additional work or services rendered under the terms of this Agreement, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of any act, conduct, omission, breach, default, negligence or fault of the Contractor, its agents, employees or subcontractors. If a claim or action is made or brought against the Town for which the Contractor may be responsible hereunder, in whole or in part, then the Town shall notify Contractor of the same and Contractor shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this indemnification. In the event of any actual negligence on the part of the Town either causing or contributing to a claim, this indemnification shall be limited to any and all liability imposed over and above that percentage attributable to actual fault on the part of the Town whether by statute, operation of law or otherwise. Where partial indemnity is provided under the contract, attorneys' fees, costs, court costs, expenses and disbursements shall be indemnified on a pro rata basis. Recovery of attorneys' fees, costs, court costs, expenses and disbursements hereunder shall include all those attorneys' fees costs, court costs, expenses and disbursements incurred in defense of any underlying claim, in the enforcement of this indemnity agreement, in the prosecution of any claim for indemnification hereunder and in pursuit of any claim for insurance coverage that the Contractor is required to procure.

Article 11 – GENERAL PROVISIONS:

A. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the state of New York and applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of New York. The parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory by nature.

B. REGULATIONS

Per Federal and State Regulations, Contractor must meet all Federal and State regulations regarding all New York State Department of Labor and OSHA Safety regulations and standards. New York State Department of Labor prevailing wage rates must be followed under this contract. Pursuant to the provision of section 220-A of the New York State Labor Law, as amended, Contractor (and his Sub-Contractors) will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules that have been established, or may hereafter be established or increased, by the New York State Department of Labor during the contract term. Wage schedules are in effect from July 1 through June 30, but may be amended throughout the period. It is the responsibility of Contractor to pay the current wage schedule. Please visit the New York State Department of Labor website at www.labor.state.ny.us for updated schedules.

C. ASSIGNMENT

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

SECTION 4 – MISCELLANEOUS PROVISIONS:

- 4.1** Owner may terminate this Agreement for cause, and shall provide a written explanation for such cause.
- 4.2** Security can terminate this Agreement at any time for non-payment.
- 4.3** All personnel provided by Frontline Security and Protection, LLC. shall be employees of Security, it being agreed that there shall be no employment relationship between Owner and Security or any of its employees. The relationship between Owner and Security shall be of independent contractor. Security shall cause its employees to be insured by worker's compensation, unemployment insurance and any other insurance required by applicable law, it being agreed that Owner shall have no responsibility.
- 4.4** No Frontline Security and Protection, LLC. personnel shall have any direct employment status with the Town of Webster.
- 4.5** Owner agrees to contact John LaClair or his designee with questions or comments concerning the services provided, via email at jlaclair@frontlinesecurityny.com or by phone at (585) 288-7080 during business hours or at (585) 217-1730 after business hours.
- 4.6** Security agrees to comply with the New York State Security Guard Act and shall be in compliance with local, State and Federal Laws.
- 4.7** Security Officers will only perform security functions as mentioned in this Agreement and such other related functions as are inferable from nature of this Agreement.
- 4.8** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New York.
- 4.9** Owner agrees to pay any and all legal fees to Frontline Security and Protection, LLC., if payment is not made and legal proceedings follow.

AGREED UPON on the 15th day of May 2024

_____ **Thomas Flaherty**, Town of Webster

_____ **John LaClair**, Frontline Security and Protection, LLC.