

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **TA17-1227-56**

Date of Adoption **DECEMBER 27/2017**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **HUDLEY**

SECONDED BY **FREDERIC**

SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF IRVINGTON AND IRVINGTON LIBRARY FOR THE PROVISION OF LEGAL SERVICES

WHEREAS, the Township of Irvington, has been in discussions to share services with the Irvington Public Library so as to mutually and respectively reduce the cost of providing such services between the Township and Irvington Public Library; and

WHEREAS, the Irvington Public Library is in need of Certified Attorney to provide legal guidance to the Library; and

WHEREAS; the Township of Irvington, Legal Department has qualified and certified attorneys that can provide this service to the Irvington Public Library; and

WHEREAS, the Irvington Municipal Council finds that it is the public interest to enter a shared service agreement, pursuant to the provisions of NJSA 40A:65-1 et seq., the Uniformed Shared Services and Consolidation Act, to enter such an agreement for security services to be provided by the Township; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a shared-service agreement between the Township and Irvington Public Library is hereby authorized for legal services for two years from January 01, 2018 to January 01, 2020; and.

BE IT RESOLVED Attorney is hereby authorized and directed to review and approve shared-service agreement and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT RESOLVED the Township of Irvington will invoice the Library for this contract and the Library shall remit payment to the Township.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BURGESS, 1ST VICE PRESIDENT	X				INMAN		X		
COX	X				JONES, 2ND VICEPRESIDENT	X			
FREDERIC	X				LYONS, PRESIDENT	X			
DR. HUDLEY	X								

RESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE **DECEMBER 27, 2017**

hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *[Signature]*

DATE **DEC 27 2017**



ADMINISTRATOR ☐ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☐ CF ☐ HEALTH ☐ HOUSING ☐ INIC ☐
 JDGE ☐ LEGAL ☐ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCPD ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☐ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☐
 EC~PB/ZBA ☐ TRAFFIC ☐ ZONING~OFF ☐ DLGS ☐ GNCD ☐ OTHER(S): _____



TOWNSHIP OF IRVINGTON
OFFICE OF THE TOWNSHIP CLERK
MUNICIPAL BUILDING
CIVIC SQUARE
IRVINGTON, NEW JERSEY 07111
Tel: (973) 399-6664
Fax: (973) 416-6417
www.irvington.net

Harold E. Wiener, R.M.C., C.M.C., M.M.C.
Municipal Clerk

December 28, 2017

Timothy Cunningham, Director
Division of Local Government Services
101 South Broad Street
Post Office Box 803
Trenton, N.J. 08625-0803

Dear Director Cunningham:

Enclosed herewith please find a certified copy of a resolution authorizing a shared services agreement with the Irvington Public Library for legal services which was duly adopted by the Municipal Council of the Township of Irvington on December 27, 2017.

Very truly yours,

Harold E. Wiener, RMC, MMC
Municipal Clerk

enclosure (1)

**SHARED SERVICE AGREEMENT BETWEEN IRVINGTON TOWNSHIP AND
IRVINGTON LIBRARY**

In accordance with NJSA 40A:65-1 et seq., the Uniformed Shared Services and Consolidation Act, the Township of Irvington, Essex County and the Irvington Library, Essex County herein agree to the following terms and conditions and say that:

This Agreement is made the January 01, 2018 by and between the Township of Irvington, a municipal corporation of the State of New Jersey, hereinafter referred to as "Provider" and the Irvington Library, a municipal corporation of the State of New Jersey, hereinafter referred to as "Receiver";

WITNESSETH

WHEREAS, this agreement, pursuant to NJSA 40A:65-1 et seq., shall be for the purpose of providing Attorney Service (also referred to as Legal service) to the Irvington Public Library to provide legal service; and

WHEREAS, the Irvington Legal Department has qualified and certified attorneys and is able to provide to Irvington Public Library with legal services in accordance with the terms set forth herein; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 et seq., permits and provides for a mechanism for contracting between local units by enter into a Shared Services Agreement; and

WHEREAS, the Library and the Township agree that it makes financial and geographical sense for the parties hereto to enter into a Shared Services Agreement for the provision of such services; and

NOW THEREFORE, in consideration of the forgoing and subject to the terms and conditions of the following, the parties hereto agree as follows:

1. The Township shall provide one attorney to the Library for attendance at all regular and special meetings, which shall include routine phone call with staff.
2. The Irvington Public Board Attorney shall provide legal advice, research and assistance on any other special matters, which the Library Board and Director may require to be addressed by the attorney.
3. The Irvington Library Board Attorney shall draft all legal documents as may be required including employee contracts, vendor contracts, etc.,.
4. The Irvington Public Library Board Attorney shall represent or advise the Irvington Library Board on any matter in which the Board may have a present or future interest.

5. The Irvington Library Board Attorney shall negotiation all labor contracts and attend personnel dispute hearings.
6. These duties and responsibilities may be changed by the Irvington Township Attorney.
7. Such other matters as may be assigned by the Irvington Public Library Board.
8. This agreement shall be for two year period starting on January 01, 2018 until January 01, 2020.
9. However, either party may terminate this agreement with sixty (60) days' notice to the other party, provided that all fees are paid as required herein.
10. The Receiver shall pay the Provider the annually sum of \$14,000.00 for legal services.

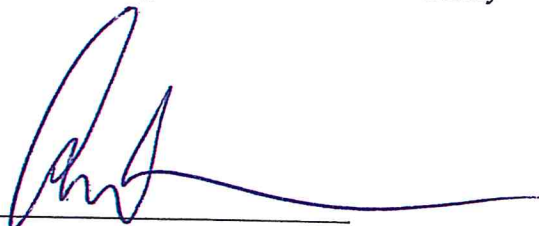
The parties hereto agree to be bound by the provisions of this Agreement and shall deal fairly with other in all matters relating to this Agreement.

TOWNSHIP OF IRVINGTON, PROVIDER:

Attest: _____

Harold Wiener —

Township Clerk



Anthony Vauss

Honorable Mayor

LIBRARY BOARD, RECEIVER

Attest: _____

Library Board President