

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DA 17-0315-19**

Date of Adoption **MARCH 15, 2017**

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

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **FREDERIC**

SECONDED BY **HUDLEY**

SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF IRVINGTON AND THE IRVINGTON PUBLIC LIBRARY FOR THE PROVISION OF SECURITY GUARD 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 unarmed Community Service Officers to provide security and protection of residents when the Library is open; and

WHEREAS; the Irvington Police Department has unarmed Community Service Officers that would be able to provide this service to the Irvington Public Library; and

WHEREAS, the Irvington Municipal Council finds that it is the public interest to enter into 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 security services for two years from May 01, 2017 to May 01, 2019; and.

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

BE IT RESOLVED that the Township of Irvington will invoice the Library on a monthly basis for this contract and the Library shall remit payment to the Township on a monthly basis.

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 | | | | | | | | |

PRESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE **MARCH 15 2017**

I 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 **MAR 15 2017**

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



TOWNSHIP OF IRVINGTON
OFFICE OF THE TOWNSHIP CLERK

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

Municipal Clerk

March 16, 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 the following:

1. Resolution authorizing a shared services agreement with the Irvington Public Library for security guard services.

Very truly yours,

Harold E. Wiener
Municipal Clerk

enclosures (4)

cc: Althea Headley, Q.P.A.

**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 May 01, 2017 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 Community Service Officers (also referred to as CSO) to the Irvington Public Library to provide security and ensure the safety and welfare of its residents while using the Library; and

WHEREAS, the Irvington Police Department has trained and qualified community service officers and is able to provide to Irvington Public Library with security and protection 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 Community Service Officers to the Library on the schedule herein attached to this agreement, said services shall be provided in the same manner and quality that he Township currently provides to its residents and, in this regard, it is understood and agreed the Township shall assume all responsibility for security protection and coverage for the Irvington Public Library.

2. Training of Community Service Officers shall be the sole responsibility of the Irvington Police Department.
3. It is understood and agreed that the Township shall have full powers of performance and maintenance of the Community Service Officers coverage and protection.
4. It is further understood and agreed that the Township's Police Department shall be under the exclusive authority and control of the Public Safety Director. The Library shall report all complaints, requests, instructions or other lines of communication to the Director of the Public Safety in writing.
5. By way of further explanation, the Community Service Officers shall provide the following services:-
 - A. The Community Service Officers function, including but not limited to, property checks of the beginning before and end of each shift.
 - B. The CSO shall monitor patrons behavior, noise level, safety of staff and public. The CSO should direct all patrons with questions about library procedures to the appropriate staff.
 - C. CSOs are to tell the reference and circulation desk when they are taking a 15-minute break or leaving the area for any reason.
 - D. Minimize standing behind the front desk or in the circulation office. Please do not talk excessively with staff members.
 - E. CSOs are requested not to use the Library phones or receive personal phone calls except in an emergency.
 - F. There is an ordinance (Township Code Chap. 133) against loitering and other disruptive behavior in the Library. The Library has a policy regarding patron conduct as well. It spells the behavior that is not permitted. The ordinance and policy are posted on the wall across from the circulation desk.
 - G. Visually inspects windows bars, doors, locks and other fixtures to ensure they are secured or properly locked and have not been tampered with.
 - H. Inspects assigned areas for those conditions that may contribute to fire and sees that the fire extinguishers are in place and operational.
 - I. Observes odors in the building or on the grounds to detect source of smoke, gas seepage, and so forth.
 - J. Listens for unusual sounds to detect leaking plumbing, breakage of glass, tampering of locks or windows or so forth.
 - K. Searches designated areas for explosive devices using flashlight and precautionary measures not to disturb potential explosives and notify bomb disposal unit.

- L. Puts out fires using fire extinguisher or notifies fire department if a major fire is happening.
- M. Patrols grounds adjacent to the library to detect hazards such as fire, theft, vandalism and so forth.
- N. Observes departing individuals who carry unusually large packages or bundles to prevent the theft of library property such as office equipment, computers, books, films, videos, compact disks and so forth and determines if the individual warrants searches.
- O. After normal operating hours escorts employees to their automobile in the parking lot to ensure their safe departure.
- P. Removes unwilling person from premises after issuing verbal warning (usually) regarding a rule violation concerning disorderly conduct, loitering, unauthorized entry and so forth.
- Q. Other assignments may be assigned by the Public Safety Director or his designee.
- R. Accompanies detainees such as suspicious or disorderly persons to designated or restricted area for holding until police arrives.
- S. Ensure the keeping of library rules and upon staff request notify patrons of library's rules.
- T. Observe individuals entering and leaving premises to ensure their safe and orderly conduct.
- U. Gives verbal warning to individuals of regulations such as those pertaining to disorderly conduct, loitering, or smoking to ensure enforcements of rules intended to protect the building and its occupants.
- V. Tells occupants of building to evacuate premises and warns about impending danger from explosives, fires and so forth to ensure an orderly and safe exit.
- W. Gives instructions to occupants for prompt evacuation and of safe area for assembly.
- X. Gives simple answers to persons who inquire about the location of persons or services available, physical layout of facility, and so forth.
- Y. Prevents entry or use of a restricted area by certain vehicles by using hand signals or explaining to drivers the regulations or rules that prohibit entry.
- Z. Questions suspicious persons and may detain those persons who violate agency rules, regulations and pertinent law reports to supervisor or designee using walkie-talkie or telephone any unusual conditions or malfunctioning of equipment such as heating or plumbing system equipment and so forth, or takes temporary measures to correct malfunction to prevent further damage to building

These duties and responsibilities may be changed by the Public Safety Director.

6. Additional responsibilities are included in the General Orders, herein attached.
7. This agreement shall be for two year period starting on May 01, 2017 until May 01, 2019.
8. 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.
9. The Receiver shall pay the Provider the monthly sum of \$2,666.67 for security 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

GENERAL ORDERS

THE IRVINGTON PUBLIC LIBRARY HAS 'O' TOLERANCE POLICY TO DISRUPTIVE BEHAVIOR, CAUSING DISTURBANCE, LOITERING ON THE PORTICO, LOITERING INSIDE THE LIBRARY AND CAUSING A NUISANCE IS ABSOLUTELY NOT ALLOWED. PLEASE ASK THE PERSON TO LEAVE IMMEDIATELY. ANY PERSON WHO SHALL REFUSE TO LEAVE AFTER BEING ORDERED TO DO SO BY A POLICE OFFICER, LIBRARY ADMINISTRATOR OR COMMUNITY SERVICE OFFICER SHALL BE IN VIOLATION OF CHAPTER 139 OF THE NUISANCE ORDINANCE AND SHALL BE PENALIZED.

PROCEDURES:

You must inform staff personnel when leaving your post.

Personal time is not allowed.

Library employees will handle library matters.

CSO will handle security matters.

Always inform staff when leaving your area.

Community Service Officers shall not engage in fraternization with staff or patrons. Please minimize conversations with the staff

There is absolutely **NO EATING OR DRINKING** in the library except in the Cafe'.

Rounds are to be made as directed by the Director or his/her designee.

CSO will report for duty in time to be at their posts at their prescribed shift time. If for some reason they are unable to be on time, they must inform their company who will inform the library at the appointed time of the shift.

CSO will report for duty in full uniform in a neat and clean manner. Bodily appearance shall be neat and clean. No hat shall be worn unless it is part of the uniform.

CSO will respect all library rules about smoking and will enforce such rules where violations are noted.

CSOs are not permitted to on desk, counters or other furnishings.

CSOs will not make personal phone calls on library telephones nor will they receive such calls. Business calls will be kept to a minimum. CSOs are not to receive personal visitors during assigned working hours.

CSOs are not permitted to bring in radios, televisions, books, magazines or newspapers nor read any library materials while on duty

CSOs will thoroughly familiarize themselves with the facility, including all entrances and exits.

CSOs shall remain at their assigned posts until properly relieved.

The following activities by any CSO will be caused for immediate removal from the library. Whenever removal is warranted, a replacement CSO will be assigned immediately;

Gambling or permitted gambling on the premises.

Drinking alcoholic beverages or permitting same on properties.

Reporting for duty in an intoxicated condition.

Solicitation for any purpose during working hours.

Sleeping on duty.

Possession and/or use of a controlled dangerous substance.

When requested by the Library, for any reason that are deemed to be detrimental.

At no time shall any CSO post be unattended or abandoned.

HOURS OF SERVICE

The Irvington Public Library is opened for service to the public Monday – Saturdays. Additional hours may be needed for programs and special events.

Community Service Officers Daily Schedule (2)

| | |
|-----------|----------------------|
| Monday | 11:00a.m. – 7:30p.m. |
| | 2:30p.m. - 9:00p.m. |
| Tuesday | 11:00a.m. – 5:30p.m. |
| | 2:30p.m. - 9:00p.m. |
| Wednesday | 2:30p.m. – 5:30p.m. |
| Thursday | 11:00a.m. – 5:30p.m. |
| | 2:30p.m. - 9:00p.m. |
| Friday | 11:00a.m. – 5:30p.m. |
| | 2:30p.m. - 5:30p.m. |
| Saturday | 11:00a.m. - 5:00p.m. |