

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DA18-0424-11**

Date of Adoption **APRIL 24, 2018**

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

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **HUDLEY**

SECONDED BY **LYONS**

SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF IRVINGTON AND IRVINGTON LIBRARY FOR THE PROVISION OF PURCHASING SERVICES; SPECIFICALLY THE SERVICE OF A QUALIFIED PURCHASING AGENT (QPA)

WHEREAS, the Township entered into the shared service agreement with the Library for QPA service on June 14, 2016; and

WHEREAS, the shared-service agreement was for a period of two years, which will expired on June 15, 2018; and

WHEREAS, the Township of Irvington and the Library would like to extend the shared service agreement for four years under the same terms and conditions of the original agreement; and

WHEREAS, the Library Board of Trustees 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 QPA 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 Library Board is hereby authorized for a Qualified Purchasing Agent (QPA) service.

BE IT RESOLVED that this shared-service agreement shall start on June 16, 2018 and expire on June 15, 2022; 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 that the Irvington QPA - Althea Headley is, by virtue of entering this QPA shared service agreement is appointed the QPA for the Irvington Library and a copy of this resolution along with Althea Headley's QPA license will be submitted to Division of Local Government Service.

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 *Al Lyons* MUNICIPAL CLERK *Althea Headley* DATE **APRIL 24, 2018**

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

MUNICIPAL CLERK *Althea Headley*

DATE **APR 24 2018**

ADMINISTRATOR ☒ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☐ CF ☐ HEALTH ☐ HOUSING ☐ INIC ☐ IDGE ☐ LEGAL ☒ LIBR ☒ LICEN ☐ MAYOR ☐ NPP ☐ OCDP ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☐ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☒ C~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

April 25, 2018

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 purchasing services which was duly adopted by the Municipal Council of the Township of Irvington on April 24, 2018.

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 June 16, 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 qualified purchasing agent (QPA) service by the Township of Irvington to Irvington Library Board so as to permit the Library Board to comply with the provisions NJSA 40A:11-9 commonly referred to as the Qualified Purchasing Agent Law, and to continue develop best practices in the Library consistent with the Local Public Contracts Law., NJSA 40A:11-1 et seq; and

WHEREAS, the Irvington Library Board desires to comply with the provisions of New Jersey Local Finance Notices regarding the updated Qualified Purchasing Act Law(LFN 2011-15, dated May 5, 2011), which provides that a QPA may be appointed through a "shared service agreement", which the Township of Irvington is in full compliance with; and

WHEREAS, The Library Board desires to pay the Township of Irvington for said QPA services and thereby avoiding hiring a new employee; and

WHEREAS, the Township of Irvington desires to provide the services of it's QPA, Althea Headley, to the Irvington Library Board so as to provide efficient government services and continue the Township's effort of providing the highest quality of administrative 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 Provider's QPA is designated and appointed the statutorily authorized and recognized Qualified Purchasing Agent (QPA) for the Receiver.
2. The duly licensed QPA shall carry out, supervise and direct all public purchasing activities with the Township's Finance Department and other departments and offices of the Receiver
3. The QPA shall assess the public purchasing system of the Receiver and purchasing needs, practices and audit controls of Irvington Library Board (with a specific focus on compliance with the Local Public Contracts Law). The QPA shall make recommendations and issue procedures to save Township taxpayers money.
4. The Provider and its QPA shall allow for on-site visits to the Receiver a minimum of one-half day per week.
5. The Receiver shall, to the extent practical, permit secure remote access to the financial system of the Receiver, regarding purchasing activities of the receiver.
6. The QPA shall report to the Library Board of Trustee or his designee, regarding the Board activities.
7. The Receiver shall indemnify and hold harmless the Provider, and by extension, the QPA from any purchases made in the violation, by the Receiver, of the Local Public Contracts Law.
8. This agreement shall cover the provision of QPA services, described herein, for two year period starting on June 16, 2018 until June 15, 2022.
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 monthly sum of \$2,916.66 for QPA 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.

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TOWNSHIP OF IRVINGTON, PROVIDER:

Attest: _____

Harold Wiener

Township Clerk

Anthony Vauss

Honorable Mayor

LIBRARY BOARD, RECEIVER

Attest: _____

Library Board President