

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Neptune City COUNTY: Monmouth

RECIPIENT: Borough of Manasquan COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Joint Purchasing

EFFECTIVE DATE: January 2017

EXPIRATION DATE: 12/31/2022

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

JOINT PURCHASING SYSTEM AGREEMENT

AGREEMENT FOR A JOINT PURCHASING SYSTEM

This Agreement made and entered into this 7th day of August, 2017, by and between the Borough of Neptune City and the Borough of Bradley Beach, the Borough of Avon by the Sea, the City of Asbury Park, the Borough of Belmar, the Borough of Spring Lake, the Borough of Spring Lake Heights, the Borough of Sea Girt, the Borough of Manasquan, the Borough of Brielle, the Township of Neptune, and the Township of Wall to participate in a Joint Purchasing System.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-10*, specifically authorize two or more contracting units to enter into a Joint Purchasing Agreement for the provision and performance of goods and services; and

WHEREAS, the Borough of Neptune City is conducting a voluntary Joint Purchasing System with other authorized contracting units utilizing the administrative purchasing services and facilities of the Borough of Neptune City; and

WHEREAS, this Joint Purchasing Agreement is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution; and in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced jointly may include Equipment for the purpose of training purposes, including but not limited to Simunitions, and such other items as two or more participating contracting units in the system agree can be purchased on a joint basis.
2. The items and classes of items which may be designated by the participating contracting units hereto shall be purchased jointly for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the System's registration and annually thereafter, on the anniversary of the systems registration and shall publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9*

(a) in its official newspaper normally used for such purposes by it to include such information as:

- (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned the Joint Purchasing System.
 - (E) The expiration date of the Joint Purchasing Agreement.
4. The specifications shall be prepared and approved by the Lead Agency, and no changes shall thereafter be made. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units.
 7. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item.
 8. The award shall result in only the Lead Agency entering into a formal written contract(s) directly with the successful bidder(s).
 9. The Lead Agency on behalf of each participating contracting unit shall certify the funds available for all the needs ordered under a particular contract(s); issue all purchase orders in its own name directly to the successful vendor(s) against said contract; and be invoiced by and receive statements from the successful vendor(s).
 10. The Lead Agency shall be responsible for payment for any items ordered, or for performance generally, by any other participating contracting unit. Each participating contracting unit, however, shall be required to accept its own deliveries.
 11. No participating contracting unit in the Joint Purchasing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
 12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.

13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. It is further agreed that upon notification by the Lead Agency that it is about to award a contract to a vendor on behalf of itself and participating agencies, each participating agency shall issue a purchase order and make payment in advance to the Lead Agency for its respective portion of the pending contract. The Lead Agency shall hold such advance payment in trust for the purpose for which it was made in accordance with *N.J.A.C. 5:34-7.14(d)6iii* and shall promptly return any unneeded portion.
15. This Agreement shall become effective on January 2017 subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
17. This Agreement shall be binding upon and ensure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY: Borough of Neptune City, NJ

BY: Edward G. Donovan Tamara Brown ^{*}
 (NAME AND TITLE)

FOR THE PARTICIPATING UNIT:

BY: Edward G. Donovan
 (NAME AND TITLE)
 MANASQUAN