

**SALEM COUNTY JOINT PURCHASING SYSTEM
AGREEMENT FOR A JOINT PURCHASING SYSTEM**

This Agreement made and entered into this ___ day of _____, 20_____, by and between the, County of Salem (“Lead Agency”) and _____ (“Participating Contracting Unit(s)”), to participate in a Joint Purchasing System, Identifier #299SCJPS,.

W I T N E S S E T H

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 County of Salem is conducting a voluntary Joint Purchasing System with other authorized contracting units utilizing the administrative purchasing services and facilities of the County of Salem; 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 are for the sheltering of animals (dogs and cats), which shall be exclusive of animal control services, and such other related 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 system's registration 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 (Identifier #299SCJPS).

(E) The expiration date of the Joint Purchasing Agreement.

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the quantities desired, the location for delivery and any other requirements, to permit the preparation and filing of specifications as provided by law.
5. 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. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units.
8. 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.
9. The award shall result in only the Lead Agency entering into a formal written contract(s) directly with the successful bidder(s).
10. 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).
11. 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.
12. The provisions of Paragraphs 7, 8, 9, 10 and 11 above shall be quoted or referred to and sufficiently described in the specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting unit.
13. 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.

14. 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.
15. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
16. **It is agreed that the participating contracting unit shall pay the Lead Agency an annual fee of \$ _____ as its estimated prorated share of the administrative costs incurred by the Lead Agency. This amount shall be paid within thirty (30) days from the receipt of billing from the Lead Agency. In the event this estimated prorated share should prove insufficient, each party agrees to pay an additional prorated sum to be determined by all of the participating units.**
17. 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.
18. This Agreement shall become effective on _____ 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.
19. 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.
20. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.

Comment[Jeffrey Ridgway JR1]: Please input the 2025 budget amount for animal sheltering specifically. You need not remit 100% of it to us immediately, as we are sensitive towards everyone's cash needs. 50% can be paid, and funds will be held in trust and either used for your animals or returned at year-end.

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.

ATTEST

COUNTY OF SALEM

Name: _____

Name: _____

Date: _____

ATTEST

By: _____

Name: _____

Name: _____

Date: _____