

11/4/15

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF
GLOUCESTER AND BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL
DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF
GLOUCESTER**

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this 21st day of October, 2015, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County"), and the **Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester** (hereinafter "the Board").

RECITALS

WHEREAS, this Agreement, pursuant to N.J.S.A. 40A:65-1 et. seq., shall be for the purpose of providing qualified purchasing agent ("QPA") services by the County to the Board so as to permit the Board to comply with the provisions N.J.S.A. 40A:11-9 commonly referred to as the Qualified Purchasing Agent Law, and to continue to develop best practices at the Board consistent with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq., and Public Schools Contracting Law, N.J.S.A. 18A-1 et. seq., and

WHEREAS, the Board desires to comply with the provisions of New Jersey Local Finance Notice 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 services agreement", and which the County is in full compliance with; and

WHEREAS, the Board desires to pay the County for said QPA services, thereby avoiding hiring a new employee; and

WHEREAS, the County desires to provide the services of its QPA, Peter Mercanti, to the Board so as to provide efficient government services and continue the County's effort of providing the highest quality of administrative services.

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

AGREEMENT

1. The County's QPA is designated and appointed the statutorily authorized and recognized Qualified Purchasing Agent (QPA) for the Board.
2. The duly licensed QPA shall carry out, supervise and direct all public purchasing activities with the departments and offices of the Board.
3. The QPA shall assess the public purchasing system of the BOARD and the purchasing needs, practices and audit controls of the County (with specific focus on compliance with the Local Public Contracts Law and Public School Purchasing Laws). The QPA shall make recommendations and issue procedures to save County taxpayers money.
4. An employee of the County designated by the QPA is to be present at the Board fulltime 5 days per week to facilitate QPA activities at the Board.

5. The QPA and the employee designated by the QPA to work full time at the Board shall report to Michael Dicken, Superintendent or his designee, regarding Board's activities.

6. The Board shall indemnify and hold harmless the County, and by extension, the QPA, from any purchases made in violation, by the Board, of the Local Public Contracts Law and Public Schools Contract Law.

It is further Agreed that:

7. This Agreement shall cover the provision of QPA services, described herein, for a ten year period of November 1, 2015 to October 31, 2025. However, either party may terminate this Agreement on December 31, 2016 with a minimum 60 days notice to the other party. After December 31, 2016 either party may terminate this Agreement with a minimum of 90 days notice to the other party, provided that all fees are paid as required herein.

This Agreement shall renew for another 10 year term by mutual written consent.

8. The Board shall pay the County the yearly sum of \$30,000.00 for the QPA services and this fee shall be paid quarterly (\$7,500.00), with the cost shared evenly between Gloucester County Special School District and Gloucester County Vocational-Technical School District (\$15,000.00 each annually and \$3,750.00 quarterly).

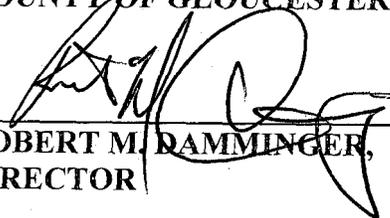
The parties hereto agree to be bound by the provisions of this Agreement and shall deal fairly with the other in all matters relating to this Agreement.

ATTEST:



CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER



ROBERT M. DAMMING,
DIRECTOR

ATTEST:

BOARD OF EDUCATION OF THE SPECIAL
SERVICES SCHOOL DISTRICT AND THE
VOCATIONAL SCHOOL DISTRICT OF
THE COUNTY OF GLOUCESTER



MICHAEL C. DICKEN, SUPERINTENDENT