

SHARED SERVICES AGREEMENT

BY AND BETWEEN

THE BOARD OF EDUCATION OF THE TOWNSHIP OF BURLINGTON AND THE BOARD OF EDUCATION OF GLASSBORO, REGARDING CERTAIN INFORMATION TECHNOLOGY SERVICES AVAILABLE FROM PITT BULL SECURE TECHNOLOGIES.

P R E A M B L E

WHEREAS, as of this 13th day of October, 2021, pursuant to the requirements of the *Uniform Shared Services and Consolidation Act*, N.J.S.A. 40A:65-1 *et seq.* (hereinafter referred to as the “Act”), the Board of Education of the Township of Burlington in the County of Burlington, New Jersey (“Burlington”) and the Board of Education of Glassboro in the County of Gloucester, New Jersey (“Glassboro”) have entered into this agreement (the “Agreement”), authorizing Glassboro to assume all the rights, privileges and responsibilities of a contract that currently exists between Burlington and Pitt Bull Secure Technologies (“Pitt Bull”); and

WHEREAS, Burlington and Glassboro are sometimes collectively referred to hereinafter as the “Parties,” or individually as the “Party”; and

WHEREAS, the Parties are encouraged to enter into this Agreement by the Act which states that the “new shared services statute . . . can be used to effectuate agreements between local units for any service or circumstance intended to reduce property taxes through the reduction of local expenses”; and

WHEREAS, Burlington wants to offer to Glassboro a contract with Pitt Bull, which includes Burlington’s Competitive Contracting RFP specifications, entitled “Comprehensive Professional Management Services Technology Infrastructure On-Site Support and Management” and Pitt Bull’s bid prices that Burlington received in November 2019 and any extension to this contract (collectively, referred to herein as the “Pitt Bull Contract”) to Glassboro; and

WHEREAS, the Pitt Bull Contract was awarded in accordance with the requirements of the *Public School Contracts Law*, N.J.S.A. 18A:18A-1 *et seq.*; and

WHEREAS, the Pitt Bull Contract is attached to the Agreement as Exhibit “A”; and

WHEREAS, pursuant to the Act and this Agreement, Burlington is extending its rights, privileges, and responsibilities of the Pitt Bull Contract to Glassboro by incorporating such Contract in its entirety as if it were set out in full in this Agreement; and

WHEREAS, Burlington has approved the execution of this Agreement by resolution adopted on **October 13, 2021**, and **Glassboro** has approved the execution of this Agreement by resolution adopted on **October 20, 2021**;

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

Section 1. Burlington agrees to authorize **Glassboro** to utilize the **Pitt Bull** Contract as if **Glassboro** were a party to such Contract, providing **Glassboro** with the Contract's rights, privileges, and responsibilities. Such authorization extends to the bid prices in the **Pitt Bull** Contract.

Section 2. **Glassboro** agrees to accept the terms and conditions of this Agreement and the **Pitt Bull** Contract.

Section 3. **Glassboro** agrees to pay Burlington an administrative fee for entering into this Agreement. Such fee will be 5% of the contract price agreed to between **Glassboro** and **Pitt Bull** and will be paid within 30 days of the agreed contract price.

Section 4. The Parties hereby covenant that they each possess commercial general liability insurance during the term of this Agreement. Unless higher limits are requested, such insurance shall be in the amount of \$1,000,000 per occurrence. The Parties agree to hold harmless and agree to defend the other Party, against any and all claims which may arise as a result of a Party's negligence, conduct or action. The Parties agree to hold harmless and defend against any and all claims which may arise as a result of the personal injury to another person, which is caused by a Party's negligence, conduct or action. The Parties waive their respective rights to sue the other Party for any injuries which may result from the other Party's negligence, conduct or action.

Section 5. The term of this Agreement shall coincide with the term of the **Pitt Bull** Contract with Burlington, including all extensions of such Contract. Either Party can terminate this Agreement for any reason by providing 90 days written notice to the other Party.

Section 6. Neither Party shall assign the rights and obligations under this Agreement without the prior written consent of the other.

Section 7. This Agreement, when executed, shall constitute the entire understanding between the Parties with respect to the subject matter hereof and shall supersede any prior agreements between the Parties with respect thereto. This Agreement may be signed in counterparts.

Section 8. This Agreement may not be amended by either party, unless such amendment is in writing and signed by both parties to this Agreement.

Section 9. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

Section 10. Any written notice required under this Agreement should be provided to the Business Administrators of the respective Parties. Electronic or telecopied notices are acceptable.

Section 11. The waiver of a breach of any provision of this Agreement by either Party shall not operate or be construed as a waiver of any subsequent breach.

Section 12. If any provision of this Agreement shall be or become invalid under the laws of the State of New Jersey, such invalidity shall not affect the validity or enforcement of the remainder of this Agreement.

Section 13. During the implementation of the terms and conditions of this Agreement, any ambiguities or disagreements by the Parties will be attempted to be resolved in accordance with the overall goal of this Agreement—namely, to enhance the information technology services of **Pitt Bull**. For that reason, this Agreement shall be construed liberally to effectuate the intent and purpose of its Parties. All powers herein granted shall be broadly interpreted by the Parties and not as a limitation of any their respective powers or purposes.

Section 14. Pursuant to the requirements of the Act, Burlington will file a signed copy of this Agreement with the Division of Local Governmental Services, New Jersey Department of Community Affairs for informational purposes only.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly elected or appointed officials, as of the date first above written but on the date set forth below.

[SEAL]

BOARD OF EDUCATION OF THE TOWNSHIP OF
BURLINGTON IN THE COUNTY OF BURLINGTON,
NEW JERSEY

By _____
President

Attest:

By: _____
Nicholas Bice, Secretary

[SEAL]

THE BOARD OF EDUCATION OF GLASSBORO IN
THE COUNTY OF GLOUCESTER, NEW JERSEY

By _____
President

Attest:

By: _____
Lisa Ridgway, Secretary

Exhibit A

(attached the Board of Education of the Township of Burlington's "Comprehensive Professional Management Services Technology Infrastructure On-Site Support and Management" specification, dated October 2019, and Pitt Bull Secure Technologies, Inc. Base Proposal Sheet)

**Exhibit B
Spreadsheet of costs**