

## SHARED SERVICES AGREEMENT

**WHEREAS**, the Tewksbury Township Board of Education, with 173 County Rd 517, Califon, New Jersey (herein referred to as “Tewksbury”), and the Readington Township Board of Education, with administrative office at Holland Brook School, 52 Readington Road, Whitehouse Station, New Jersey (herein referred to as “Readington”), are desirous of sharing pupil transportation services; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. Seq., authorizes local units of government to enter into such arrangements;

**NOW, THEREFORE**, be it agreed, as follows:

1. **Duration:** This agreement shall be in effect for the period July 1, 2021 through June 30, 2022, subject to extension of renewal by written mutual agreement of the parties.
2. **Services to be Performed and Scope of Performance:** Tewksbury’s Transportation Coordinator shall maintain general supervisory authority over Tewksbury’s pupil transportation operations, and Readington’s Transportation Dispatcher shall maintain general supervisory authority over Readington’s pupil transportation operations. Each respective district shall also maintain day-to-day supervision and control of their own district’s transportation employees. The Readington and Tewksbury School Business Administrators may provide input into the performance of Tewksbury’s Transportation Coordinator and Readington’s Transportation Dispatcher concerning day-to-day performance for consideration by the other district, as warranted. Tewksbury shall provide coverage for Readington transportation routes on an as needed basis when availability exists, and Readington shall provide coverage for Tewksbury transportation routes on an as needed basis when availability exists. This shall include regular or special education transportation routes, athletics, field trips or other routes as mutually agreed upon based on need.
3. **Ownership and Housing of Buses:** Readington’s buses shall be stored at facilities owned and under the control of Readington, and Tewksbury’s buses shall be stored at facilities owned and under the control of Tewksbury.
4. **Cost and Payment Procedures:** Readington shall pay Tewksbury the hourly rate of any bus driver assigned by Tewksbury to cover a Readington transportation route. Tewksbury shall pay Readington the hourly rate of any bus driver assigned by Readington to cover a Tewksbury transportation route. If a need arises for consistent, extended coverage beyond thirty (30) concurrent days, a separate calculation of actual costs shall be created by the providing district and pricing mutually agreed upon by the receiving district. Invoices shall be sent monthly, and paid within a reasonable timeframe not to exceed sixty (60 days) of invoice date. All invoices for the school year shall be sent within two weeks of June 30<sup>th</sup> to allow for appropriate financial book closure.
5. **Indemnification and Insurance:** To the maximum extent permitted by law, Tewksbury and Readington will indemnify and hold each other, as well as the respective Township I which they are located, harmless with respect to any claims for personal injury, property

damage or economic loss attributable to the actions or omissions of the other's employees, agents or representatives. Both parties shall maintain full and complete liability insurance, in limits not less than the maximum amounts of liability coverage now maintained by each party, throughout the term of this Agreement and cause the other party to be designated on its policy as additional insured.

6. **Termination:** This Agreement may be terminated during its term by either party on ninety (90) days written notice to the other. In that event, any financial obligations shall be equitably prorated for the period that the relationship remains in force.
7. **Notice:** All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address:

For Readington:

Jason M. Bohm  
Business Administrator  
Readington Township Board of Education  
Holland Brook School  
52 Readington Road, P.O. Box 807  
Whitehouse Station, New Jersey 08889

For Tewksbury:

Heather Goguen  
Business Administrator  
Tewksbury Township Board of Education  
173 County Rd 517  
Califon, New Jersey 07830

8. **Merger:** This Agreement merges and supersedes all prior negotiations, representations, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.
9. **Modification:** This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.
10. **Waiver:** No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument of writing signed by that party.
11. **Severability:** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
12. **Governing Law:** This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and

performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Hunterdon, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or in-directly to the Agreement or to any matter arising there from. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

- 13. Assignment:** Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.
- 14. Section Heading:** Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.
- 15. Counterparts:** This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.
- 16. Public Inspection:** A copy of this Agreement shall be available for public inspection at the offices of both parties immediately after passage of a resolution to become a party to the Agreement in accordance with N.J.S.A. 40A:65-5(b).

**IN WITNESS WHEREOF**, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

**WITNESS:**

**TEWKSBURY TOWNSHIP  
BOARD OF EDUCATION**

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Heather Goguen  
Business Administrator / Board Secretary

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Michael Deo  
Board President

**WITNESS:**

**READINGTON TOWNSHIP  
BOARD OF EDUCATION**

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Jason M. Bohm  
Business Administrator / Board Secretary

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Laura Simon  
Board President