

SHARED SERVICES AGREEMENT FOR THE USE OF A GARAGE BAY

WHEREAS, the Branchburg Township Board of Education, with administrative offices at 240 Baird Road, Branchburg, New Jersey ("Branchburg"), and the Readington Township Board of Education, with administrative offices at Holland Brook School, 52 Readington Road, Readington, New Jersey ("Readington"), are desirous of sharing transportation garage space; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into a contract with each other to subcontract any service which one of the parties to the agreement is empowered to render within its own jurisdiction, including services incidental to the primary purposes of any of the participating entities; and

WHEREAS, Readington and Branchburg are both authorized to use garage bays for their respective entities; and

WHEREAS, Readington and Branchburg are of the opinion that garage bays can be more efficiently and economically provided to each party through a joint agreement for such services (hereinafter referred to as "the Agreement"); and

WHEREAS, the parties are desirous of entering into the Agreement, which would authorize the sharing of garage bays for both districts;

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. Branchburg agrees to allow Readington's mechanics to use one of its garage bays year-round at 580 Old York Road, Branchburg, New Jersey 08876.
2. Branchburg agrees to allow Readington to park its buses at 580 Old York Road, Branchburg, New Jersey 08876 while they are awaiting maintenance or repair in one of its garage bays.
3. Branchburg agrees not to hire a bus driver who has worked for Readington until six months after Readington has ended its employer-employee relationship with the bus driver.
4. Readington will pay thirty thousand, seven hundred dollars (\$30,700) to Branchburg over twelve (12) months. Branchburg agrees to send twelve (12) monthly invoices to Readington for this purpose, and Readington will pay the invoices within sixty (60) days.

OTHER TERMS

- A. **Duration.** The Agreement shall commence on July 1, 2021, and shall end on June 30, 2022.
- B. **Renewal.** The parties shall determine whether or not they will renew the Agreement no later than April 15, 2022. The renewal shall be in writing and approved by each party by formal resolution before becoming effective. The Agreement may be renewed by agreement of the parties on a yearly basis in accordance with the procedures set forth

above. The cost of the renewal will be the previous contract payment multiplied by the most recent consumer price index.

- C. **Termination on Notice.** Either party may terminate the Agreement for any reason by giving the other party one hundred twenty (120) days' written notice of its intention to terminate.
- D. **Mutual Indemnification.** Branchburg assumes all liability for, and agrees to indemnify and hold Readington and its agents, servants, employees, students, guests, licensees, and invitees, harmless from and against any and all claims, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by Branchburg, its agents, servants, or employees related to the performance of Branchburg's obligations under the terms of the Agreement. Likewise, Readington assumes all liability for, and agrees to indemnify and hold Branchburg and its agents, servants, and employees, harmless from and against any and all claims, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by Readington, its agents, servants, or employees related to the performance of Readington's obligations under the terms of the Agreement.
- E. **Insurance.** 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 the Agreement. Both parties shall also name each other as additional insureds under their policies.
- F. **Modification.** The Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.
- G. **Severability.** If any of the provisions contained in the Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- H. **Governing Law.** The 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 Somerset, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. 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.
- I. **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 Bohm School Business Administrator Readington Township Board of Education Holland Brook School 52 Readington Road Whitehouse Station, NJ 08889	For Branchburg: Kelly Morris School Business Administrator Branchburg Township Board of Education 240 Baird Road Branchburg, NJ 08876
--	--

- J. **Assignment.** Neither party may transfer or assign any of its rights or obligations under the Agreement without the prior written consent of the other, and any transfer or assignment or attempt thereat shall be null and void.
- K. **Section Headings.** Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of the Agreement.
- L. **Counterparts.** The Agreement may be executed in any number of counterparts, which, taken together, shall constitute 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.
- M. **Public Inspection.** A copy of this document 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, on this day, May 20, 2021.

WITNESS:

Kelly Morris
Board Secretary

**BRANCBURG TOWNSHIP
BOARD OF EDUCATION**

Theresa Joyce
Board President

WITNESS:

Jason Bohm
Board Secretary

**READINGTON TOWNSHIP
BOARD OF EDUCATION**

Laura Simon
Board President