

SHARED SERVICES AGREEMENT

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 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 or renewal by written mutual agreement of the parties.
2. **Transportation Supervisor:** The Transportation Supervisor shall be an employee of Branchburg and shall exercise general supervisory authority over a combined pupil transportation operation servicing Branchburg and Readington, and all pupil transportation employees of Branchburg and Readington shall be under the Transportation Supervisor's day-to-day supervision and control. The Transportation Supervisor is, and shall remain, supervised by Branchburg's School Business Administrator, and shall not be considered an employee or agent of Readington; provided, that Readington's School Business Administrator shall provide input to Branchburg's School Business Administrator concerning the day-to-day performance of the Transportation Supervisor.
3. **Transportation Routing/Dispatcher:** The Transportation Routing/Dispatcher shall be an employee of Readington and shall generally assist the Transportation Supervisor consistent with this Agreement and perform the duties outlined in the job description for that position. The Transportation Routing/Dispatcher, and all bus drivers employed by Readington, are, and shall remain, supervised by Readington's School Business Administrator, and shall not be considered employees or agents of Branchburg; provided, that the Transportation Supervisor shall provide input to Readington's School Business Administrator concerning the day-to-day performance of the Transportation Routing/Dispatcher and bus drivers

employed by Readington.

4. **Management and Maintenance Operations:** The combined management and maintenance operations of the Branchburg and Readington pupil transportation systems shall be housed at the facilities used by Branchburg for its own operations. Branchburg and Readington shall equally share all start-up costs of their combined operations. Branchburg shall be responsible to purchase all maintenance supplies, communication equipment or upgrades, required during the term of the Agreement, and shall invoice Readington periodically for half of the costs incurred (accompanied by documentation for such purchases).
5. **Maintenance Employees:** Branchburg will maintain within their employ two Maintenance Employee, and Readington will maintain within their employ one Maintenance Employee. Each shall perform the duties outlined in the job description for that position. Each Maintenance Employee shall be supervised by the Transportation Supervisor and shall not be considered an employee or agent of the non-employing District; provided that the Transportation Supervisor shall provide input to both School Business Administrators concerning the day-to-day performance of the Maintenance Employees employed by the other.
6. **Assistant Dispatcher / Clerk:** The Assistant Dispatcher/Clerk shall be an employee of Branchburg and shall assist the Transportation Supervisor and Transportation Routing/Dispatcher consistent with this Agreement and perform the duties outlined in the job description for that position. The Transportation Clerk shall be supervised by the Transportation Supervisor, and shall not be considered an employee or agent of Readington; provided that the Transportation Supervisor shall provide input to Branchburg's Business Administrator concerning the day-to-day performance of the Assistant Dispatcher/Clerk.
7. **Ownership and Housing of Buses:** Readington's buses shall be stored at facilities owned or under the control of Readington; provided that Readington shall be permitted to store at Branchburg's transportation facilities any buses on which maintenance work is currently being performed, plus an additional number of buses to be approved by Branchburg dependent on space limitations and Branchburg's operational needs.
8. **Cost and Payment Procedures:**
 - a. Readington shall pay to Branchburg a total of **\$101,600**, which includes all above mentioned costs and fees, in twelve equal monthly installments,

payable on the first of each month and commencing July 1, 2021.

- b. Upon the expiration of the Agreement, the parties shall make appropriate adjustments to reflect an equal division of the total cost, over the term of the Agreement, of shared staff as detailed previously within this agreement.
- c. Branchburg shall submit invoices to Readington for any other costs as detailed more specifically in Paragraph 4 of this Agreement.

9. **Indemnification and Insurance:** To the maximum extent permitted by law, Branchburg and Readington will indemnify and hold each other, as well as the respective Townships in 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 an additional insured.

10. **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.

11. **Notice:** All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the address below:

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
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12. **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.

13. **Modification:** This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.
14. **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 in writing signed by that party.
15. **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.
16. **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.
17. **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.
18. **Section Headings:** Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.
19. **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.
20. **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, on this day, May 20, 2021.

WITNESS:

**BRANCHBURG TOWNSHIP
BOARD OF EDUCATION**

Kelly Morris
Board Secretary

Theresa Joyce
Board President

WITNESS:

**READINGTON TOWNSHIP
BOARD OF EDUCATION**

Jason Bohm
Board Secretary

Laura Simon
Board President