

SUSSEX COUNTY REGIONAL TRANSPORTATION COOPERATIVE
PO BOX 1029
HOPATCONG, NJ 07843

RESOLUTION FOR PARTICIPATION IN JOINT TRANSPORTATION AGREEMENT

WHEREAS, the following Boards of Education: Andover Regional, Blirstown, Butler, Byram Township, Caldwell/West Caldwell, Fairfield, Franklin Borough, Fredon Twp., Great Meadows, Frelinghuysen, Frankford Twp., Green Twp., Hackettstown, Hamburg Borough, Hampton Twp., Harding, Hardyston Twp., High Point Reg. H.S., Hopatcong Borough, Hope, Irvington, Jefferson Twp., Lafayette Twp., Lenape Valley Regional, Lafayette, Livingston, Long Hill, Millburn, Mine Hill, Montague, Montclair, Morris County Education Services Commission, Morris Hills Regional, Mount Arlington, Mountain Lakes, Mount Olive, Netcong, Newton, North Caldwell, North Warren, Nutley, Ogdensburg, Orange, Paterson, Pompton Lakes, Randolph, Rockaway Borough, Roseland, Roxbury, Sandyston, Secaucus, South Orange/Maplewood, Sparta Twp., Stanhope, Stillwater, Summit, Sussex Wantage, Vernon Twp., Verona, Warren County Special Services School District, Warren Hills, Washington Borough, Washington Twp./Morris, Washington Twp./Warren, Wayne, Weehawken, West Essex, West Milford, West Morris Reg., West Orange, Wharton, and _____ desire to transport students to specific destinations; and

WHEREAS, the Hopatcong Board of Education is willing to provide the services to coordinate transportation for the above-referred-to Boards of Education for transportation to special education, schools for the handicapped, and other students who have specialized and specific transportation needs along established routes to specific destinations in order to attempt to achieve the maximum cost effectiveness;

WHEREAS, the Hopatcong Board of Education shall provide such services under the name of Sussex County Regional Transportation Cooperative.

NOW THEREFORE, BE IT RESOLVED by the _____ Board of Education that pursuant hereto the President and Secretary of the _____ Board of Education are hereby authorized and directed to execute a duplicate of the Resolution which shall act as an agreement between the _____ Board of Education and the Sussex County Regional Transportation Cooperative for the coordination of transportation of special education, schools for the handicapped, and other students who have specialized and specific transportation to specific destinations upon the following terms and conditions:

1. The _____ Board of Education shall pay to the Sussex County Regional Transportation Cooperative in consideration of the services it shall render pursuant to this agreement an amount to equal four percent (4.0%) of the _____ Board of Education's actual cost paid for transportation of special education, schools for the handicapped, and other students who have specialized and specific needs to specific destinations during the 2020-2021 school year, said sum to be paid as follows in each year during the term of this agreement or any extension hereof.

| | <u>Payment Due</u> |
|---|--------------------|
| 4.0% Administrative Fees | .07/31/20 |
| (100% of estimated fees) | |
| Initial Deposit | .07/31/20 |
| (20% of estimated charges) | |
| 20% of current annual charges | 10/31/20 |
| 20% of current annual charges | 12/31/20 |
| 20% of current annual charges | 02/29/21 |
| 20% of current annual charges | 04/30/21 |
| June – plus or minus final adjustments | |

*All 2020 summer routes shall be billed upon completion of transportation.

2. The Sussex County Regional Transportation Cooperative will provide the following services:

- a. routes coordinated with other districts to attempt to achieve a maximum cost reduction while maintaining a realistic capacity and travel time;
- b. statements prepared on appropriate vouchers according to the above schedule delineating costs per route;
- c. computer print-outs of student lists for all routes coordinated by the Sussex County Regional Transportation Cooperative for ASSA reporting deadlines;
- d. all necessary interaction and communication between the sending district, receiving school, and the respective transportation contractors;
- e. timely review and revision of routes;
- f. provide transportation within three days or sooner after receipt of the formal written request;
- g. timely submission of contracts, renewals or addenda to the county office for approval.

3. The _____ Board of Education will provide the Sussex County Regional Transportation Cooperative with the following:

- a. requests for any special education, schools for the handicapped, and other students who have specific transportation needs on approved forms to be provided by the Sussex County Regional Transportation Cooperative, completed in full and signed by _____ Board of Education Secretary or other designated district personnel;
- b. withdrawal for any special education, schools for the handicapped, and other students who have specialized and specific transportation needs on approved forms to be provided by the Sussex County Regional Transportation Cooperative, completed in full and signed by the _____ Board of Education Secretary or other designated district personnel; no billing adjustment will be made without this completed form; and
- c. strict adherence to the above payment schedule.

4. Additional Cost – all additional costs generated by unique requests, including but not limited to mid-day runs, early dismissals, change in number of children being transported on each route, or change in mileage during the year, will be borne by the _____ Board of Education.

5. Invoice Disputes – The _____ Board of Education shall notify the Sussex County Regional Transportation Cooperative in writing of any dispute with any invoice, along with a reasonably detailed description of the dispute, within 30 days from the date of receipt of such invoice. Invoices for which no such timely notification is received shall be deemed accepted by the _____ Board of Education as true and correct, and the _____ Board of Education shall pay all amounts due under such invoices within the period set forth above. The parties shall seek to resolve all such disputes expeditiously and in good faith. The _____ Board of Education shall not withhold payment of any amount due and payable under this agreement by reason of any setoff of any claim or dispute with the Hopatcong Board of Education and/or the Sussex County Regional Transportation Cooperative.

6. Late Payments – Invoices shall be paid within 45 days of receipt. Except for invoiced payments that have been successfully disputed, all late payments shall bear interest at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. The _____ Board of Education also shall reimburse the Hopatcong Board of Education under the name of the Sussex County Regional Transportation Cooperative for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this agreement or at law, which the Hopatcong Board of Education under the name of the Sussex County Regional Transportation Cooperative does not waive by the exercise of any rights hereunder, the Hopatcong Board of Education under the name of the Sussex County Regional Transportation Cooperative shall be entitled to suspend the provision of any Services provided under this Agreement if the _____ Board of Education fails to pay any amounts when due hereunder.

7. Length of Agreement – This agreement and obligations and requirements herein shall be in effect between July 1, 2020 and June 30, 2021.

8. It is a condition of this agreement that it shall automatically be renewed annually without amendment and may not be terminated without a notice by certified mail, return receipt requested having been delivered to the Secretary of either party hereto at least 180 days before June 30 of any year. In the event this agreement is renewed, the consideration to be paid to the Sussex County Regional Transportation Cooperative set forth in Paragraph 1 hereof, shall be revised to equal four percent (4.0%) of the _____ Board of Education's actual cost paid for transportation of students to special education, schools for the handicapped, and other students who have specialized and specific needs to specific destinations during the prior year.

9. Termination – The Hopatcong Board of Education under the name of Sussex County Regional Transportation Cooperative, in its sole discretion, may terminate this agreement at any time, without cause, by providing at least 30 days' prior written notice to the _____ Board of Education.

10. The Hopatcong Board of Education under the name of Sussex County Regional Transportation Cooperative accepts no responsibility for a pupil's use of arranged transportation or attendance on an established route. Once assigned to a route, the billing for the pupil's reserved seat will continue until the Sussex County Regional Transportation Cooperative is otherwise noticed in writing to delete the pupil from the assigned route.

11. Force Majeure – No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control.

12. Headings – The descriptive headings in this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, this Agreement.

13. Entire Agreement – This agreement constitutes the entire and only agreement between the parties with respect to the subject matter of this agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. This agreement only may be amended by an instrument in writing over authorized signature.

14. It is a condition of this agreement that a representative from each applicable position: School Business Administrator/School Board Secretary, Special Services Director, and Transportation Supervisor attend at least one (1) Sussex County Regional Transportation Cooperative meeting on an annual basis to promote and provide effective and efficient transportation services.

AUTHORIZED SIGNATURES

HOPATCONG BOARD OF EDUCATION
UNDER THE NAME OF
SUSSEX COUNTY REGIONAL
TRANSPORTATION COOPERATIVE
ATTEST:

_____ BOARD OF
EDUCATION

ATTEST:

Board President Date

Board President Date

Board Secretary Date

Board Secretary Date

County Superintendent Date

County Superintendent Date

SUSSEX COUNTY REGIONAL
TRANSPORTATION COOPERATIVE

SUSSEX COUNTY REGIONAL
TRANSPORTATION COOPERATIVE

Director of Transportation Date

Director of Transportation Date