

JOINT PURCHASING AGREEMENT-TRANSPORTATION

THIS JOINT PURCHASING AGREEMENT (hereinafter “Joint Purchasing Agreement” or “Agreement”) made and entered into this 1st day of July, 2022, by and between the NORTHERN VALLEY REGIONAL HIGH SCHOOL DISTRICT (hereinafter referred to as the “Host LEA”) and the SCHOOL DISTRICTS OF ALPINE, CLOSTER, DEMAREST, HARRINGTON PARK, HAWORTH, NORTHVALE, NORWOOD, ROCKLEIGH, and OLD TAPPAN, bodies corporate of the State of New Jersey located within the County of Bergen (hereinafter collectively referred to as the “Member Districts” or “Parties”) is to be in effect from July 1, 2022 to June 30, 2027.

WITNESSETH

WHEREAS, N.J.S.A. 18A:39-11 and N.J.S.A. 18A:46-23 specifically authorizes two (2) or more school districts to enter into a joint agreement for providing transportation for special education students; and

WHEREAS, the Parties hereto have approved the within Agreement by Resolution; and

WHEREAS, it is the desire of the Parties to enter into such Agreement for said purposes;

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions hereinafter set forth, it is mutually agreed by the Parties as follows:

1. The Host LEA shall be responsible for obtaining approval of this Agreement from the County Superintendent. Four (4) copies of this Agreement shall be submitted to the County Superintendent within sixty (60) days of the date of this Agreement.

2. The Host LEA shall be responsible for preparing and advertising specifications for the transportation of special education, vocational, and non-public students. The Host LEA shall ensure that the transportation provided by contracted services shall meet the requirements for approval by the County Superintendent.
3. Multiple advertisements for bids or the solicitation of informal quotations for the transportation services to be purchased shall be presented on behalf of all the Member Districts.
4. The Host LEA shall receive bids on behalf of all the Member Districts.
5. Following the receipt of bids or quotations, the Host LEA shall review the bids or quotations on behalf of all Member Districts and will either make an award to the lowest responsible bidder or bidders for each separate item or reject all or certain bids.
6. The Host LEA shall enter into formal written contracts directly with the successful bidders on behalf of the Member Districts participating in this Agreement, subject to annual extensions as may be made in accordance with N.J.S.A. 18A:39-3. The Host LEA's responsibility for payment of the contract sum is contingent upon the receipt of funds from the Member Districts. The Host LEA shall also issue purchase orders in its own name to the successful bidders against said contracts; be invoiced by and receive statements from successful bidders, and make payments directly to the successful bidders. The Member Districts shall be billed by the Host LEA on a monthly basis for their respective shares of the transportation contracts, which are more particularly described below. The Member

Districts shall make payment to the Host LEA within forty five (45) days of the date of the said bill.

7. The Host LEA shall invoice and receive payment from the individual Member Districts for each school year of this Agreement, beginning with the 2022-2023 school year, based upon the following formula:

a. On a monthly basis, the total monthly cost of transportation divided by the total number of students receiving transportation services for that month equals the cost per rider based on the number of students receiving transportation billed to each district, with the exception of Alpine. Alpine is charged for the actual cost (e.g., if a route is \$300.00 per diem and there are 2 students and they have one student on the route they are charged \$150.00 per diem)

b. Any student specific charges shall be billed to that student's home district, including but not limited to, 1:1 aides, additional trips, and other accommodations and charges that are not included in the bid specifications for each individual route.

8. It is understood and agreed to by the Parties that the Host LEA is not responsible for a transportation contractor's failure to provide the services agreed upon herein, but will make a good faith effort to provide alternative services should such failure occur.

9. Paragraphs 4, 5 and 6 above shall be recited in the specifications so that each bidder will be on notice as to the respective responsibilities of the Host LEA and the Member Districts.
10. The Host LEA shall appropriate sufficient funds to enable it to perform the administrative responsibilities pursuant to this Agreement.
11. The Host LEA shall submit all contracts to the County Superintendent for approval.
12. The Host LEA and the Member Districts shall maintain comprehensive general liability insurance in the amount of 2,000,000.00 and shall name each other as additional insureds on their respective insurance policies for coverage of any loss or claim that may arise in connection with the implementation of this Agreement.
13. This Agreement shall begin on July 1, 2022 and shall remain in effect until June 30, 2027. For each school year throughout the term of this Agreement, the Host LEA and the superintendents of the Member Districts shall meet by March 1st to discuss and review the anticipated transportation costs for the next school year. Each of the Member Districts entering into this Agreement acknowledges the reliance of the Host LEA and the other Member Districts upon the participation of all Member Districts throughout each and every school year during the term of this Agreement. A Member District that seeks to withdraw from this Agreement with or without cause for the following school year must give written notice to the Host LEA by March 1. The Host LEA will provide each Member District with notice of the withdrawal of any other Member

District within fourteen (14) days of receipt of such notice. Notwithstanding the withdrawal, the withdrawing Member District shall remain liable for its share of the cost of transportation services pursuant to this Agreement through the current school year.

14. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be available and open to public inspection during normal business hours at the Board Office of each Member District.
15. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto.
16. The rights and responsibilities under this Agreement may not be assigned, transferred, hypothecated or otherwise delegated to any third party, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other parties to this Agreement.
17. Any dispute under this Agreement shall be resolved by the Executive County Superintendent of Schools, pursuant to N.J.S.A. 18A:18A-14.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above-written.

ATTEST:

CLOSTER

School Business Administrator/
Board Secretary

Board President

Dated: _____

Dated: _____