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

RESOLUTION FOR PARTICIPATION IN JOINT TRANSPORTATION AGREEMENT
2026-2027 SCHOOL YEAR

WHEREAS, the Green Board of Education desires to transport students to specific destinations; and

WHEREAS, the Hopatcong Board of Education is willing to provide the services to coordinate transportation for the Green Board of Education for transportation along established routes to specific destinations in an attempt to achieve the maximum cost effectiveness; and

WHEREAS, the Hopatcong Board of Education shall provide such services under the name of Sussex County Regional Transportation Cooperative.[1]

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

1. The Green Board of Education shall pay to the Sussex County Regional Transportation Cooperative in consideration of the services it shall render pursuant to this agreement, a percentage of the actual cost paid for the transportation during the 2026-2027 school year, as set forth below:

Schedule of Fees	**Administrative Fees**
Special Education Routes:	4.5%
Public Routes:	2.0%
Non-Public Routes:	2.0%
Field Trips/Athletic Trips:	5.0%

There shall be a $20.00 processing fee for each B6T – Nonpublic School Transportation Application processed. This fee will not apply if the Green Board of Education exceeds $500,000 annually in transportation services.

There shall be a $50.00 quote fee for each field/athletic trip sent to the Sussex County Regional Transportation Cooperative for the purpose of quoting and scheduling. Upon completion of the field/athletic trip, the trip quote fee will be waived. In the event of trip cancellation, the $50.00 quote fee will be invoiced to the Green Board of Education. This fee shall not apply to the Board of Education if it currently has an existing bid or renewal contract for field trips and/or athletic trips with the Sussex County Regional Transportation Cooperative for the current school year.

Payment for the services set forth herein during the term of this agreement or any extension hereof shall be made in accordance with the following schedule:

Required First Installment Invoice:	8/30/2026
Transportation Invoices:	Monthly

[1] The terms "Hopatcong Board of Education" and "Sussex County Regional Transportation Cooperative" will be used interchangeably throughout this Agreement. To ensure no confusion, both terms refer to the same legal entity, the Hopatcong Board of Education.

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Invoices shall be paid within 60 days of receipt. The first installment includes: 20% of prior year's transportation total; and 100% of estimated administrative fees for current year. All 2026 summer routes shall be billed upon completion of transportation. If there is a net credit as of June 30, 2027 following the completion of this agreement, the credit will be applied to the next school year. If this agreement is not renewed, a check will be issued on or about July 30, 2027 for all transportation funds not used.

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 five 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 Green Board of Education will provide the Sussex County Regional Transportation Cooperative with the following:

    a. requests for any students on approved digital forms/templates 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 students on approved digital forms/templates 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 Green Board of Education.

5. Invoice Disputes – The Green 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 Green Board of Education as true and correct, and the Green 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 Green 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 60 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 four percent (4.0%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. The Green 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 and costs. In addition to all other remedies available under this agreement or at law, which the Hopatcong Board of Education does not waive by the exercise of any rights hereunder, the Hopatcong Board of Education 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, 2026 and June 30, 2027.

8. The Green Board acknowledges and agrees that prior to the start of each school year, the Sussex County Regional Transportation Cooperative is required to plan its budget and take on expenses in order to plan for the following school year. As a result, the Green Board agrees to provide written notice to the Sussex County Regional Transportation Cooperative at least 180 days before June 30th advising whether or not the Green Board will be renewing its contract with the Cooperative. If timely notice is not provided, the parties agree that the Cooperative will plan its budget and take on expenses based on the assumption that the Green Board will be renewing its contract with the Cooperative for the upcoming school year. Should the Green Board notify the Cooperative it will not be renewing its contract after the notice period, the Green Board agrees to reimburse the Cooperative for any costs or expenses incurred by the Cooperative as a result of the Green Board's failure to provide timely notice. In the event this agreement is renewed, the consideration to be paid to the Cooperative shall remain the percentages set forth in Paragraph 1 of the Green Board of Education's actual cost paid for transportation of students 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 Green 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 notified 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:

_____
Hopatcong Board President Date

_____
Hopatcong Board Secretary Date

_____
Sussex County Superintendent Date

SUSSEX COUNTY REGIONAL
TRANSPORTATION COOPERATIVE

_____
Director Date

Green BOARD OF EDUCATION

ATTEST:

_____
Board President Date

_____
Board Secretary Date

_____
County Superintendent Date