

## Addendum 1 to Employee Services Sharing Agreement

This Addendum to Employee Services Sharing Agreement (“Addendum”) is entered into on \_\_\_\_\_, by and between the Estuary Transit District a/k/a Nine Town Transit (“ETD”), and the Middletown Transit District aka Middletown Area Transit (“MAT”). ETD and MAT may collectively referred to as the “Parties”, and individually as a “Party”.

WHEREAS, ETD and MAT entered into an Employee Services Sharing Agreement dated \_\_\_\_\_ (the “Agreement”);

WHEREAS, the Parties entered into the Agreement to improve efficiencies of operations by ETD and MAT;

NOW THEREFORE, in consideration of the mutual covenants stated in this Agreement, the parties agree as follows:

1. Term. The Addendum shall be effective from the date set forth above and shall remain in place until terminated by either Party as set forth herein. Either party to this Addendum may terminate it and thereafter be relieved of further performance if the other party fails to materially perform any of the covenants or conditions contained in the Agreement or this Addendum, provided written notice is provided to the other party a minimum of thirty (30) days in advance of said termination stating the reasons for the proposed termination and the party upon whom said notice was given fails to rectify the situation within the thirty (30) day notice period. Either Party may further terminate for convenience on ninety (90) days written notice.

2. Shared Employee Services. ETD and MAT agree to retain or have retained the positions set forth on the attached Exhibit A (“the Shared Employees”) and share the services of the Shared Employees to serve both ETD and MAT in that role. The effective date shall be the date of hire except as otherwise specified on Exhibit A.

The schedule set forth on the attached Exhibit A may be adjusted from time to time to meet the respective needs of both ETD and MAT as they may mutually agree and to add additional employees as they see fit.

3. Costs. The Parties agree that the costs for the Shared Employees shall be allocated as set forth in the attached Exhibit A.

4. Incorporation/Conflicts. The Parties incorporate by reference the terms of this Agreement. To the extent there is any conflict between the Agreement and this Addendum, this Addendum controls.

5. Reporting. The Shared Employees shall report as instructed by the Executive Director.

6. Governing Law. This Addendum is governed by the laws of the State of Connecticut, without giving effect to the conflict of law provisions thereof.

7. Counterpart Execution; Electronic Execution. This Addendum may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. Such executions may be transmitted to the other Parties by facsimile or other

electronic transmission and such facsimile or other electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Parties has executed this Addendum by its duly authorized officer effective as of the day and year first written above.

**ESTUARY TRANSIT DISTRICT**

**MIDDLETOWN TRANSIT DISTRICT**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date: