SAN LEANDRO UNIFIED SCHOOL DISTRICT
BUSINESS AND OPERATIONS

To: Facilities and Technology Committee

From: Kevin Collins, Assistant Superintendent

Date: May 31, 2017

Re: San Lorenzo Transportation Rental Agreement

The transportation consortium to which the district belonged dissolved at the end of the 2015-16 school year. Both the San Leandro and San Lorenzo Unified School Districts then entered into a five year agreement with First Student to provide home-to-school transportation for special education students. When the contract was approved in June 2016, it was believed that First Transit would have busses and drivers ready to begin services in January. However, due to a driver shortage, services will not begin until August 2017.

When the partnership between San Leandro, San Lorenzo, and First Student was proposed, busses were going to be parked on property belonging to both districts, with many busses assigned to joint routes (serving students from both districts). The original contract also called for our district to make space available in the district maintenance facility for bus repairs. In late June, First Student determined it would be more efficient to park all thirty busses at the District Office Annex on Juniper Street. With that change, San Lorenzo and San Leandro have drafted agreement where San Lorenzo would pay $2,000 per month ($24,000 per year) in exchange for First Student to exclusively use San Leandro facilities. The agreement would begin when the busses are moved to district property.

Staff recommends that F&T and the Board approve the San Lorenzo-San Leandro transportation agreement.

License Agreement
By and Between
The San Leandro Unified School District
And
The San Lorenzo Unified School District

This License Agreement ("the Agreement") is made and entered into on June 6, 2017 by and between the San Leandro Unified School District, 14735 Juniper St, San Leandro 94579 ("Licensor") and the San Lorenzo Unified School District ("Licensee").

RECITALS

Licensor is the owner of certain real property "Property" located at 14735 Juniper St, San Leandro, 94579 and 1145 Aladdin Ave, San Leandro, 94577.

The parties wish to enter into an agreement for Licensee to use Licensor's Property to park school buses, owned and operated by First Student, Inc. 600 Vine Street, Suite 1400, Cincinnati, OH, 45202, a third party provider of student transportation services to each Party under separate, individual agreements between First Student Inc. and each Party.

The Property includes 30 parking spaces (Juniper St), 5 parking spaces (Aladdin Ave), a garage/repair facility of approximately 2000 square feet (Aladdin St), a dispatch center and break room of approximately 1000 square feet (Juniper St), and associated restrooms.

AGREEMENT

1. TERM: The term of this Agreement shall begin as of the date first written above, and shall end on July 31, 2021. This Agreement may be extended on its same terms and conditions by written mutual agreement of the parties by January 30th of each year of the Agreement.

2. RENT: Rent in the amount of two thousand dollars ($2,000.00) shall be payable by the Licensee to the Licensor monthly during the term of this Agreement and all extensions thereto.

3. During the term of this Agreement, Licensor shall be solely responsible for the upkeep, repair, and maintenance of the Site, including all utilities, maintenance, custodial, and grounds keeping upkeep.

4. Licensee agrees to indemnify and hold harmless Licensor, its Board of Directors, officers, agents, employees and assigns, from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever incurred by it or by them as a result of Licensee's use of the Site or access thereto.

5. Licensor agrees to indemnify and hold harmless Licensee, its Board of Education, officers, agents, employees and assigns, from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever incurred by it or by them as a result of Licensor's failure to properly maintain access to the Site.

6. Either Party may terminate this agreement by a written letter that provides at least 180 day notice.

7. Licensee shall not sell or assign this Agreement or any part thereof or any interest therein, in whole or in part without first obtaining the written consent of the Licensor, which consent shall not be unreasonably be withheld. Any attempt to sell, assign, or sublicense without first obtaining the written consent of the Licensor shall be deemed a default by the Licensee, entitled the Licensor to reenter the Site as herein provided.

8. All notices to be given under this Agreement shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid to the party to be notified.

San Lorenzo Unified School District

_____

Print Name

_____ _____

Signature *Date*

San Leandro Unified School District

_____

Print Name

_____ _____

Signature *Date*