

SAN MARINO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION MEETING

DATE: November 12, 2019

TO: Board of Education

FROM: Dr. Jeff Wilson, Superintendent

SUBJECT: Transportation Reimbursement Agreement and Amendment
with the City of San Marino - Second Reading

PRESENTED BY: Julie Boucher, Assistant Superintendent, Business Services

It is recommended that the Board of Education approve the Transportation Reimbursement Agreement and the Amendment with the City of San Marino. This is a Second Reading.

Background

Proposition A Local Return funding ("Prop A") provides cities and the County of Los Angeles with financial resources to develop and/or improve public transit. Prop A funds are generated by a ½ cent sales tax measure, which was enacted in 1980.

San Marino High School provides for extracurricular transportation for numerous student activities and events including competitions, tournaments, activities, and events throughout the school year.

The City of San Marino graciously provides the District (for San Marino High School) with up to \$110,000 in Prop A grant funding, on a reimbursement basis, for extra-curricular transportation costs. The City has provided Prop A funding to the District for over 20 years.

In 2018-19, the Los Angeles County Metropolitan Transit Authority requested that the City of San Marino develop a formal agreement with the District for reimbursement of costs from Prop A funding.

In cooperation with the San Marino City Manager and her staff, the attached Agreement was developed, and agreed upon. The Agreement covers the retroactive period from July 1, 2018 to June 30, 2019, and the Addendum covers

the period from July 1, 2019 to June 30, 2020. The receipt of Proposition A funding is included in the District's 2019-20 Budget.

The District also provided the City with the master agreements and insurance information for the High School's extracurricular transportation providers.

As a condition as part of the Prop A grant funding, San Marino City residents may travel on the buses used to transport students to and from extracurricular activities. A transportation notice is posted on the High School's website. The Agreement references the District's compliance with this requirement, which is a condition for use of the Prop A funds for extracurricular transportation.

The District and San Marino High School are grateful for the City of San Marino for its financial support of its extra-curricular transportation needs.

The Board of Education reviewed and discussed the Transportation Agreement and Amendment on October 22, 2019. This is a Second Reading. The reimbursement amount has been included in the Agreement and the Amendment.

Resources: Los Angeles County Metropolitan Transportation Authority
"Proposition A" Local Return Guidelines

Prepared by: Julie Boucher, Assistant Superintendent, Business Services

TRANSPORTATION REIMBURSEMENT AGREEMENT

between

The City of San Marino
2200 Huntington Drive
San Marino, CA 91108

&

San Marino Unified School District
1665 West Drive
San Marino, CA 91108

This Transportation Reimbursement Agreement (the "Agreement") is made as of July 1, 2018 (the "Effective Date"), by and between San Marino Unified School District ("District") and the City of San Marino ("City"), a California municipal corporation. Collectively, the District and the City shall be referred to herein as the "Parties" and individually as a "Party".

RECITALS

A. City and District are authorized and empowered by California Education Code Section 10900 to cooperate with one another in order to promote and provide adequate community recreation that contributes to the health and general welfare, and otherwise encourage the development of good citizenship and enhance the quality of life, of the residents of the City.

B. District provides recreational transportation services to and from San Marino High School and special events and destinations, including competitions, tournaments, concerts, parks, venues, athletic events and activities, and visual and performing arts events and activities.

C. A certain percentage of Proposition "A" tax is designated for the Local Return (LR) Program funds to be used by cities in developing and/or improving public transit, paratransit, and the related transportation infrastructure. LR funds are allocated and distributed to jurisdictions by the Los Angeles County Metropolitan Transportation Authority. The Proposition "A" Ordinance requires that LR funds be used exclusively to benefit public transit.

D. City seeks to assist District's recreational transportation services with certain of the City's Proposition "A" funds so long as those services qualify for such funding under Proposition "A" "Recreational Transit Service (Project Code 140)" requirements.

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

AGREEMENT

1.0 District's Obligations

1.1. District may, from time to time, provide services that qualify for Proposition "A" Recreational Transit Service (Project Code 140) funding (the "Service" or "Services") as set forth in greater detail in the attached Exhibit A.

1.2. District agrees to confirm that all expense reimbursement requests submitted pursuant to this Agreement are eligible under Los Angeles County Metropolitan Transportation Authority's Local Return (LR) Program fund requirements per "Recreational Transit Service (Project Code 140)."

1.3. District agrees to perform all Services under this Agreement in accordance with the standard of care generally exercised by like school districts under similar circumstances and in a manner reasonably satisfactory to City.

1.4. In performing this Agreement, District agrees to comply with all applicable provisions of federal, state, and local laws, ordinances, codes, and regulations.

2.0 City's Reimbursement Obligations

2.1 For performance of the District's Services, City will reimburse District an amount not-to-exceed the annual budgeted amount, which is \$110,000 for the 2018-19 year, for the then applicable term of the Agreement, as previously allocated by the City Council, from Proposition "A" funding for such Services. Within a week of the budget being adopted by the City Council, City shall notify District in writing of the amount of Proposition "A" funding to be allocated by the City for the District's Services hereunder for the following fiscal year.

2.2 City will not reimburse expenses unless such expenses are specified in Exhibit A and are eligible under Los Angeles County Metropolitan Transportation Authority's Local Return (LR) Program fund requirements per "Recreational Transit Service (Project Code 140)". Any such reimbursement will become part of the Services for purposes of this Agreement.

3.0 Term

3.1 The term of this Agreement shall commence as of the Effective Date and shall continue through June 30, 2019.

3.2 After the expiration of such initial term, this Agreement may be renewed for succeeding one-year terms of twelve (12) months each, upon the mutual written agreement of the Parties.

4.0 Method of Reimbursement

4.1. District agrees to submit to City yearly invoices for all Services subject to this Agreement. Invoices related to Services provided from July 1 through June 30 of the City's fiscal year will be submitted no later than July 31 of the following fiscal year. All invoices must include: (a) the applicable purchase order; (b) amount of Proposition "A" Recreational Transit Service (Project Code 140) funds the District seeks for reimbursement; and (c) any invoices from third parties that may render services on District's behalf, detailing the expense amount(s), date(s) of trip(s), event name(s), and location(s) of start and end destinations.

4.2. City agrees to reimburse District all undisputed Service charges within thirty (30) days of receiving District's invoice(s) submitted pursuant to Section 4.1 of this Agreement. City will not withhold any applicable federal or state payroll and other

required taxes, or other required or authorized deductions from payments made to District.

5.0 Termination

Either Party may terminate this Agreement at any time, for any reason or no reason, after giving written notice to the other Party at least ninety (90) calendar days before the date when the termination is to be effective. City will reimburse District for any services provided through the termination date.

6.0 Party Representatives

6.1. City's representative for purposes of this Agreement is the City Manager or the person designated in writing by the City Manager.

6.2. District's representative for purposes of this Agreement is the Superintendent or the person designated in writing by the Superintendent.

7.0 Notices

7.1. All notices permitted or required under this Agreement shall be deemed made when personally delivered, or when mailed, five days after deposit in the United States Mail, first class postage prepaid and addressed to the Party at the following addresses:

To City: City of San Marino
2200 Huntington Drive
San Marino, California 91108
Attn: City Manager
Phone: (626) 300-0700

To District: San Marino Unified School District
1665 West Drive
San Marino, CA 91108
Attn: Superintendent
Phone: (626) 299-7000

7.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

8.0 Indemnification

8.1. No Party or any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the other Party under or in connection with the performance of any obligation under this Agreement. Each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees ("Indemnified Parties") from any and all liability, loss,

expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of negligence, gross negligence or willful misconduct of the Indemnifying Party or its officers, agents, contractors, or employees under or in connection with any negligent or wrongful act or omission that arises from the performance of any obligation of such Party under this Agreement. This indemnity shall survive termination of this Agreement.

8.2. Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

9.0 Insurance

9.1. General Insurance Requirements. Each Party and any subcontractor that provides transportation services pursuant to this Agreement agrees to provide and maintain in full force and effect during the term of this Agreement (or, in the case of subcontractors, during the term of the applicable subcontract), insurance with limits not less than the limits set forth below in this Section. Each Party's insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other Party, and shall be provided and maintained at the insured Party's own expense.

9.2. Insurance Coverage Requirements: Each Party agrees to maintain the following programs of insurance coverage as set forth below:

9.2.1. General Liability: General Liability insurance with limits not less than the following, and naming the other Party as an additional insured: Minimum combined single limit of at least \$3,000,000 for each occurrence, \$5,000,000 general aggregate, \$1,000,000 products/completed operations, and \$1,000,000 personal/advertising injury;

9.2.2. Workers' Compensation: Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the State of California, and for which each of the Parties' contractors and/or subcontractors shall be responsible. This insurance shall include Employers' Liability coverage with limits of not less than the following: Limits required by the State of California law at a minimum of \$1,000,000; and

9.2.3. Automobile Liability: Automobile Liability insurance with a limit of liability of not less than a minimum combined single limit of \$1,000,000 for bodily injury and property damage for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

9.2.4. Umbrella Liability: Insurance having a limit of not less than \$3,000,000 per occurrence in the aggregate.

9.3. Evidence of Insurance: Each Party and any subcontractor that provides transportation services pursuant to this Agreement agrees to provide a certificate(s) of insurance, or self-insurance, and endorsements naming the other Party as an additional insured, which are satisfactory to the other Party prior to commencing services under this Agreement. Such evidence will identify the required coverages, and provide that the other Party receive written notice by mail at least thirty (30) days in advance of cancellation for all required coverages.

9.4. Insurer Financial Ratings and Self-Insurance: If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A: VII. In lieu of commercial insurance, each Party agrees to retain the right to self-insure all or any portion of its insurance obligations herein.

9.5. Notification of Incidents, Claims or Suits: Each Party agrees to notify the other of any accident or incident relating to this Agreement, which involves injury or property damage which is reasonably likely to result in the filing of a claim or lawsuit against the other Party, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.

10.0 Entire Agreement

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both Parties.

11.0 Severability

The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

12.0 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

13.0 No Third Party Rights

No third party shall be deemed to have any rights hereunder against either Party as a result of this Agreement.

14.0 Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

15.0 Headings

Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

16.0 Attorneys' Fees

If either Party commences any legal, administrative, or other action against the other Party arising out of or in connection with this Agreement, the prevailing Party in such action shall be entitled to have and recover from the losing Party all of its reasonable attorneys' fees and other costs incurred in connection therewith.

17.0 Exhibits

Each exhibit referenced in this Agreement is hereby incorporated into the Agreement as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms of this Agreement, the terms of this Agreement shall control.

18.0 Assignment

Neither Party may assign this Agreement without the other Party's prior written consent.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Agreement as of the Effective Date.

CITY OF SAN MARINO

SAN MARINO UNIFIED SCHOOL
DISTRICT

By: _____

Dr. Marcella Marlowe
City Manager

By: _____

Dr. Jeff Wilson
Superintendent

Attest:

By: _____

City Clerk

Approved as to Form:

By: _____

Stephanie Cao
City Attorney

Exhibit A

District's Recreational Transit Services

District may from time-to-time coordinate and obtain transportation services, including by use of outside vendors, to-and-from San Marino High School, located at 2701 Huntington Drive, San Marino, California 91108, and special events and destinations, including, without limitation, competitions, tournaments, concerts, parks, venues, athletic events and activities, and visual and performing arts events and activities (collectively, **"Transportation Services"**).

In connection with the Transportation Services, District will:

- Permit all members of the general public, including individuals with disabilities, to use the Transportation Services.
- Advertise Transportation Services to the public on the San Marino High School website.
- Require proper maintenance of vehicles used for Transportation Services.

All services subject to this Agreement must be eligible under Los Angeles County Metropolitan Transportation Authority's Local Return (LR) Program fund requirements per "Recreational Transit Service (Project Code 140)", which requirements are set forth on Schedule 1 hereto, before submission of such requests for reimbursement.

Without limitation, the salaries of District's recreation leaders and/or escorts involved in Transportation Services are not subject to reimbursement hereunder.

Schedule 1

Recreational Transit Service projects must meet the following conditions:

- Travel within the area of Los Angeles, Orange and Ventura Counties, and portions of Kern, Riverside and San Bernardino Counties (see map below which is from Appendix VII, page 48 of Los Angeles County Metropolitan Transportation Authority's Guidelines for Proposition A and Proposition C Local Return) are eligible expenditures. Trip segments to areas shown on the proportionately eligible areas of the map must be funded through other sources. Trips to locations not within either the eligible or proportionately eligible area are not eligible.
- Trips may be limited to certain general age groups (e.g., children under 18, senior citizens, persons with disabilities), however, trips must be made available to all individuals within that designated group.
- Special events or destinations (e.g., city parks, concerts, special events) may be served, however, all members of the general public including individuals with disabilities must be allowed to use the service.
- LR funds may not be used to pay the salaries of recreation leaders or escorts involved in recreational transit projects.
- All recreational transit trips must be advertised to the public, such as through newspapers, flyers, posters, and/or websites.



— ■ Recreational transit area eligible for full Proposition A & C funding

□ Recreational transit area available for Proposition A & C funding on a proportional share basis

TRANSPORTATION REIMBURSEMENT AGREEMENT AMENDMENT

This amendment is entered into between the City of San Marino (City) and the San Marino Unified School District (District), pursuant to the following facts:

RECITALS

A. The City and the District entered into a transportation reimbursement agreement ("the Agreement") on November 13, 2019.

B. The parties desire to amend the Agreement to reflect a one (1) year Agreement term extension.

C. The amount of reimbursement is \$110,000 for the 2019-20 fiscal year.

NOW, THEREFORE, the City and the District agree as follows:

1. The Agreement is amended by modifying Section 3.0. to read: "The term of this Agreement shall commence as of the Effective Date and shall continue through June 30, 2020."

2. Except as modified above, all terms and conditions of the Agreement, as amended herein, are unchanged and remain in effect.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Agreement as of the Effective Date.

CITY OF SAN MARINO

SAN MARINO UNIFIED SCHOOL
DISTRICT

By: _____
Dr. Marcella Marlowe
City Manager

By: _____
Dr. Jeff Wilson
Superintendent

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
Stephanie Cao
City Attorney