

TO CITY COUNCIL
BOARD OF EDUCATION

DATE: June 5, 2006

FROM CITY MANAGER
SUPERINTENDENT OF SCHOOLS

SUBJECT: AGREEMENT WITH THE PASADENA UNIFIED SCHOOL
DISTRICT FOR EMERGENCY TRANSPORTATION SERVICES

RECOMMENDATION:

It is recommended that the City Council and the Governing Board of Education authorize the City Manager and the Superintendent of Schools to enter into an agreement for emergency transportation services consistent with the terms and conditions discussed below.

BACKGROUND:

The City of Pasadena is interested in ensuring that adequate transportation resources are available in the event of an emergency or crippling disaster. The Pasadena Unified School District contracts with Laidlaw Educational Services, Inc. ("Laidlaw"), for transportation services, and will enter into an agreement to extend services through the District to the City in the event of an emergency. The agreement will establish a mechanism for requisitioning services which will be provided for emergency purposes to the extent that the requested transportation services are not needed by the District to transport students or fulfill other District obligations. The agreement will be approved by both PUSD and Laidlaw.

Given the above, the following agreement structure is recommended:

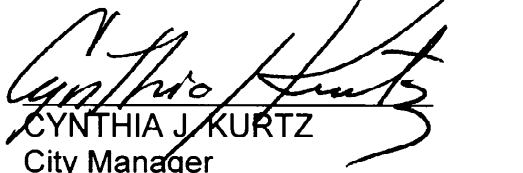
1. Request for Transportation Aid: The agreement between the City and District will be for transportation services needed during an emergency as determined by the City of Pasadena. Laidlaw will agree to provide transportation services as may be requested by the City to the extent that the requested transportation services are not needed by the District to transport students or fulfill other District obligations. Upon notification by the City, the District agrees to coordinate with Laidlaw for the services requested by the City.


2. Annual Advance and Stand-By Fee: On July 1 of each year of the agreement, the City will deposit the sum of \$25,000 with the District as an advance and stand by fee for that fiscal year. Where, however, services are provided to the City as provided in this agreement, the charges for such services pursuant to the District contract with Laidlaw will be offset by the \$25,000 annual deposit to the extent of the deposit. To the extent the \$25,000 is insufficient to satisfy the charges for the requested services, the District will bill the City.
3. Employee Status and Rights: Employees of the District and Laidlaw will remain employees of the respective entity while performing functions and duties on behalf of the City.
4. Indemnification and Insurance: Laidlaw's insurance and indemnity provisions for Laidlaw's operations will apply to the City as they currently apply to PUSD.
5. Term: The term of the agreement will be for one year commencing July 1, 2006 and ending June 30, 2007. At the expiration of the initial term, the agreement will be renewed for successive one year periods unless terminated by either party by giving written notice to the other party no later than thirty (30) days prior to the expiration of the agreement. Any extension of the agreement is contingent upon the District's contractor's agreement to the terms.

FISCAL IMPACT:

The \$25,000 for the emergency transportation services has been included in the City Manager's Recommended Operating Budget for FY 2007.

Respectfully Submitted,


CYNTHIA J. KURTZ
City Manager


PERCY CLARK JR., Ph.D.
Superintendent