

**Transportation Services Agreement
Brooklyn Center Community Schools, ISD 286
&
Roseville Area Schools, ISD 623**

This Transportation Services Agreement ("Agreement") is entered into as of June 1, 2024, by and between: Brooklyn Center Community Schools, ISD 286, and Roseville Area Schools, ISD 623.

RECITALS

WHEREAS, Brooklyn Center Community Schools, ISD 286, is located at 5910 Shingle Creek Parkway, Brooklyn Center, MN 55430, and is herein referred to as "ISD 286";

WHEREAS, Roseville Area Schools, ISD 623, is located at 1251 County Road B2 W, Roseville, MN 55113, and is herein referred to as "ISD 623";

WHEREAS, ISD 286 welcomes the opportunity to work with District B on optimizing efficiencies and enhancing their transportation system;

WHEREAS, the parties have negotiated the terms and conditions of this Agreement and have determined that it is in the best interests of the public and the Parties to execute this Agreement;

WHEREAS, ISD 623 desires to engage ISD 286 to provide the services described in this Agreement and ISD 286 is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, based on the Recitals above and in consideration of the terms and conditions expressed in this Agreement, ISD 286 and ISD 623 agree as follows:

Scope of Services:

1. Services

- a. ISD 286 shall provide the following transportation oversight services to ISD 623:
 - i. Reviewing current transportation systems and operations.
 - ii. Developing strategies for optimizing routes and schedules.
 - iii. Analyzing transportation data to identify efficiencies and cost-saving opportunities.
 - iv. Providing recommendations for improving daily operating procedures.
 - v. Assisting with the implementation of technology solutions.
 - vi. Conducting training sessions for transportation staff.
 - vii. Reviewing transportation vendor contracts and providing recommendations.

2. Services Not Provided

- a. ISD 286 shall not provide ISD 623 the following services:
 - i. Parent/staff/community communication (phone/email)
 - ii. Daily on-site support

3. Reports and Recommendations

- a. ISD 286 shall deliver written reports outlining findings, recommendations, and proposed action plans to ISD 623 upon completion of each phase of the services or upon request.

4. Meetings and Updates

- a. ISD 286 shall schedule regular meetings with representatives from ISD 623 to provide updates on the progress of the services and to address any questions or concerns.

Term:

This Agreement shall commence on June 1, 2024, and shall terminate on the last student day of the 2024-2025 school year for ISD 623, unless earlier terminated in accordance with the provisions of this Agreement. This Agreement will not automatically renew.

Compensation:

In consideration of the services provided by ISD 286, ISD 623 shall pay a total fee of \$45,000.00.

\$30,000.00 Routing Support

\$15,000.00 Setup and Administrative Services

The fee shall be paid in equal installments on a monthly basis, with the first installment due upon the execution of this Agreement, and the next payment due on the 1st of each month thereafter.

Authorized Representatives:

ISD 286's authorized representative for purposes of administration of this Agreement is Guttu Meleka, Assistant Director of Operations, or his designee. ISD 623's authorized representative for purposes of administration of this Agreement is Shari Thompson, Director of Business Services, or her designee.

Notices

Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

If to ISD 286: Independent School District No. 286
Attn: Guttu Meleka, Assistant Director of Operations
5910 Shingle Creek Parkway
Brooklyn Center, MN 55420

If to ISD 623: Independent School District No. 623
Attn: Shari Thompson, Director of Business Services
1251 County Road B2 W
Roseville, MN 55113

Liability/Indemnification:

ISD 623 agrees that it is solely responsible for any and all claims, lawsuits, causes of actions, damages, or losses related to the transportation services that it provides. ISD 623 agrees to protect, defend, indemnify, save, and hold harmless ISD 286, its school board members, officers, officials, employees, attorneys, agents, and volunteers from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, arising from the transportation services that ISD 623 provides or any claims related to this Agreement. This obligation survives termination of this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which either party is entitled.

Data Practices

Any and all data created, collected, received, stored, used, maintained, or disseminated by ISD 286 pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. ISD 286 agrees to notify ISD 623 within three (3) business days if it receives a data request from a third party related to this Agreement. This paragraph does not create a duty on the part of ISD 286 to provide access to public data if the public data are available from ISD 623, except as required by the terms of this Agreement. These obligations survive termination of this Agreement.

Confidentiality:

ISD 286 agrees to maintain the confidentiality of all proprietary information disclosed by ISD 623 during the term of this Agreement and thereafter.

Termination:

1. This Agreement may be terminated as follows:

- a. Mutual written agreement signed by both parties at any time. The other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Minnesota, without giving effect to any choice of law or conflict of law provisions.

Entire Agreement:

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings, whether oral or written, relating to such subject matter. No amendments may be made to this Agreement except upon mutual written agreement signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Brooklyn Center Community Schools, ISD 286	Roseville Area Schools, ISD 623
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: