

Enclosure: V.G.

THE GROSSE POINTE PUBLIC SCHOOL SYSTEM
Grosse Pointe, Michigan

AGENDA NUMBER & TITLE: V.G.

**Approval of Trinity
Transportation Contract**

BACKGROUND INFORMATION:

Trinity Transportation provides student transportation for our special education, athletics, field trips, summer programs and one general education route. Our current contract expires June 30, 2021.

Trinity Transportation has proposed to maintain all services for the 2021-2022 school year with a fee increase of 2.0%. This fee increase is comparable to other contracted services we purchase that have already been negotiated for next year. The draft contract is enclosed for your review.

REQUEST:

The Board of Education approve a one-year contract extension with Trinity Transportation for the 2021-2022 school year.

Funding Source		
<input checked="" type="checkbox"/> General Fund	<input type="checkbox"/> Bond Fund	<input type="checkbox"/> Sinking Fund

Amanda Matheson
Deputy Superintendent for Business Operations

AGREEMENT FOR THE TRANSPORTATION OF PUPILS

This **AGREEMENT FOR THE TRANSPORTATION OF PUPILS**, hereinafter referred to as the “**AGREEMENT**”, is made and entered into this 1st day of July, 2021, by and between **THE GROSSE POINTE PUBLIC SCHOOL SYSTEM**, with a principal office located at 389 St. Clair Avenue, Grosse Pointe, Michigan, hereinafter referred to as “**DISTRICT**”, and **TRINITY, INC.**, a Michigan corporation, with offices located at 4624 13th Street, Wyandotte, Michigan 48192, hereinafter referred to as “**CONTRACTOR**.”

1. Scope of Services. **CONTRACTOR** shall provide pupil transportation services to **DISTRICT** which includes, but are not limited to, transporting students within such parameters and routes approved by the District; providing equipment, storage and maintenance thereof; providing all employees to perform such services; and administrative, supervisory and operational services required thereby ("Work") based on the assumptions and at the rates set forth on Schedule A.

2. Change in Scope of Services.

(a) **Minimum Operating Days:** This Agreement and Contractor’s rates set forth hereunder contemplate a base term of one (1) year and a minimum of 174 operating days per school year in accordance with the regularly scheduled school year. **DISTRICT** agrees to provide **CONTRACTOR** with reasonable written notice if **DISTRICT** cancels any school days such that the number of minimum operating days falls below 174.

(b) **Payment for Cancelled Days:** **CONTRACTOR** will invoice **DISTRICT** and **DISTRICT** agrees to pay a sum equal to fifty percent (50%) of the daily rate for each operating day cancelled up to five (5) days (day 173 through day 169). If the total number of cancelled days during the school year exceeds 5, **DISTRICT** and **CONTRACTOR** agree to engage in good faith negotiations of an adjustment to **CONTRACTOR**’s daily rate, provided any reduction shall be between thirty percent (30%) and fifty-eight (58%) of **CONTRACTOR**’s daily rate. The parties agree that said negotiations shall be governed by the following conditions:

- i. The parties shall commence negotiations within seventy-two (72) hours of **DISTRICT** providing notice of the cancellation of operating days.
- ii. **DISTRICT** agrees to pay **CONTRACTOR** a sum equal to 30% of **CONTRACTOR**’s daily rate during the pendency of the negotiations.
- iii. Should the parties fail to reach an agreement within thirty (30) days of **DISTRICT**’s notice of cancellation of operating days, the parties agree to submit the matter to a mediator selected by the parties, with such mediation to be held in Wayne County, Michigan. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. In the event the dispute is not resolved through mediation, the parties agree to immediately proceed to arbitration, in accordance with Section 24 of the Agreement.

(c) **Change in Level of Service:** If the average daily number of routes, mid-day runs, shuttles or after school runs is changed by ten percent (10%) or more from Schedule A, **CONTRACTOR**, upon written notice to **DISTRICT**, may request an adjustment to rates, which shall be conducted in good faith. If the parties cannot reach an agreement, either party may terminate the Agreement upon sixty (60) days written notice to the other party.

3. Payment for Services. On or about the first business day of each month **CONTRACTOR** shall submit invoices in the form and number required by **DISTRICT** for all transportation services performed under this **AGREEMENT** during the prior month. **DISTRICT** shall not be charged or invoiced for

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any transportation services or Work that is/are not performed, subject to the terms of this AGREEMENT.

(a) Payment for such services will be made in check, money order, or ACH or wire transfers within a reasonable time after receipt of invoice, not to exceed thirty (30) calendar days. Payment by credit card is accepted but requires an increase in the invoiced amount of two and one-half percent (2.5%) to cover processing fees.

(b) If District, acting in good faith, disputes the accuracy of all or part of any invoice, District must notify Contractor of such dispute within twenty (20) calendar days of the receipt of the invoice, including the specific line item subject to dispute and the reasons for the dispute. Notwithstanding such dispute, District shall pay all undisputed amounts in accordance with this Section 3.

(c) In the event undisputed sums due and payable are not received within ten days after the due date, a late charge of 1.5% per month or the maximum percentage allowed by law, whichever is less, of the outstanding balance will be assessed upon the account.

(d) In the event such undisputed sums are not received within sixty (60) days, service may be discontinued until such time as Contractor has received all sums due, and District shall hold Contractor harmless for any damages resulting from the discontinued service due to District's failure to pay.

4. Rates. The rates are set forth in Schedule A attached hereto.
5. Change in Law. Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference, in the event any federal, state, local or other government body's statutes, laws, orders, rules, guidelines, or regulations require material changes to the scope of work or the bid specifications of the DISTRICT (such as major scheduling, routing, or enrollment changes or additions of special needs or physically handicapped children, which require added transportation equipment), CONTRACTOR, upon written notice to DISTRICT, may request a renegotiation of the Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Agreement resulting from such renegotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the Agreement upon thirty (30) days' notice.
6. Term. The term of this AGREEMENT shall be for a period of one (1) years beginning July 1, 2021 through June 30, 2022. This AGREEMENT shall be renewable for two (2) additional terms of one (1) years, at the option and mutual written agreement of both parties, taking into consideration CONTRACTOR'S performance under this AGREEMENT and cost negotiations, and subject to applicable statutes and regulations.
7. Document Agreement. This AGREEMENT contains all the terms and conditions agreed upon by the Parties and no other agreement, oral or otherwise, including DISTRICT's Request for Proposal, regarding the subject matter of this Contract, or any part thereof, shall have any validity or bind the Parties. The complete AGREEMENT consists of this AGREEMENT and the Proposal of CONTRACTOR, which is incorporated herein by reference. In the event of any conflict between the terms of this AGREEMENT and the Proposal, the terms of this AGREEMENT shall govern.
8. Permits and Licenses. CONTRACTOR, its employees, and its agents shall secure and maintain valid permits, licenses, and certifications as required by law for the execution of this AGREEMENT. CONTRACTOR shall comply with and observe all provisions of applicable federal and state law in all material respects, and shall comply with all of District's policies communicated to CONTRACTOR and not otherwise inconsistent with this Agreement.

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9. Insurance. CONTRACTOR shall maintain insurance as set forth below during this AGREEMENT period and shall furnish a certificate of insurance for General and Auto Liability coverage and for Workers' Compensation coverage. CONTRACTOR shall furnish new Certificates of Insurance for liability coverage and for Workers' Compensation coverage within thirty (30) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given to DISTRICT. Certificates of insurance shall identify DISTRICT as the Certificate Holder and an Additional Insured. The insurance provider(s) shall be registered to do business in the State of Michigan.

General and Auto Liability insurance shall be maintained to protect CONTRACTOR from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of CONTRACTOR under this AGREEMENT. General and Auto Liability insurance shall each have a combined single limit of Five Million Dollars (\$5,000,000). Workers' Compensation insurance shall be maintained as required by law and to protect CONTRACTOR from claims, which may arise from its operation under this AGREEMENT.

CONTRACTOR'S failure to provide and continue in force such insurance coverage shall constitute a material breach of this Agreement, and permit DISTRICT to immediately terminate this Agreement by written notice to CONTRACTOR.

10. Hold Harmless Agreement. CONTRACTOR shall hold harmless and indemnify DISTRICT, its Governing Board, Officers, Agents, and Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of CONTRACTOR or of any person, firm, or corporation, directly or indirectly employed by CONTRACTOR upon or in connection with its performance under this AGREEMENT.
11. Safety Program. CONTRACTOR shall provide formal safety instruction on a regular basis for all operating personnel assigned to this AGREEMENT.
12. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of this AGREEMENT, CONTRACTOR is an independent contractor, and neither CONTRACTOR, its employees or its Agents shall be considered to be an Officer, Agent, or Employee of DISTRICT.
13. Assignments. CONTRACTOR may assign or transfer any of its rights, burdens, duties, or obligations under this AGREEMENT to its parent company, affiliates, subsidiaries, or related legal entities, so long as any such assignee shall agree to assume all of the obligations of CONTRACTOR under this Agreement. CONTRACTOR will advise DISTRICT of such assignment or transfer.
14. Subcontracting. CONTRACTOR will not subcontract any of its rights, burdens, duties, or obligations under this AGREEMENT without the written consent of DISTRICT, except on a short term, interim basis in the event of an emergency. Consent shall not be unreasonably withheld.
15. Routing and Scheduling. Prior to the start of any service under this AGREEMENT, DISTRICT and CONTRACTOR shall cooperatively establish routes and schedules conforming to the needs of DISTRICT. If, at any time during the term of this AGREEMENT, it is determined by mutual consent that service may be improved by revisions to routing, scheduling, or bus assignment, DISTRICT and CONTRACTOR shall plan and institute such changes jointly. CONTRACTOR shall have sufficient notice to review such changes and evaluate the safety considerations. All routes, schedules, and bus stops shall be established by CONTRACTOR on such basis as may be determined by it to be most efficient, but shall be approved by DISTRICT and shall not be revised without mutual consent and authorization.
16. Contractor's Personnel. CONTRACTOR shall employ and assign for services under this AGREEMENT a sufficient number of regular and substitute drivers based on projected basic and

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supplementary transportation, taking into account the current driver absence rates. CONTRACTOR shall be solely responsible for hiring and discharging its employees. DISTRICT shall have the right to request removal of any of CONTRACTOR's employees from providing services under this AGREEMENT provided that such request is made in writing with the reasons set forth and provided that such request does not violate any laws against discrimination. The Contractor acknowledges and agrees that in accordance with Michigan Public Act 84 of 2006, as amended, the Contractor shall be required to have all on-site personnel such as managers, clerical staff, bus drivers (including substitutes), mechanics, as well as any and all of its agents, employees or representatives who will regularly and continuously be on any District premises to carry out the Work, transportation services or maintenance services contemplated by this AGREEMENT, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation in accordance with MCL 380.1230 and MCL 380.1230a, prior to commencing any Work under this AGREEMENT. These criminal background checks must be completed through the District, or if permitted by law, having said Contractor personnel provide written notification to the District that said individual has previously completed fingerprinting and a criminal history and background check as a Contractor employee or agent in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and indicating that the individual consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If such transfer is not permissible under applicable law, the Contractor acknowledges and agrees that the Contractor personnel will be required to undergo the full fingerprinting and background check process. Additionally, the Contractor represents and warrants to the District that it will require all its personnel to report to the District within three (3) business days of when any of its agents, employees or representatives who will regularly and continuously be on the District's premises to carry out the Work, transportation services and/or maintenance services contemplated by this AGREEMENT, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's (or its employees' or agents') failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the District, to enable the District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel." The Contractor acknowledges and agrees that all background checks must be completed through the District and the District will not accept any background checks conducted through the Contractor.

17. Record Keeping and Accident Reports. CONTRACTOR will be required to provide access to any and all operational records related to the provision of services under this AGREEMENT and kept in the ordinary course of business to DISTRICT within 30 days of DISTRICT's written request for such records. DISTRICT shall maintain the confidentiality of CONTRACTOR's records. All operational records, including, but not limited to audio, digital and video recordings are, and shall be, the exclusive property of CONTRACTOR.

All equipment involved in an accident shall be reported as defined by law. Accidents involving CONTRACTOR'S equipment or personnel while operating for DISTRICT shall also be reported to

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DISTRICT. If requested by DISTRICT, pupil injuries not involving acceleration, deceleration, or movement of the bus may also be reported to DISTRICT on forms provided by DISTRICT.

18. Equipment Requirements. All buses supplied under this AGREEMENT shall be approved school buses, as defined by applicable statutory or administrative codes within the State of Michigan.

(a) Regular preventive maintenance shall be practiced on all buses. The Contractor shall maintain all buses in strict accordance with all State, Federal, and any other local government minimum standards for school buses, including but not limited to, the Pupil Transportation Act, Michigan Public Act 187 of 1990, as amended, MCL 257.1801 et seq. (the "Pupil Transportation Act"), and such additional requirements as set forth herein. All buses servicing the District shall be inspected annually in accordance with the Pupil Transportation Act (by the Michigan Department of State Police (the "MSP") or other entity authorized by law and approved by the District in advance and in writing) and the Contractor shall submit, in writing, the inspection results of all buses serving the within thirty (30) days of the completion of the inspections required by law. Contractor shall verify to the District in writing prior to the commencement of any Work under this AGREEMENT, that all buses used for the provision of the transportation services have been inspected as required by law and have passed that inspection. Contractor shall neither operate nor permit to be operated any bus which has not been inspected as required by law or has failed inspection. The District shall have the right to inspect, at any time, any and all buses used for the provision of the transportation services for purposes of ensuring compliance with all applicable laws and the terms and conditions of this AGREEMENT. Any violation of this subparagraph 17(a) will result in an automatic and immediate termination of this AGREEMENT and the District shall not be responsible for any services not performed irrespective of any other provision of this AGREEMENT.

(b) Spare buses of appropriate sizes, and meeting all the above requirements, shall be located by CONTRACTOR at points close enough to DISTRICT so they may be substituted for regularly assigned buses, if needed, without delay.

(c) It is specifically understood between the Parties that prices under this AGREEMENT do not include modifications to vehicles not required as of the date of this Agreement but that during the term of this Agreement become required by government agencies or DISTRICT. If, during the term of this AGREEMENT, such equipment modifications, including seat belts, are mandated, CONTRACTOR and DISTRICT shall negotiate in good faith price increases related to such modifications. Such renegotiations shall include, but shall not be limited to, the payment schedule, duration of this AGREEMENT, levels of service, etc. Any modification to this AGREEMENT resulting from such renegotiations shall become effective on a mutually agreed-upon date.

19. Fuel. Fuel shall be paid for and provided by CONTRACTOR.

20. Termination of Agreement. If either Party refuses or fails to perform services as required as specified in this AGREEMENT, or any separable part thereof, the other Party may, without prejudice to any other right or remedy, serve written notification upon it of intention to terminate and, unless within forty-five (45) days after service of such written notice of the condition or violation the party in breach shall cease and make satisfactory arrangements for the correction thereof, this AGREEMENT shall, upon the expiration of the forty-five (45) days, cease and terminate.

21. Notices: Notices to either party to this AGREEMENT shall be in writing and shall be considered duly served and delivered if such notice is delivered by hand; mailed via the United States mail, certified, return receipt requested; or sent via overnight service. All such notices shall be addressed to:

DISTRICT:

Ms. Amanda M. Matheson
Deputy Superintendent for Business Operations
Services Grosse Pointe Public School System

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389 St. Clair Avenue
Grosse Pointe, Michigan 48230

CONTRACTOR: Trinity, Inc.
Attn: Contract Management Specialist
2601 Navistar Drive
Lisle, Illinois 60532
Telephone: (630) 821-5400

22. Discipline. CONTRACTOR will report serious or persistent misconduct on the part of students to the designated DISTRICT employee. DISTRICT may, in its discretion, impose reasonable and appropriate disciplinary measures upon the students in accordance with its policies and Student Code of Conduct.
23. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, pandemic, governmental / executive order, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of either party.
24. Dispute Resolution. The parties agree to meet and confer in good faith on all matters and disputes under this AGREEMENT. If a dispute is not resolved under the foregoing, and one party informs the other in writing that it reasonably believes that the differences between the parties are not likely to be reconciled through further negotiation, then the parties agree to submit such dispute to binding arbitration. Such arbitration shall be conducted by a single private arbitrator if the parties agree to such a format. If the parties cannot agree to a single-arbitrator format or to the appointment of a single arbitrator, then binding arbitration shall take place under the Commercial Rules of the American Arbitration Association (“AAA”). Such AAA arbitration will be held as promptly as possible in Michigan and will be conducted before a panel of three (3) members. DISTRICT and CONTRACTOR shall each select one arbitrator for an AAA arbitration, and the third arbitrator shall be selected by agreement of the other two arbitrators so chosen. The decision of a single arbitrator or a majority of the arbitration panel in an AAA arbitration will be binding on the parties and may be submitted for enforcement to any court of competent jurisdiction. Each party shall bear its own costs of the arbitration, including attorney ar, provided that the parties shall each pay one-half of the costs of the arbitrator(s), and provided that the arbitrator(s) shall have the discretion to award attorney fees to the prevailing party.
25. Choice of Law. This AGREEMENT shall be governed and enforced with the laws of the State of Michigan.
26. Severability. In the event any provision of this AGREEMENT is determined to be illegal or void, the remainder of this AGREEMENT shall remain in full force and effect.
27. Confidentiality. CONTRACTOR shall keep confidential and not disclose to third parties any information protected under the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, *et seq.*, and the associated regulations contained at 34 C.F.R. Part 99. Only personnel of CONTRACTOR with a need to know such information may have access to such information.
28. Wage Protection. In the event market conditions dictate that employee wage increases are necessary or a state of emergency, other governmental action or legislative mandate require the Contractor to increase its wages paid to its bus drivers, DISTRICT and CONTRACTOR agree to negotiate in good

[CSC # 4116]

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faith to mitigate the financial impact of any increased wages for bus drivers. In the event the District and the Contractor cannot come to a mutual agreement, the Contractor has the right to terminate the Agreement upon ninety (90) days written notice to DISTRICT.

29. Compliance with Laws. Each party shall comply in all material respects with all laws, ordinances, or governmental or regulatory rule or regulation, whether federal, state, or local.

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

TRINITY, INC.

**GROSSE POINTE PUBLIC SCHOOL
SYSTEM**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[CSC # 4116]

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SCHEDULE A

Price Schedule – School Year 2021/2022

\$333.93 per bus per day for am/pm route service (12 buses X 180 days)	\$721,288.80
\$86.15 per day per aide for am/pm route service (12 aides X 180 days)	\$186,084.00
\$160.74 per day Mid-Day only Barnes route (3 X 180 days)	\$86,799.60
\$43.07 per day Mid-Day only Aide for Barnes route (2 X 180 days)	\$15,505.20
Special Needs Bus Total	\$1,009,677.60
\$86.15 per round trip sedan trip to Local Centers (3 X 180 days) Including Macomb Academy	\$ 46,521.00
\$333.93 per day round trip sedan to Burger, Inkster MI (1 X 180 days)	\$ 60,107.40
Special Needs Sedan Total	\$106,628.40
\$302.94 per bus per day for am/pm route service (3 x 180 days)	\$163,587.60
General Education Bus Total	\$163,587.60
•• ESY summer program pricing will be based on the above rates ••	
•• Field and Athletic Trips will be \$51.60 per hour with a 2 hour minimum ••	
•• Trinity will allow flexibility in the total number of General Education Routes without penalty, as long as the total number of routes/vehicles is determined and communicated from the District with at least 30 days' notice prior to the start of the school year. ••	