

Transportation Services Contract

This Transportation Services Contract (the “Contract”), made and entered into as of this _____ day of _____ 2020, by and between The City of North Royalton, an Ohio municipality, after this called “Recipient,” and Senior Transportation Connection, an Ohio non-profit corporation, after this called “Contractor”.

WHEREAS, the Recipient desires to retain the services of competent and qualified Contractor to provide certain transportation services to the Recipient, and;

WHEREAS, the Contractor is competent and qualified to furnish services to the Recipient and has provided a responsive and responsible proposal, and desires to provide transportation services according to the terms and conditions stated herein. Now, therefore, in consideration of the mutual covenants, agreements and considerations contained herein, the Recipient and Contractor agree as hereinafter set forth:

SECTION 1: CONTRACTOR AS AN INDEPENDENT CONTRACTOR

The Contractor shall provide the services required herein strictly under a contractual relationship with the Recipient and is not, nor shall be, construed to be an agent or employee of the Recipient. As an independent Contractor, the Contractor shall pay any and all applicable taxes required by law. In performing the services hereunder, the Contractor shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, social security and Medicare taxes, Federal unemployment taxes, and any other withholdings from its employees’ wages or salaries.

- A) The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
- B) The Contractor shall not be exclusively bound to the Recipient and may provide service to other private and public entities.

SECTION 2: TERM

Subject to the termination provisions contained in this Contract, the term of this Contract shall be for the period beginning February 1, 2020 and ending December 31, 2020, unless either party serves written notice to the other party at least ninety (90) days prior to the end of the term.

SECTION 3: SCOPE OF SERVICES PROVIDED BY THE CONTRACTOR

OVERVIEW

Contractor shall conduct the day-to-day operation of the Recipient's Senior Transit operations. The Senior Transit service serves senior residents 60 years of age and older, ADA certified individuals, and other individuals requiring trips. Services operate Monday through Friday, 7:30AM to 4:00PM, within the specific service areas. The service does not operate on holidays as referenced in Exhibit A. During the term of the Contract, the Contractor reserves the right to adjust service hours, routes, schedules, so as to accommodate ridership, upon such terms and conditions as mutually agreed by the parties.

FEES

Monthly trip volume is estimated at 195 (39 individual & 156 group) one way trips. One-way trip volume estimates are presented for planning purposes only, and do not represent a volume guarantee or commitment by the Contractor and/or Recipient

As compensation for the services provided by Contractor, the Recipient shall pay the Contractor a fixed base rate of \$9.00 one-way passenger trip for the Recipient's senior center, lunch programs and group shopping activities. It is anticipated that a group trip constitutes a minimum of five individuals going to same destination, however a trip to the senior center, lunch program or group shopping activities shall be billed at the \$9.00 one-way passenger trip regardless of the number of individuals. The base rate for individual one-way trips is \$18.00 which reflects a \$15.00 per one way trip credit for use of City's vehicles. Individual trips are defined as medical appointments only. No medical treatment, therapy or other personal trips are permitted.

A passenger must cancel transportation services without the Recipient incurring a charge by notifying the Contractor before 7:00 am the day of service. If the Contractor is notified after this time or does not receive a notice of cancellation, the Contractor may bill the Recipient for a one way passenger trip for each no show over 5% of total no shows for that month. The Contractor will notify the Recipient of same day no shows by providing the name of client and reason, if applicable. This policy applies to individual trips only.

The Recipient reserves the option, exercisable by reasonable advance written notice to Contractor, of capping the quantity of one-way trip reservations in total or by destination taken by the Contractor per month.

Recipient will be electronically invoiced monthly to

City of North Royalton
Attn: Finance Director
14600 State Road
North Royalton, Ohio 44133

or such other address as Recipient may specify in writing to Contractor. Transportation invoices shall be paid within fifteen (15) days from the first day following the first full calendar month of service. Any payment more than five (5) days late shall include a late fee of \$25.00.

FUEL ESCALATION

The negotiated base rate assumes fuel cost at or below \$2.50 per gallon. Fuel escalation will be determined by using a monthly average by obtaining weekly fuel prices each Friday shown on www.aaafuelgaugereport.com. The per trip rate charged would be adjusted +/-25 cents for every 25 cents increments as reported for the Cleveland-Elyria-Lorain market as compared to the base proposal rate of no greater than \$3.00 dollars per gallon. The per trip rate, charge will be adjusted as illustrated below:

If the price of fuel is	To	Fuel Adjustment	Base Adjusted Rate \$9.00
<\$2.50	\$2.50	No Adjustment	No Adjustment
\$2.51	\$2.76	\$0.25	\$9.25
\$2.77	\$3.02	\$0.50	\$9.50
\$3.03	\$3.28	\$0.75	\$9.75
\$3.29	\$3.54	\$1.00	\$10.00
\$3.55	\$3.80	\$1.25	\$10.25
\$3.81	\$4.06	\$1.50	\$10.50
\$4.07	\$4.32	\$1.75	\$10.75
\$4.33	\$4.58	\$2.00	\$11.00

If the price of fuel is	To	Fuel Adjustment	Base Adjusted Rate \$32.00
<\$2.50	\$2.50	No Adjustment	No Adjustment
\$2.51	\$2.76	\$0.25	\$32.25
\$2.77	\$3.02	\$0.50	\$32.50
\$3.03	\$3.28	\$0.75	\$32.75
\$3.29	\$3.54	\$1.00	\$33.00
\$3.55	\$3.80	\$1.25	\$33.25
\$3.81	\$4.06	\$1.50	\$33.50
\$4.07	\$4.32	\$1.75	\$33.75
\$4.33	\$4.58	\$2.00	\$34.00

SERVICE AREA Service area is commonly defined as the city of North Royalton; it's incorporated and non-incorporated divisions including the adjacent cities in Cuyahoga County.

The Contractor will operate according to the protocol approved by the Contractor and the Recipient. Changes to that protocol will be discussed and agreed to by both parties, in writing, before becoming effective. The protocol is attached as Exhibit C

OPERATING SCHEDULE

- A) The normal business hours of service are from 7:30 am to 4:00 pm, Monday through Friday. The Contractor may elect, without obligation, to provide extended service at its sole discretion.
- B) The Contractor maintains a policy on closings in case of weather related conditions and emergencies. This policy is attached as Exhibit B to this Contract. The Contractor will perform trips as scheduled and confirmed with passengers and Recipient.
- C) For all Holidays mandated by the Contractor and/or Recipient shall be observed and service shall not be provided.

SECTION 4: TRIP RESERVATIONS AND SCHEDULING

- A) All riders shall be registered with the Recipient and the Contractor prior to being provided transit service. Recipient's staff will adequately assess anyone who has not used the service. If the riders have not provided the appropriate registration information to the Contractor the Recipient shall do so in a timely manner
- B) The Contractor will accept trip requests up to 12:00 noon three days before travel, but can accept requests up to three weeks in advance.
- C) The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a suggested time.
- D) Electronic manifests will include the passenger's name, the location of each passenger's pick-up and drop-off point, whether the passenger travels with a wheelchair, travels with a companion or personal care attendant, and any special circumstances or requirements pertaining to the passenger. This manifest will be available for Recipient's inspection at any time upon reasonable advance notice.
- E) Some trips may be added to the manifest during the same service day, if schedules permit, as determined by the Contractor in its sole discretion. Added trips will be transmitted either by phone or by other means determined by the Contractor's dispatcher. Trips cancelled prior to service will be handled in the same manner as add-ons. A log shall be maintained to add-ons, cancellations, and no-shows each day.
- F) Allocations of trips will be based on Contractor's equipment, capacity and geographic location for most effective scheduling.

WILL-CALL RETURNS / ADD-ON TRIPS

Some trips cannot be accurately pre-scheduled. A portion of these will-call returns / add-on trips will be transmitted by phone or other means to the Contractor's driver to insert in their previously transmitted manifests, or taxi service may be used at the discretion of the Contractor's dispatcher.

MONITORING AND SUPERVISION

The Contractor shall be responsible for monitoring and supervising service. The Contractor shall be responsible for dispatching or arranging for back-up vehicles, road service calls, towing and other driver supervisory services as needed. Documentation of these occurrences shall be maintained on a dispatcher's log.

PERFORMANCE LOG

The Contractor shall maintain a log with information on safety concerns, passenger complaints, passenger behavior problems and any other activity reasonably required by Recipient. STC will comply with the City's transportation policy. The Contractor will provide the log to the Recipient's designee upon request.

REFUSAL OF SERVICE

The Contractor shall have the ability to refuse service to a passenger referred by Recipient only if it is believed the passenger cannot be transported safely or the passenger is disruptive, abusive or intoxicated. All service denials shall be reported to the Recipient's designee as soon as reasonably practical.

SECTION 5: COMPLIANCE WITH REGULATIONS

The Contractor shall be in compliance with all applicable Ohio Department of Transportation Rules and Federal Transit Administration Drug Testing requirements, as well as any and all other state, local and agency, department, commission, association or other pertinent governing, accrediting, or advisory body requirements as applicable to the provision of service under this Contract.

SECTION 6: SUBCONTRACTING

- A) Subcontracts and joint ventures are allowable, provided the Contractor assumes the following responsibilities:
 - 1) Serves as the sole contact responsible party with the Recipient.
 - 2) Assumes full responsibility for the performance of all its subcontractors.
- B) The Contractor shall provide an affidavit certifying that all subcontractors meet the requirements of the Contract. Failure of a subcontractor to comply with all requirements can be grounds for termination of the entire Contract.
- C) The Contractor agrees that it shall not permit any subcontractors, joint venture partners, or third parties to operate, control, or be in possession of the City vehicles at any time or under any circumstances.

SECTION 7: FACILITIES

- A) Operating Base. Contractor shall provide a base of operation with adequate facilities for administration, and unless the Contractor chooses to subcontract these functions, vehicle maintenance and service.
- B) Communications. The Contractor shall be required to operate a two-way communication system.

- C) Security. Contractor shall take all reasonable and necessary precautions to provide security for any equipment provided by the Recipient, as well as for records of operations.
- D) Telephone/fax/modem
 - 1) Contractor shall equip its administration and supervisory office with a fax machine on a dedicated telephone line and sufficient voice telephone lines to ensure that the supervisors and administrative staff can be reached during service hours.
 - 2) Contractor shall be required to provide, at its own expense, a computer with modem and dedicated phone line in order to perform live dispatching through automated scheduling system and software to download manifests.

SECTION 8: VEHICLES

- A) Use of Existing Fleet. The Recipient hereby agrees to provide its current fleet of Senior Transit vehicles to the Contractor for operation and facilitation of this Contract
- B) Acceptance of Fleet. Contractor shall have the right to inspect the condition of the fleet and shall only accept vehicles that are in good mechanical condition. The Recipient hereby agrees to cure any and all mechanical failures of its fleet before the provision of service commences.
- C) Maintenance. Contractor shall maintain vehicles and equipment in a safe, clean and sanitary condition at Contractor's cost. Contractor shall maintain records of all vehicle maintenance for the life of the contract. Vehicles and equipment shall be maintained in a manner so that they will not leak oil or other fluids. Contractor shall also be responsible for the costs of all fuel, oil, fluids, tires, replacement lights and batteries. On an annual basis STC will provide the City copies of all maintenance performed on the vehicles
- D) Inspections. Recipient will have the right to conduct inspections on Recipient's vehicles operated by the Contractor under this Contract. Any vehicle or equipment may be inspected upon reasonable advance notice by Recipient to Contractor to determine the operating condition of the vehicle or equipment and compliance with the terms of this Contract. Upon the expiration or termination of this Contract, Contractor shall return the Recipient's vehicle to the Recipient in good mechanical condition and with the equipment which was with the vehicle at the commencement of this Contract still intact and in good working condition.
- E) Storage of Fleet. The Recipient agrees to allow the Contractor to store the vehicles to facilitate this Contract at the Recipient's service garage / parking lot or other defined area, within the fenced and secure area when possible, although Contractor is not bound to do so.
- F) Sufficient Number. Contractor shall maintain a sufficient number of vehicles to meet the service levels to be negotiated as part of the Contract with the Recipient. Every effort will be made to include spare vehicles to allow for routine servicing, maintenance, repairs, vehicle breakdowns, and similar occurrences as may reasonably be anticipated. New and/or refurbished vehicles used in the transport of wheelchairs and other mobility devices shall meet the requirements of 49 CFR Part 38 of the

Americans with Disabilities Act (ADA). Upon request, the manufacturer or supplier of the vehicle shall supply evidence of compliance, in the form of a State of Ohio sticker affixed to the vehicle.

SECTION 9: DRIVERS

- A) Driver Selection. The Contractor shall establish a formal selection process that shall include:
- 1) Verification that the applicant has an appropriate, valid Ohio State driver's license and points based on Ohio law not in excess of 4 (four).
 - 2) Verification that the applicant is physically capable of driving the program vehicles; a pre-employment physical and drug screen is required. The Contractor shall be responsible for pre-employment physicals and drug screens, as well as medical certification as required.
 - 3) A criminal background check. The Contractor shall be responsible for background checks at the date of hire.
- B) Driver Training. The Contractor shall provide an approved training and retraining program, to teach driver proficiency and safety. The driver-training program will commence the first year of employment and shall include but not be limited to the following:
- 1) Defensive driving, using a program approved by the National Safety Council;
 - 2) Use of all special equipment associated with the job, such as wheelchair lifts, fire extinguishers and two-way communications devices;
 - 3) Operating procedures, including passenger assistance policies, fare collection, vehicle pre-operation checks, use of forms, record keeping and dispatch procedures;
 - 4) Familiarization with the service area; passenger assistance techniques, including training in dealing with the disabled and sensitivity training;
 - 5) Relevant policies and procedures contained in an Operator's Manual;
- In addition, the driver training shall include at least:
- a) Annual reviews of individual driver's responsibilities and performance;
 - b) Semi-annual observations of the driver's on-the-job performance. Supervisors should ride with the drivers to observe their driving techniques.
 - c) Maintaining records for all drivers to verify that the training has been received.
 - 6) Drivers shall be retrained in Defensive Driving and Passenger Sensitivity every three years. Individual training records shall be available for inspection by Recipient on request.
- C) Drug/Alcohol Testing. All drivers, as well as other safety sensitive positions, shall be subject to Drug/Alcohol Testing for pre-employment, random, post accident and probable cause, as required under Federal Transit Administration (FTA) Regulations. The Contractor shall pay the costs associated with such testing.

- D) English Fluency. All drivers shall be sufficiently skilled in English to carry on necessary conversations with passengers and the dispatcher and to read a vehicle schedule and fill out required reports.

SECTION 10: PASSENGER ASSISTANCE POLICY

- A) Drivers shall provide assistance as necessary from the door where the trip originates to the door of the destination. If a passenger does not wish assistance, the driver shall visually confirm that the passenger makes it safely inside the building at their destination. Drivers shall exercise tact at all times to ensure passengers' safety and allow them dignity and pride. Drivers shall provide assistance to passengers who use wheelchairs.
- B) Unsure Destination. In the event that any confusion occurs about the correct destination to which a passenger is to be taken (e.g. if the passenger says the location is wrong, the building is vacant or the address cannot be located), the driver shall confer with passenger and obtain instructions from the dispatcher. No passenger shall be boarded or debored at any address other than the one originally given to the operator without prior approval of the dispatcher.
- C) Waiting for and Notifying Passengers
 - 1) Drivers shall wait up to five minutes after parking the vehicle in clear view of the customer's residence or other pick up location, or where that is not possible, taking other reasonable steps to notify the customer that the vehicle is waiting.
 - 2) If the customer cannot be located, it will be considered a no-show and indicated on the manifest. The return trip will be cancelled and the Recipient will be charged for one (1) one-way trips.

SECTION 11: SERVICE INTERRUPTION

In cases where service is interrupted because of vehicle breakdown, accident or similar service interruption, the Contractor shall send a relief vehicle and/or driver to resume service within 90 minutes.

SECTION 12: ACCIDENTS

The Contractor shall report all accidents from the scene to the Recipient. The Contractor is responsible for responding to, investigating, and submitting to the Recipient a detailed written report within forty –eight (48) hours of any accident occurring while a passenger is being transported by vehicles and/or drivers providing service under this Contract. Failure to report an accident/incident involving a Recipient's customer can constitute grounds for termination of this Contract.

SECTION 13: REPORTING

The Contractor shall provide reports upon request that include:

- A) Information as may be required by Federal Transit Administration, Ohio Department of Transportation and information requested by the Metropolitan Planning Recipient Organization (MPO).

- B) Provision of any specialized reports as may be required by Recipient to fulfill existing funding agreements or regulatory requirements.
- C) Detailed monthly report including trip activity, no shows, cancellations and trip purposes.
- D) A summary of significant incidents and issues based on the Performance Log specified in Scope of Service herein.

SECTION 14: PAYMENTS

As consideration for the Contractor satisfactorily performing the Scope of Services set forth in Section 3 hereof and complying with other terms of this Contract, the Recipient shall pay the Contractor pursuant to the terms set forth in Section 3.

SECTION 15: CONTRACTOR'S PERSONNEL

- A) **Applicable Laws.** The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- B) **Immigration Reform and Control Act of 1986.** The Contractor certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- C) **Employment Discrimination.** During the performance of the Contract, the Contractor agrees to the following:
 - 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- E) **Fair Labor Standards Act.** The Contractor and any subcontractor shall pay all employees working on this Contract not less than the minimum wage specified in the Fair Labor Standards Act as amended.

SECTION 16: CONTRACTOR VEHICLES AND EQUIPMENT

- A) **Vehicles and Equipment.** Contractor shall maintain vehicles and equipment in a safe, clean and sanitary condition at Contractor's cost. Contractor shall maintain records of all vehicle maintenance for the life of the vehicle. Vehicles and equipment shall be maintained in a

manner so that they will not leak oil or other fluids. Vehicles and equipment that cannot be maintained in this manner shall not be used to provide the services covered as part of this Contract

- B) Annual Inspections. Recipient will have the right to conduct annual inspections on all vehicles utilized by the Contractor under this Contract. Any vehicle or equipment may be inspected upon reasonable advance notice by Recipient to Contractor to determine the operating condition of the vehicle or equipment and compliance with the terms of this Contract.

SECTION 17: COMPLIANCE WITH LAWS AND REGULATIONS

The Recipient and Contractor shall observe and comply with all laws, ordinances, rules, regulations, orders, and decrees applicable to them. By entering into this Agreement, the parties specifically intend to comply with all applicable state and federal laws, rules, and regulations, including (i) the personal services safe harbor of the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and in particular, that the services performed under the Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn) and (iii) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on sixty (60) days written notice to the other part. Additionally, each party shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Contract from the federal Government, State of Ohio or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

SECTION 18: INSURANCE

- A) Vehicle Insurance. The Contractor shall obtain and maintain during the term of this Contract liability insurance coverage in the amount of at least \$1,000,000/\$5,000,000 per occurrence. The Contractor shall supply the Recipient with a copy of a certificate of insurance showing such minimum liability insurance coverage prior to the time this Contract is executed and on each renewal date. The Contractor will name the City of North Royalton as additionally insured. **The applicable insurance shall also be provided for the City's vehicles.**
- B) General Liability Insurance. Contractor shall obtain Comprehensive General Liability insurance in the amount of at least \$1,000,000. Said coverage shall be "broad form" and shall specifically cover contractual liabilities including the hold harmless provisions of this Contract. Prior to the start of service under this Contract, the Contractor shall provide the Recipient a certificate of insurance, specifying coverage as required in this paragraph, underwritten by a carrier acceptable to the Recipient (and having a most recent published rating by A.M. Best Company of "A" or better) indicating that the Recipient and any subcontractor or agent of the Contractor engaged in any work under this Contract are

included as additional insured on said policy. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation.

SECTION 19: INDEMNIFICATION

To the fullest extent allowed under law: (a) the Contractor shall indemnify, hold harmless and defend the Recipient, its officers, agents, and employees, from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever resulting from arising out of, or in connection with the Contractor's performance or nonperformance of services pursuant to this Contract, whether said services are performed by the Contractor, its agents, appointees or employees, or on behalf of the Contractor by the Recipient, its agents or employees, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities result from, arise out of, or is in connection with the actions or inactions of the Recipient, its officers, agents, or employees, for the sole benefit of the Recipient and unrelated to the Contractor's performance or nonperformance of its services under this Contract. Indemnification shall obligate the indemnifying party to defend any and all claims and/or suits brought against the indemnified party which may result from the indemnifying party's performance or nonperformance of its services or obligations, as appropriate, pursuant to the Contract, as stated herein. This article shall survive the termination of this Contract.

SECTION 20: RECORDS

The parties shall maintain such financial records and other records pertaining to this Contract as may be prescribed by applicable federal and state laws, rules, and regulations, or other Ohio law. The parties shall retain these records for a period of three (3) years after final payment. Upon reasonable request, these records shall be made available during the term of the Contract and the subsequent three-year period for examination by the parties.

SECTION 21: TERMINATION

Either Party may terminate this Contract without cause upon 90 days advance written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the Recipient shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of Contract services, in accordance with this Contract, until the termination date and shall have no further obligation to perform services after the termination date. Upon termination, the Recipient shall be entitled to a refund from Contractor on a pro rata basis of any advance payments made by the Recipient to Contractor. Upon Termination of this Agreement for any reason, Contractor shall immediately tender the City vehicles to the City of North Royalton with a copy of all maintenance and inspection records.

SECTION 22: GOVERNING LAW AND VENUE

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Ohio. Venue in state court shall be in Cuyahoga County, Ohio.

Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Ohio without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

SECTION 23 SEVERABILITY

If any provision of this Contract shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 24: FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

SECTION 26: NOTICES

All notices sent pursuant to this Contract shall be sent to the following:

If to the Recipient: Judith McLaughlin
Director, Office on Aging/Human Services
City of North Royalton
North Royalton, Ohio 44133

If to Contractor: Janice Dzigiel
Executive Director
Senior Transportation Connection
4735 W. 150th St., Suite A
Cleveland, Ohio 44135

SECTION 27: ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties. There are no understandings or promises related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

[Signature page to follow]

Exhibit A
Policy: Holidays

The STC recognizes, offices and operations are closed, for the following 8 national holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

If any of the above holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be celebrated as the holiday.

Exhibit B
Policy: Inclement Weather

Purpose:

The purpose of this policy is to establish procedures to close or cease operations of the Call Center and transportation services due to hazardous weather conditions and/or local emergency and provide continuity of essential operations during inclement weather.

STC Responsibilities:

The Executive Director is responsible for determining if transportation services can safely be provided. The STC may consult with local community's law enforcement and safety departments to determine when and if transportation services need to be suspended.

If the decision is made to close the call center and/or cease operations the STC will contact the community representative and inform them of closing. In addition the STC will contact the all riders scheduled for that day and advise them of trip cancellations. Every effort will be made to schedule the rider on another day.

All trips that are cancelled due to inclement weather will be recorded as cancelled trips due to inclement weather conditions.

The call center management team and selected call takers will print the manifests for the potentially affected inclement weather days and take them to their homes. The documents will be brought back to the call center and shredded once the call center reopens.

All STC management staff will be required to contact the STC Executive Director once the affected providers and customers are contacted.

Community Responsibilities:

The local community or organization shall notify the STC if a decision is made to close the community/senior center due to inclement weather. The STC will contact all riders to notify them of closing and ride cancellation.

Individuals may need to contact the call center to cancel specific rides during inclement weather.

Note: If Cuyahoga County offices are closed then meal delivery through the Western Reserve Area Agency on Aging (WRAAA) is cancelled, and meals will not be served at the Centers.

North Royalton Operating Protocol

Exhibit C

Protocol Changes effective 7/1/17

Organization: **City of North Royalton**

Provider: North Royalton Funder: North Royalton

Office Address: **North Royalton Senior Center
13500 Ridge Road, North Royalton, Ohio 44133**

Contact name: **Debra J. Burrows, Outreach Specialist** Phone: **(440) 582-6333**

Judith McLaughlin, Director

Social Worker: Phone: **(440)582-6333**

Fax: 440-877-1168 Email: **dburrows@northroyalton.org**

Van: **ANY STC**

Van operating days and hours: **Mon. - Fri. 7:30 am to 4:00 pm**

STC Office Hours: **Mon. thru Fri. 7:00am to 5:00pm**

Registration procedure: **STC Procedures**

Individual bookings **YES** Subscriptions allowed: **YES**

Fares: There are no fares charged to riders

Service area: North Royalton, Middleburg Hts. (Southwest Hospital and Healthspan), Strongsville (East of Pearl Road), Centers for Families and Children, includes Parma Hospital (West of State Road), North to Brookpark- VA Outpatient facility, Broadview Hts. (West of I-77)

No medical treatment, therapy or other personal trips are permitted.

Cancellation procedure: **STC Policy**

Special Procedures:

Group Shopping Trips Schedule will be negotiated between the City and STC

Exhibit E

Description of Vehicles, Terms and Conditions

MV1- 57WMD2A60EM101670
Ford 350- 1FDEE3FS4BDA27131

- A. Term of Vehicle(s) Use and Operation. The term of Contractor's use and operation of Recipient's vehicle(s) shall commence on the date hereof and terminate on the date of the following events first to occur.
 - 1. That date which the Recipient has delivered written notice of its intention to return any vehicle(s); or
 - 2. That date which the Contract expires or is terminated in accordance with its terms.
- B. Ownership. Title to and ownership of the vehicles and equipment, shall at all times be and remain in the name of the Recipient. The Contractor shall have no rights of property, except the right to use in accordance with the terms of this agreement.
- C. Acceptance of Vehicle(s). Contractor acknowledges that it has inspected the vehicle(s) and accepts the equipment as being in good state of repair, except to the extent that the Contractor notifies the Recipient within ten (10) days of delivery. The Recipient hereby agrees to cure any and all mechanical failures or other defects of its fleet before the provision of service commences. Further, the Recipient shall be responsible for any and all mechanical failures and defects within the first sixty (30) days of the Contractor's possession.
- D. Vehicles and Equipment. Except as provided herein, the Contractor is responsible for all operating costs during the term of Contractor's use and operation of the vehicle(s), including but not limited to, the cost of fuel, oil, insurance, motor vehicle license, registration, and vehicle inspection fees.
- E. Repairs. Except as provided herein, Contractor shall maintain vehicles and equipment in a safe, clean and sanitary condition at Contractor's cost, ordinary wear and tear excepted. The Contractor shall maintain records of all vehicle maintenance for the period of time a vehicle is used and operated by Contractor.
- F. Annual Inspections. Recipient will have the right, at its cost, to conduct annual inspections on all vehicles utilized by the Contractor under this Contract. Any vehicle or equipment may be inspected upon reasonable advance notice by Recipient to Contractor to determine the operating condition of the vehicle or equipment and compliance with the terms of this Contract.
 - a. Surrender of Vehicle(s). Upon the termination of the Contract, the Contractor shall return the equipment to the Recipient in good condition and repair, allowing for normal wear and tear; provided, however, that if the vehicle and equipment has reach its maximum potential of its useful life of five (5) years,

and/or 100,000 miles, then Recipient shall accept the vehicle in its “as is” condition with no obligation for repair by Contractor. In addition, the Contractor may return a vehicle to recipient at any time with notice to the Recipient if the Contractor determines in its discretion that the cost of any repairs and/or maintenance resulting from ordinary use and wear and tear to a vehicle are not economically feasible or justified in light of the condition and/or remaining useful life of the vehicle. Upon termination of the Contract or upon surrender of the equipment of any other reason, Contractor shall return with the vehicle(s) all records for mechanical repairs and maintenance.