2018-103 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CITY OF GARFIELD HEIGHTS AND ITS FINANCE DIRECTOR BARBARA BIRO TO ALLOW BIRO TO RENDER TEMPORARY MUNICIPAL FINANCE SERVICES TO THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.

This Resolution is in the Finance Committee

2018-108 AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PREPARE AND FILE AN AMENDED 2019 CERTIFICATE OF ESTIMATED RESOURCES WITH THE CUYAHOGA COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.

Reading 3 (Blackwell) - Tabled

2018-111 A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF LAW DIRECTOR CONSOLO, AND HIS CONTRACT WITH THE CITY, TO CONTINUE AND REMAIN EFFECTIVE THROUGH DECEMBER 31, 2019, WITH RE-APPOINTMENT AND CONTRACT RENEWAL THEREAFTER TO BE FOR TERMS OF TWO (2) YEARS, AND DECLARING AN EMERGENCY.

On a Motion to Reconsider per Section 220.01(d)(4) of the Codified Ordinances of the City of Maple Heights

2019-01 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SENIOR TRANSPORTATION CONNECTION TO CONDUCT THE DAY-TO-DAY CALL CENTER AND SCHEDULING OPERATIONS OF THE CITY'S SENIOR TRANSIT OPERATIONS FOR THE CALENDAR YEAR 2019 IN THE AMOUNT OF SEVEN HUNDRED THIRTY DOLLARS ($730.00) PER MONTH, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2019-02 A RESOLUTION OBSERVING THE BIRTHDAY OF DR. MARTIN LUTHER KING, JR. AND HONORING HIS LIFE.

Reading 1 (Jackson)
11. Expenditures over $1,000.00
12. Mayor’s Report
13. Council & Council President’s Reports
14. Adjournment
1. Caucus: 6:30 pm  
2. Call to Order:  
3. Invocation/Pledge of Allegiance:  
4. Roll Call:  
5. Addendum:  
6. Approval of Minutes:  October 3, 2018 (Regular Meeting of Council)  
7. Council Committee Reports:  
8. Department Reports:  
9. Citizen’s Comments:  3-minute limitation  
10. Legislation:  

2018-108 AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PREPARE AND FILE AN AMENDED 2019 CERTIFICATE OF ESTIMATED RESOURCES WITH THE CUYAHOGA COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.  

Reading 3 (Blackwell) - Tabled  

2018-111 A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF LAW DIRECTOR CONSOLO, AND HIS CONTRACT WITH THE CITY, TO CONTINUE AND REMAIN EFFECTIVE THROUGH DECEMBER 31, 2019, WITH RE-APPOINTMENT AND CONTRACT RENEWAL THEREAFTER TO BE FOR TERMS OF TWO (2) YEARS, AND DECLARING AN EMERGENCY.  

On a Motion to Reconsider per Section 220.01(d)(4) of the Codified Ordinances of the City of Maple Heights  

2019-01 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SENIOR TRANSPORTATION CONNECTION TO CONDUCT THE DAY-TO-DAY CALL CENTER AND SCHEDULING OPERATIONS OF THE CITY’S SENIOR TRANSIT OPERATIONS FOR THE CALENDAR YEAR 2019 IN THE AMOUNT OF SEVEN HUNDRED THIRTY DOLLARS ($730.00) PER MONTH, AND DECLARING AN EMERGENCY.  

Reading 1 (Blackwell)  

2019-02 A RESOLUTION OBSERVING THE BIRTHDAY OF DR. MARTIN LUTHER KING, JR. AND HONORING HIS LIFE.  

Reading 1 (Jackson)  

11. Expenditures over $1,000.00  
12. Mayor’s Report  
13. Council & Council President’s Reports  
14. Adjournment
ORDINANCE NO. 2018-108
INTRODUCED BY: Mayor Annette M. Blackwell
MOTION FOR ADOPTION BY:

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PREPARE
AND FILE AN AMENDED 2019 CERTIFICATE OF ESTIMATED RESOURCES
WITH THE CUYAHOGA COUNTY FISCAL OFFICER, AND DECLARING AN
EMERGENCY.

WHEREAS, R.C. 5705.36 requires that at the beginning of each fiscal year the Finance
Director must certify to the County Fiscal Officer the total amount from all sources available for
expenditures from each fund set up in the tax budget, including certain unencumbered balances
that existed at the end of the preceding year; and

WHEREAS, the Interim Finance Director has recommended to Council that he be
authorized, pursuant to R.C. 5705.36, to certify and file with the Cuyahoga County Fiscal Officer
an amended official 2019 Certificate of Estimated Resources, as set forth in the attached Exhibit
A to reflect the 2019 Appropriations Budget.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maple
Heights, County of Cuyahoga, State of Ohio, that:

Section 1. The Finance Director is hereby authorized, pursuant to R.C. 5705.36, to file
with the Cuyahoga County Fiscal Officer an amended official 2019 Certificate of Estimated
Resources, as set forth in the attached Exhibit A, which is incorporated as if fully rewritten
herein.

Section 2. It is found and determined that all formal actions of this Council concerning
and relating to the passage of this Ordinance were adopted in open meetings of this Council, and
that all deliberations of this Council and of any of its Committees that resulted in such formal
action, were in meetings open to the public, in compliance with all legal requirements including
the City’s Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby determined to be an emergency measure necessary
for the immediate preservation of the public peace, health, safety and welfare of the residents of
the City and for the further reason to insure the financial integrity of the City and file the
amended 2019 Certificate of Estimated Resources to the County Fiscal Officer by December 31,
2018. It shall therefore become effective upon its passage by the affirmative vote of not less than
five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at
the earliest time allowed by law.

PASSED: ________________, 2018

_________________________________  
Ron Jackson, President of Council

_________________________________  
Annette M. Blackwell, Mayor
Ordinance No. 2018-108
Page Two

Approved as to legal form:

______________________________
Frank Consolo, Director of Law

ATTEST:

______________________________
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: ___________________________

______________________________
Leonette F. Cicirella, Clerk of Council
RESOLUTION NO.: 2018-111
INTRODUCED BY: Councilman Stafford L. Shenett, Sr. and Councilwoman Edwina Agee
MOTION FOR ADOPTION BY:

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF LAW DIRECTOR CONSOLO, AND HIS CONTRACT WITH THE CITY, TO CONTINUE AND REMAIN EFFECTIVE THROUGH DECEMBER 31, 2019, WITH RE-APPOINTMENT AND CONTRACT RENEWAL THEREAFTER TO BE FOR TERMS OF TWO (2) YEARS, AND DECLARING AN EMERGENCY.

WHEREAS, Law Director Frank Consolo was appointed by the Mayor, and approved by the Council, effective September 1, 2016 and entered into his current contract with the City providing that the term was "at the pleasure of the Mayor"; and

WHEREAS, Council now desires to confirm that the Mayor’s appointment of Law Director Consolo, and his current contract shall continue and remain in effect through December 31, 2019, and thereafter Law Director Consolo shall be re-appointed, subject to approval by Council as required by the Charter, for terms of two (2) years.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

Section 1. The Mayor’s appointment of Law Director Frank Consolo, and his current contract, shall continue and remain in effect through December 31, 2019, and thereafter Law Director Consolo shall be re-appointed, subject to approval by Council as required by the Charter, for terms of two (2) years.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that it is necessary for the daily operation of municipal departments, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: ____________________, 2018

Ron Jackson, Council President

Annette M. Blackwell, Mayor
Approved as to legal form:

__________________________
Frank Consolo, Director of Law

ATTEST:

__________________________
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: ________________________

__________________________
Leonette F. Cicirella, Clerk of Council
RESOLUTION NO.: 2019-01
INTRODUCED BY: Mayor Annette M. Blackwell
MOTION FOR ADOPTION BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH SENIOR TRANSPORTATION CONNECTION TO
CONDUCT THE DAY-TO-DAY CALL CENTER AND SCHEDULING
OPERATIONS OF THE CITY’S SENIOR TRANSIT OPERATIONS FOR THE
CALENDAR YEAR 2019 IN THE AMOUNT OF SEVEN HUNDRED THIRTY
DOLLARS ($730.00) PER MONTH, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Human Services Director have recommended to Council that the
City enter into a contract with Senior Transportation Connection to conduct the day-to-day call center
and scheduling operations of the City’s senior transit operations at a fixed base rate of Seven Hundred
Thirty Dollars ($730.00) per month, as set forth in the attached contract marked as Exhibit A, which is
incorporated as if fully rewritten herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights,
County of Cuyahoga, State of Ohio, that:

Section 1. The Mayor is authorized and directed to enter into a contract with Senior
Transportation Connection to conduct the day-to-day call center and scheduling operations of the City’s
senior transit operations at a fixed base rate of Seven Hundred Thirty Dollars ($730.00) per month, as
set forth in the attached contract marked as Exhibit A, which is incorporated as if fully rewritten herein.

Section 2. It is found and determined that all formal actions of this Council concerning and
relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below,
and that all deliberations of this Council and of any of its Committees that resulted in such formal action,
were in meetings open to the public in compliance with all legal requirements, including Section 121.22
of the Ohio Revised Code.

Section 3. This Resolution constitutes an emergency measure necessary for the public peace,
safety and general welfare of the City and for the further reason that it is necessary for the daily operation
of the City’s senior transit, and provided it receives the affirmative vote of two-thirds (2/3) of the
members elected to Council, it shall take effect and be in force immediately upon its passage and
approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period
allowed by law.

PASSED: ___________________________, 2019

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

______________________________
Frank Consolo, Director of Law
Resolution No. 2019-01
Page Two

ATTEST:

Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: __________________________

Leonette F. Cicirella, Clerk of Council
Call Center Services Contract

This Transportation Services Contract (the “Contract”), made and entered into as of this _____ day of _____________2019, by and between The City of Maple Heights, 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 related 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 January 1, 2019 and ending December 31, 2019, 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 call center and scheduling operations 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. Call Center services operate Monday through Friday, 7:00 a.m. to 5:00 p.m., 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.

FEES
Monthly call and trip volume is estimated at 1,100 individual calls and trips. 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 $730.00 per month.

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 Maple Heights
Attn: Linda Vopat
15901 Libby Road
Maple Heights, Ohio 44137

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.

SERVICE AREASService area is commonly defined as the city of Maple Heights, 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 7:00 am to 5:00 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 typically asks riders to schedule at least 72 hours 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) Transportation 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. Manifests will be emailed to Maple Heights transportation staff no later than 3:00 p.m. the one day in advance of scheduled services.

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. 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.

**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: 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 9: 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 10: 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.


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.

C) 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 11: 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 12: 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.

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 13: 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 14: 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. 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 15: 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.

SECTION 16: LEGAL FEES AND WAIVER

In the event of legal action brought by either party for breach of this Contract, the prevailing party shall be entitled to reimbursement of all reasonable costs, expenses and legal fees incurred
in obtaining a remedy to said breach. Failure to enforce the breach of any portion of this Contract by either party shall not constitute a waiver of such right in respect to same or any other breach.

SECTION 17: 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. In the event that a legal proceeding is brought for the enforcement of any term of the Contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

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 18: 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 18: 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 20: NOTICES

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

If to the Recipient: Linda Vopat
Director of Community Services
15901 Libby Road
Maple Heights, Ohio 44137

If to Contractor: Janice Dzigiel
Executive Director
Senior Transportation Connection
4735 W. 150th St., Suite A
SECTION 21: 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]
IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year first above written.

RECIPIENT:
By: ______________________________
Name:  Annette Blackwell_____________
Title:  _Mayor_______________________
Dated:   ____________________________

STATE OF OHIO    )
    ) SS:
COUNTY OF CUYAHOGA )

This _______ day of _______, 2018, before me, a Notary Public in and for said County, personally appeared the above-named _________________________ of the City of Maple Heights who acknowledged that s/he did sign the foregoing instrument on behalf of said municipality and that the same is his/her free act and deed.

__________________________________
Notary Public

CONTRACTOR:
By:  _______________________________
Name:   __Janice M. Dzigiel__
Title:   ____Executive Director_____ 
Dated :   ____________________________

STATE OF OHIO    )
    ) SS:
COUNTY OF CUYAHOGA )

This _______ day of _______ 2018, before me, a Notary Public in and for said County, personally appeared the above-named Janice Dzigiel, Executive Director of Senior Transportation Connection, who acknowledged that she did sign the foregoing instrument on behalf of said corporation and that the same is her free act and deed.

__________________________________
Notary Public
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.
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.
Maple Heights Operating Protocol

Exhibit C

Organization  MAPLE HEIGHTS
Provider: MAPLE HEIGHTS  Funder: MAPLE HEIGHTS
Office Address: Maple Heights Senior Center  Phone: (216) 587-9602
15901 Libby Road  Fax #: (216) 587-9069
Maple Heights, Ohio 44137
Contact name: Linda Vopat  Phone - (216) 587-5481 or Cell (216) 403-9507 DO NOT GIVE OUT!
E-mail: lvopat@mapleheightsohio.com

Dispatchers: BB/Lloyd Knuckles  Phone: (216) 587-9600  Early Cancels 216-587-5472

Maple Office Hours: 8:00am to 2:30pm  Always 3 days advance for medical

Van operating days and hours: Monday – Friday 8:00am to 3:00pm

Van/Drivers/Phone: Only 3 vans in service on any given day.

207  Raymond Coe  216-780-2336  Last pickup 3:15 – 3:30
208  Tonya Black  216-319-2012
201  Ed Gusky  216-310-4005
225  Bernard “BB” Bell  216-310-3991

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

Registration procedure: Maple Senior Center  216-587-9602

Individual Bookings: YES  Are subscriptions allowed? YES

Any service restrictions: Medical appointments and trips to Senior Center are highest priority. Beauty salon, barber shop, library, etc. are lowest priority

Cancellation procedure: Same as STC Cancellations are to be called into Senior Center 8:00 to 9:00 a.m.. After 9:00 a.m. please call drivers w/ cancellations.

Fares: All are $1.00 DONATION  EXCEPT  Food Bank is $0 No Pay!!!

Special Information:
Maple Hts. will transport to YMCA in Warrensville.
No individual shopping allowed. Only group shopping
Aldi’s on Northfield Tues. Only.
RESOLUTION NO.: 2019-02
INTRODUCED BY: Council President Ron Jackson
MOTION FOR ADOPTION BY:

A RESOLUTION OBSERVING THE BIRTHDAY OF DR. MARTIN LUTHER KING, JR.
AND HONORING HIS LIFE.

WHEREAS, Dr. Martin Luther King, Jr., changed our Nation forever through his leadership, service, and clarity of vision; and

WHEREAS, Dr. King devoted his life to strengthening the content of the American character and called on our Nation to live up to its founding principles of life, liberty, and the pursuit of happiness for all its citizens; and

WHEREAS, through his determination, spirit, and resolve, Dr. King helped lift souls and lead one of the greatest movements for equality and freedom in history; and

WHEREAS, the City of Maple Heights wishes to honor the lasting legacy of this great American, remember the ideals for which he fought, and recommit ourselves to ensuring that our country’s promise extends to all Americans across the great land; and

WHEREAS, as we observe Dr. King’s birthday on January 21, 2019, the City of Maple Heights encourages all Americans to celebrate his memory by performing acts of kindness through service to others.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

Section 1. All citizens of the City of Maple Heights are encouraged to honor Dr. King, not only upon the occasion of his birthday, but throughout the whole year, by living out his teachings as we continue to work for the day when the dignity and humanity of every person is respected.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason to immediately commemorate the birthday of Dr. King, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: ________________ , 2019

Ron Jackson, Council President

Annette M. Blackwell, Mayor
Resolution 2019-02
Page Two

Approved as to legal form:

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Frank Consolo, Director of Law

ATTEST: ________________________________
Leonette F. Cicirella, Clerk of Council

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I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: ________________________________
Leonette F. Cicirella, Clerk of Council