



# AGENDA

## Facilities & Services Committee

Monday

March 27, 2023

6:30 PM

| Village Hall | 21 W. Washington Street | Chagrin Falls, OH |

This is a public meeting and all are welcome to attend.

In-person meetings are held in council chambers at Village Hall.

*Committee Members: Andrew Rockey, Angie DeBernardo, Brian Drum*

### Agenda Items

1. Approval of Minutes: None
2. Ordinance 2023-13 - One-Time Waiver for Good Old Fashioned Street Party
3. Ordinance 2023-14 - One-Time Waiver for Jaycees Tent
4. Ordinance 2023-16 - Contract for Senior Transportation
5. Miscellaneous
6. Adjournment

**ORDINANCE 2023-13  
INTRODUCED BY: ROCKEY**

**4458**

**AN ORDINANCE GRANTING A ONE-TIME WAIVER OF ENFORCEMENT OF CODIFIED ORDINANCE SECTION 529.07(b)(3) TO THE CHAGRIN FALLS RESTAURANT GROUP TO PERMIT CONSUMPTION OF ALCOHOL IN OPEN CONTAINERS ON A PORTION OF WEST STREET WITHIN A BARRICADED AREA ON MAY 19, 2023 AND DECLARING AN EMERGENCY**

WHEREAS, the Chagrin Valley Jaycees (“Jaycees”) traditionally conduct a Blossom Time Festival at Riverside Park and in the past many of the restaurants in the Village of Chagrin Falls have organized and conducted a pre-Blossom Time event providing music, food and alcohol during an event known as the “Good Old-Fashioned Street Party”; and

WHEREAS, Codified Ordinance Section 529.07(b)(3) provides that no person shall have in their possession an open container of beer or intoxicating liquor in a public place; and

WHEREAS, a group of Chagrin Falls restaurants operated by or affiliated with the Monven Group, LLC (hereinafter referred to as the “Restaurant Group”) has requested to conduct a Good Old Fashion Street Party on a barricaded portion of West Street within the Village of Chagrin Falls that would be closed for the party, and the Chagrin Falls Village Police Department has determined that the event proposed for May 19, 2023 can be safely and properly conducted on West Street with the use of barricades and security provided during the party and good cause exists for granting a one-time waiver to the prohibition contained in Codified Ordinance Section 529.07(b)(3) as a result thereof; and

WHEREAS, the Council for the Village of Chagrin Falls has determined that a one-time waiver of enforcement of Codified Ordinance Section 529.07(b)(3) is appropriate on May 19, 2023 on the barricaded portion of West Street so long as the conditions hereinafter set forth are complied with by the Restaurant Group who have applied for a road closure permit.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

Section 1. The Restaurant Group is hereby granted a one-time waiver of enforcement of Section 529.07(b)(3) of the Codified Ordinances of the Village of Chagrin Falls during the hours of 4:00 p.m. until 11:00 p.m. on May 19, 2023 on the portion of West Street that will be barricaded in accordance with a barricade plan approved by the Chief of the Chagrin Falls Village Police Department on May 19, 2023, upon the following conditions which shall be complied with at all times:

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**INTRODUCED BY: ROCKEY**

a. Barricades shall be temporarily established on West Street in such amounts, sizes and at such locations as determined by the Chief of Police of the Village of Chagrin Falls.

b. Beer and intoxicating liquor may be in open containers and possessed and consumed by persons attending the Good Old-Fashioned Street Party within the barricaded portions of West Street so long as such party participants stay within the confines of the barricaded area of West Street.

c. The event sponsor shall post and maintain before, during and immediately after the event on May 19, 2023 signs that say “No Alcohol Beyond This Point” at the ends of the closed off sections of West Street where the barricades are located, such signs shall be visible during daylight and nighttime hours and be of such size and location as deemed acceptable to the Chief of the Chagrin Falls Village Police Department.

d. All beer and intoxicating alcohol that is consumed during the Good Old Fashion Street Party shall be provided solely by the Restaurant Group and no beer or intoxicating liquor shall be brought to the Good Old-Fashioned Street Party by any person, entity or organization that is not part of the Restaurant Group and no such beer or intoxicating liquor in an open container shall be removed from the barricaded portion of West Street before, during or after the Good Old-Fashioned Street Party.

e. A list of all participants in the Restaurant Group shall be provided, in writing, to the Chief of Police no later than May 12, 2023.

f. The waiver of Codified Ordinance Section 529.07(b)(3) shall only be for the Good Old-Fashioned Street Party on May 19, 2023 and no further waiver shall be granted in any future year or any future event within the Village of Chagrin Falls unless authorized by an Ordinance adopted by the Council of the Village of Chagrin Falls. In the event the Police Chief and/or Mayor determines that the Restaurant Group has not complied with all conditions contained in this Ordinance, one or both of them may declare this waiver void and the Restaurant Group shall immediately remove all beer and intoxicating liquor in open containers at the Good Old-Fashioned Street Party and all participants shall be immediately notified that the waiver is void and that they may no longer possess or consume beer or intoxicating liquor in open containers at the Good Old-Fashioned Street Party and no such beer or intoxicating liquor in open containers shall be consumed on West Street on May 19, 2023 after such determination is made by the Police Chief and/or Mayor.

g. Beer and intoxicating liquor may only be provided and consumed at the Good Old-Fashioned Street party if permits for consumption have been issued by the State of Ohio to each member of the Restaurant Group who provide such beer and intoxicating liquor prior to the time when beer or intoxicating liquor may be consumed during the Good Old-Fashioned Street Party.

h. No person shall dispense beer or intoxicating liquor during the May 19, 2023 Good Old-Fashioned Street Party under the age of 21.

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i. Prior to commencement of the Good Old-Fashioned Party on May 19, 2023, the Restaurant Group shall provide the Village with a liability insurance policy with a minimum of \$5,000,000.00 worth of coverage per claim, which coverage may be provided in part by an umbrella policy, to include a liquor liability coverage provision and a non-owned auto coverage and name the Village of Chagrin Falls as an additional insured and maintain such policy during the May 19, 2023 event, which policy shall be on an occurrence basis.

j. The Restaurant Group, as a condition of the granting of the waiver of enforcement of Codified Ordinance Section 529.07(b)(3), as provided for in this Ordinance, shall indemnify the Village of Chagrin Falls from and against claims, actions, damages, liability and expense in connection with loss, damage or injury or death to person or property occurring in, on or about, or arising out of the dispensing of beer or wine during the May 19, 2023 Good Old-Fashioned Party, or the conduct or operation of the event occasioned wholly or in part by any act or negligence of the Restaurant Group, its members, officers, employees or its agents, and contractors. The indemnity shall include the Village's reasonable attorney's fees, costs of discovery, consultants and expert fees related to discovery costs.

Section 2. This Ordinance is intended to be applicable to only the May 19, 2023 Good Old-Fashioned Street Party to be held within barricaded portions of West Street and is a one-time waiver of enforcement of Codified Ordinance Section 529.07(b)(3).

Section 3. Nothing contained in this Ordinance shall be deemed to amend, repeal or be inconsistent with enforcement of Codified Ordinance Section 529.07(b)(3) or any other ordinance, law, regulation or order of any governmental agency, except for the one-time waiver of Codified Ordinance Section 529.07(b)(3) granted to the Jaycees, and nothing contained in this Ordinance shall be interpreted to create a defense to enforce any action for any violation of Codified Ordinance Section 529.07(b)(3) that occurred on, before or after the effective date of this Ordinance.

Section 4. The actions of this Council concerning and relating to the passage of this legislation were adopted in lawful 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 compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

Section 5. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the Village and for the further reason that this Ordinance must be immediately effective so that the Restaurant Group can obtain appropriate insurance coverage, obtain State permitting and organize the party to safely carryout the Good Old-Fashioned Street Party; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance

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**INTRODUCED BY: ROCKEY**

shall be in full force and effect from and immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2023

\_\_\_\_\_  
Angela DeBernardo, Council President

Submitted to the Mayor for  
his approval on this

\_\_\_\_\_ day of \_\_\_\_\_, 2023

Approved by the Mayor

\_\_\_\_\_  
Mayor William Tomko

I hereby certify that Ordinance No. 2023-13 was duly enacted on the \_\_\_\_\_ day of \_\_\_\_\_; 2023, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

\_\_\_\_\_  
Angela Gergye, Clerk of Council

**ORDINANCE 2023-14**  
**INTRODUCED BY: ROCKEY**

**4459**

**AN ORDINANCE GRANTING A ONE TIME WAIVER OF ENFORCEMENT OF CODIFIED ORDINANCE SECTION 951.05 TO THE CHAGRIN VALLEY JAYCEES TO PERMIT CONSUMPTION OF BEER AND WINE AT RIVERSIDE PARK DURING THE 2023 BLOSSOM TIME FESTIVAL**

WHEREAS, the Chagrin Valley Jaycees (“Jaycees”) traditionally conduct a Blossom Time Festival, a Blossom Time Run, and Music Festival, in order to generate proceeds for the benefit of charities within the Chagrin Valley which provide significant benefits to the residents in the Village of Chagrin Falls and the Jaycees donate a significant amount of volunteer hours and provide a significant amount of revenue for promoting the welfare of the residents and businesses in the Village under controllable conditions and have provided for a significant amount of security during the Blossom Time Festival;

WHEREAS, Codified Ordinance Section 951.05 provides that no person shall bring intoxicating liquor or beer into a park or drink alcoholic beverages or beer in a park at any time;

WHEREAS, the Blossom Time Festival is conducted with a significant amount of security provided by the Chagrin Falls Police Department, and off duty police officers, who are paid by the Jaycees;

WHEREAS, the Jaycees volunteers work a significant number of hours to prepare for and operate the Blossom Time Festival and during the festival the Jaycees have an administration tent used for certain Jaycee events, including recognition awards given to worthy individuals, and the Jaycees have requested they be permitted to bring beer and wine to Riverside Park to be dispensed only to Permitted Consumers (hereafter defined) and have requested that the Permitted Consumers be permitted to consume beer and wine, but not spiritous liquor, inside the Jaycees sole administration tent at Riverside Park during the Blossom Time Festival;

WHEREAS, the Council for the Village of Chagrin Falls has determined that a one time waiver of enforcement of Codified Ordinance Section 951.05 is appropriate during the Blossom Time Festival so long as the conditions hereinafter set forth are complied with by the Jaycees;

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

**ORDINANCE 2023-14**  
**INTRODUCED BY: ROCKEY**

Section 1. Codified Ordinance Section 951.05 shall not be enforced against Permitted Consumers while operating the Blossom Time Festival at Riverside Park during the 2023 festival upon the following conditions which shall be complied with at all times:

a. Beer and wine, but not spiritous liquor, as all such terms are defined in Section 4301.01 of the Ohio Revised Code, may be brought to Riverside Park by Permitted Consumers, and may be consumed by Permitted Consumers who consist of (i) past and present Jaycee members, (ii) distinguished award recipients, (iii) sponsors of the Blossom Time Festival, (iv) charitable partners representatives of the Jaycees, (v) public officials other than elected Village officials, (vi) Chagrin Valley Chamber of Commerce officers and board members, and (vii) spouses and children, parents and siblings of Jaycee members, all of whom are over the age of 21 (collectively, “Permitted Consumers”) during the hours of 5:00 p.m. to 11:00 p.m. on May 24 and 25, 2023, from 2:00 p.m. to 11:00 p.m. on May 26, 2023, from 2:00 p.m. to 11 p.m. on May 27, 2023, and from 2:00 p.m. to 10 p.m. on May 28, 2023.

b. All beer and wine that is consumed at the Riverside Park shall be dispensed and consumed solely within the Jaycee’s administration tent and no person shall consume beer and/or wine outside of the administration tent at any time.

c. Any beer and wine brought to the Riverside Park shall, at all times, be within the control of Permitted Consumers.

d. At all times when any beer or wine is provided to Permitted Consumers, the Jaycees shall provide for at least one member of the Jaycees, who will not have consumed any beer, wine or any spiritous liquor, on each such day when beer and wine will be consumed and will provide transportation services for any Permitted Consumer who consumes beer and/or wine at Riverside Park whenever any Jaycee member, or off duty or on duty police officer determines that a sober driver should take such Permitted Consumer home, and there shall then be at least one sober driver on call at all times when beer or wine may be consumed pursuant to this Ordinance.

e. The waiver of Codified Ordinance Section 951.05 shall only be for Blossom Time Festival during the calendar year of 2023 event and no further waiver shall be granted in any future year or any future event within any park within the Village unless authorized by an Ordinance adopted by the Council of the Village of Chagrin Falls. In the event the Police Chief and/or Mayor of the Village determines that the Jaycees have not complied with all conditions contained in this Section 1, one or both of them may declare this waiver void and the Jaycees shall immediately remove all beer and wine from Riverside Park, whether being stored or consumed at Riverside Park and shall not disburse any further beer or wine during the 2023 festival, nor shall any beer or wine be consumed at Riverside Park after such determination is made by the Police Chief and/or Mayor.

f. Prior to commencement of the Blossom Time Festival in 2023, the Jaycees shall provide the Village with a liability insurance policy with a minimum of \$5,000,000.00 worth of coverage per claim, which coverage may be provided in part by an umbrella policy, to include a liquor liability coverage provision and a non-owned auto coverage and name the Village of Chagrin Falls as an additional insured and maintain such policy during the entire 2023 festival, which policy shall be on an occurrence basis.

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**INTRODUCED BY: ROCKEY**

g. Beer and wine may be consumed at Riverside Park during the 2023 festival only if a beer and wine permit for consumption at the Riverside Park is issued by the State of Ohio to the Jaycees prior to the time beer or wine may be consumed by Permitted Consumers. A Jaycees Member shall notify the most senior officer of the Chagrin Falls Police Department on duty at the festival of the sober driver names, and hours they will be on site at the festival, the sober drivers who will be able to transport Permitted Consumers to their homes each day beer or wine will be consumed at the Riverside Park.

h. No person shall dispense beer or wine during the 2023 festival under the age of 21.

Section 2. The Jaycees, as a condition of the granting of the waiver of enforcement of Codified Ordinance Section 951.05 as provided for in this Ordinance, shall indemnify the Village of Chagrin Falls from and against claims, actions, damages, liability and expense in connection with loss, damage or injury or death to person or property occurring in, on or about, or arising out of the dispensing of beer or wine during the 2023 Blossom Time Festival, or the conduct or operation of the Jaycees Blossom Time Festival event in 2023 occasioned wholly or in part by any act or negligence of the Jaycees, its members, officers, employees or its agents, and contractors. The indemnity shall include the Village's reasonable attorney's fees, costs of discovery, consultants and expert fees related to discovery costs.

Section 3. This Ordinance is intended to be applicable only to the 2023 Blossom Time Festival to be held in May 2023 and is a one-time waiver of enforcement of Codified Ordinance Section 951.05.

Section 4. Nothing contained in this Ordinance shall be deemed to amend, repeal or be inconsistent with enforcement of Codified Ordinance Section 951.05 or any other ordinance, law, regulation or order of any governmental agency, except for the one-time waiver of Codified Ordinance Section 951.05 granted to the Jaycees, and nothing contained in this Ordinance shall be interpreted to create a defense to enforce any action for any violation of Codified Ordinance Section 951.05 that occurred on, before or after the effective date of this Ordinance.

Section 5. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful 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 compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

Section 6. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

Section 7. That this Ordinance shall take effect and be in force after the earliest period allowed by law.



**ORDINANCE 2023-14**  
**INTRODUCED BY: ROCKEY**

PASSED: \_\_\_\_\_, 2023

\_\_\_\_\_  
Angela DeBernardo, Council President

Submitted to the Mayor for  
his approval on this

\_\_\_\_\_ day of \_\_\_\_\_, 2023

Approved by the Mayor

\_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor William Tomko

I hereby certify that Ordinance No. 2023-14 was duly enacted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

\_\_\_\_\_  
Angela Gergye, Clerk of Council

**ORDINANCE NO: 2023-16**  
**INTRODUCED BY: ROCKEY**

**4461**

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH SENIOR TRANSPORTATION  
CONNECTION, AN OHIO NOT FOR PROFIT CORPORATION,  
TO PROVIDE CERTAIN TRANSPORTATION SERVICES FOR  
THE RESIDENTS OF THE VILLAGE OF CHAGRIN FALLS  
AND DECLARING AN EMERGENCY.**

WHEREAS, the Village has, in the past, entered into transportation service contracts with Senior Transportation Connection to provide transportation services to residents of the Village; and

WHEREAS, the Transportation Services Contract expires at the end of 2022, and the Council finds and determines that it is appropriate for the Village of Chagrin Falls to renew the transportation services contract (“Agreement”) with Senior Transportation Connection (“Contractor”) with a 30-day termination provision.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. The Mayor be and hereby is authorized to enter into the Agreement with the Contractor in order to provide certain transportation services to the Village residents in accordance with the Agreement attached hereto and made a part hereof as Exhibit “A”.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful 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 compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the habitants of the Village and for the further reason that this Ordinance must be immediately effective since the current transportation services contract expired at the end of 2022, the new contract is set to start on January 1, 2023, retroactively, and in order to provide continuing transport services to Village

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**INTRODUCED BY: ROCKEY**

residents in need, this Ordinance must be immediately effective, and immediate action is necessary to continue to provide such services; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2023

\_\_\_\_\_  
Angela DeBernardo, Council President

Submitted to the Mayor for  
his approval on this

\_\_\_\_\_ day of \_\_\_\_\_, 2023

Approved by the Mayor

\_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor William Tomko

I hereby certify that Ordinance No. 2023-16 was duly enacted on the 27th day of March 2023, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

\_\_\_\_\_  
Angela Gergye, Clerk of Council

EXHIBIT "A"

**Transportation Services Contract**

This Transportation Services Contract (the "Contract"), made and entered into as of this \_\_\_ day of March 17, 2023 by and between The Village of Chagrin Falls, ("Recipient,") and Senior Transportation Connection, an Ohio non-profit corporation, "Contractor".

*WHEREAS*, the Recipient desires to retain the Contractor to provide certain transportation services to the Recipient and/or those for whom Recipient provides transportation opportunities or programs ("Passengers"); and

*WHEREAS*, the Contractor is properly qualified to furnish services to the Recipient and/or its Passengers according to the terms and conditions stated herein;

Now, therefore, the Recipient and Contractor agree as follows:

**SECTION 1: CONTRACTOR AS AN INDEPENDENT CONTRACTOR**

The Contractor shall provide the transportation services required herein as an independent contractor; Contractor is not and shall not, be construed to be an agent or employee of the Recipient. As an independent Contractor, the Contractor shall pay any and all taxes imposed by law upon Contractor. In performing the services hereunder, the Contractor shall comply with all applicable Federal, State, and local laws applicable to Contractor. The Contractor shall be responsible for Ohio workers compensation, coverage for its employees and for all income tax, social security and Medicare taxes, unemployment taxes, and any other withholdings from Contractor's employees' wages or salaries.

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

**SECTION 2: TERM**

Subject to the termination provisions contained in Section 13 of this Contract, the term during which transportation services will be provided under this Contract shall begin on January 1, 2023 and end on December 31, 2023 ("Term"). Unless either party serves written notice of cancellation to the other party at least ninety (90) days prior to the end of the Term, the Term of this Contract shall renew automatically for successive one year terms under the same terms and conditions, except that the monthly service fees shall increase in proportion to the percentage change in the U.S. consumer Price Index, all times, U.S. bureau of Labor Statistics, 1982-1984 = 100, Cleveland-Akron Area Average, over the previous twelve (12) months. If CPI is revised so as to be based on different average years of other factors, or if it is no longer issued or published, the parties shall use such other index as is then generally recognized and accepted for similar determinations of purchasing power. Fuel costs may also increase or decrease under the fuel escalation provision contained herein.

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### **SECTION 3: OVERVIEW**

During the Term of the Contract, the Contractor shall provide transportation services to Recipient's constituents who are 60 years of age or older, ADA certified individuals, or those who are otherwise determined by the Recipient to be eligible for its transit program.

### **SECTION 4: FEE SCHEDULE & PAYMENTS**

#### **Individual Trips**

As compensation for the services provided by Contractor the Recipient shall pay the Contractor a rate of \$38.00 per one-way Passenger trip which is defined as medical, therapy and personal. These rates are subsidized by fares collected and retained by the Contractor according to Exhibit A. The Recipient will be responsible for payment for any fare modification/reduction approved by the Recipient.

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

Recipient will be electronically invoiced monthly by the 10<sup>th</sup> business day of the month for the previous month's activity to:

Mr. Rob Jamieson  
Chief Administrative Officer Village of Chagrin Falls  
21 Washington Street  
Chagrin Falls, Ohio 44022

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.

#### **NO SHOW OR LATE CANCELLATIONS**

A Passenger must cancel transportation services by notifying the Contractor before 7:00 a.m. the day of service. If the Contractor is notified after 7 a.m., or does not receive a notice of cancellation, the Contractor may bill the Recipient for 90% of the charge for two (2) one-way Passenger trips for each cancellation, The Contractor will provide written notification to the non-compliant Passenger per the Contractor's policy attached hereto as EXHIBIT B.

#### **FUEL ESCALATION**

The negotiated base rate assumes fuel cost at or below \$3.75 per gallon.

Fuel adjustments will be determined by using a monthly average for the Cleveland-Elyria-Lorain market shown on the [www.aaafuelgaugereport.com](http://www.aaafuelgaugereport.com).

#### **Vehicle Trip Charge:**

If the monthly average exceeds the base rate, the fuel surcharge per trip will equal .01 for every .01 above the base rate. For example, if the monthly average exceeds the base rate by .13, the monthly fuel surcharge will be .13 times the number of trips for the month.

**Vehicle Hour Charge** (applies to group trips and contracts based upon hourly rates):

If the monthly average exceeds the base rate, the fuel surcharge per hour will equal .01 for every .01 above the base rate. For example, if the monthly average exceeds the base rate by .13, the monthly fuel surcharge will be .13 times the number of vehicle hours for the month times 1.3 (STC's average trips/hour).

This monthly fuel surcharge will appear as a separate line item on your invoice.

## **FARES**

- A. The Contractor shall collect a fare from a Passenger only when it is indicated on the manifest. This fare shall be retained by the Contractor. The passenger fare shall be paid according to Recipient's fare policy, unless the Contractor is granted the written authority by the Recipient to make fare modifications.
- B. The Recipient will be responsible for payment to the Contractor for any fare reductions approved by the Recipient.
- C. Drivers shall not accept tips or indicate to Passengers that a tip is expected or permitted.

## **SECTION 5: SCOPE OF SERVICE**

### **SERVICE AREA**

The Contractor will operate according to the protocol and defined service area attached hereto as EXHIBIT A. The written protocol must be approved by both the Contractor and the Recipient. Any significant operational changes to the protocol will be discussed and agreed to by both parties, in writing, before placed in effect.

### **OPERATING SCHEDULE**

- A) Transportation services operate Monday through Friday from 8:00 am to 4:00 pm, within the specific service areas. The service does not operate on holidays as referenced in EXHIBIT C. During the term of the Contract, the Contractor reserves the right to adjust service hours, routes, and schedules, so as to accommodate ridership.
- B) The Contractor maintains a policy on closings in case of weather related conditions and emergencies. This policy is attached as Exhibit D to this Contract.

### **TRIP RESERVATIONS AND SCHEDULING**

- A) All Passengers shall be registered with the Recipient and the Contractor prior to commencing transportation services. It is the Recipient's responsibility to adequately assess a Passenger's eligibility for transportation services.
- B) Passengers will access transportation services by scheduling directly with the Contractor's call center using the designated number.
- C) The Contractor may accept trip requests up to three (3) days prior to travel, or up to three (3) weeks in advance.
- D) Dispatch will produce electronic manifests which 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 ("add-ons") to the manifest during the service day, if schedules permit, as determined by the Contractor in its sole discretion. Added trips will be transmitted either electronically or by other means determined by the Contractor's dispatcher to the appropriate driver.
- F) The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur.

## **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 precautions to provide secure its vehicles and records.
- D) Telephone/fax
  - 1) Contractor and Recipient shall equip their 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 provide, at its own expense, a dedicated phone line in order to provide live dispatching through automated scheduling system and software to download manifests.

## **VEHICLES**

Contractor shall maintain a sufficient number of vehicles to meet service levels negotiated with the Recipient. Reasonable efforts 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).

## **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, national origin, military status or any other legally protected characteristic. 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.

D) Fair Labor Standards Act. The Contractor and any subcontractor shall pay all employees providing transportation services under this Contract in accordance with the Fair Labor Standards Act as amended.

### **DRIVER SELECTION AND TRAINING**

- 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) The Contractor shall be responsible for pre-employment physicals and drug screens, as well as medical certification as required; and
  - 3) A criminal background check. The Contractor shall be responsible for background checks at the date of hire and every 5 years thereafter.
- 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;
  - 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 fare collection, vehicle pre-operation checks, use of forms, record keeping, global positioning systems, and dispatch procedures;
  - 4) Familiarization with the service area; passenger assistance techniques; and
  - 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; and
  - 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 (3) 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.

### **PASSENGER ASSISTANCE**

- A) Drivers shall provide door to door assistance as necessary. "Door to door" is defined as the door or entrance located immediately outside of the Passenger's pick up or drop off location, be it the personal residence, office building, store, etc. If a passenger does not wish assistance, the driver shall visually confirm that the passenger makes it safely inside the building at the Passenger's destination. Drivers shall be instructed to exercise tact at all times to maintain Passenger's dignity and price.
- 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 picked up or dropped off at any address other than the one originally given to the Contractor 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 Passenger's residence or other pick up location; or, where that is not possible, the driver shall take other reasonable steps to notify the Passenger that the vehicle is waiting.
  - 2) If the Passenger cannot be located, it will be considered a no-show and the Recipient will be charged accordingly as agreed in SECTION 4.

### **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.

### **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 if it is believed the Passenger cannot be transported safely or the Passenger is disruptive, abusive or intoxicated, or if there are other significant health and welfare concerns.

### **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 as soon as possible.

## **SECTION 6: ACCIDENTS**

If a Passenger requires EMS assistance due to an accident that occurs while the Contractor is providing the transportation service, the Driver will notify dispatch and Dispatch will notify a family member or emergency contact.

## **SECTION 7: 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) Any specialized reports as may be required by Recipient to fulfill existing funding agreements or regulatory requirements.

## **SECTION 8: 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.

The Contractor shall provide an affidavit certifying that all subcontractors meet the requirements of the Contract. amended.

## **SECTION 9: COMPLIANCE WITH LAWS AND REGULATIONS**

- A) The Contractor represents that it is currently and agrees that it shall continue to 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.
- B) The Recipient and Contractor shall observe and comply with all laws, ordinances, rules, regulations, orders, and decrees applicable to them. By entering into this Contract, 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 Contract 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), (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 Contract 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 Contract into compliance, either party may terminate this Contract on sixty (60) days written notice to the other party.

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 10: INSURANCE**

- A) Vehicle Insurance. The Contractor shall obtain and maintain during the term of this Contract automobile liability insurance coverage in the amount of at least \$1,000,000 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 for \$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. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation.
- C) The Contractor shall list the Village of Chagrin Falls as an additional insured.

#### **SECTION 11: INDEMNIFICATION**

To the fullest extent of the available insurance under Section 10, only, the Contractor will defend, indemnify, and hold Recipient and its employees and agents harmless, from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses, caused by and resulting from (i) the negligent or intentional misconduct of the Contractor or its employees and agents, or (ii) any violation of applicable laws or regulations by the Contractor or its employees and agents.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

#### **SECTION 12: 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 13: TERMINATION**

Either Party may terminate this Contract for any reason or no reason, upon 90 days' advance written notice to the other Party. Further, Recipient acknowledges and agrees that Contractor's

operations are dependent upon and funded in substantial part by quasi-governmental entities and private non-profit and philanthropic organizations. Accordingly, in the event of a material decrease in expected funding levels, Contractor reserves the right, upon their (30) days' written notice to Recipient, and in the Contractor's sole discretion, to cancel and terminate this Agreement or to make substantial changes in service levels, as appropriate. Upon such early termination due to funding issues, 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 14: 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. 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 15: VENUE AND GOVERNING LAW**

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located 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 16: 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 17: 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, pandemic, wars, riots, weather conditions, transportation/traffic problems and/or any other cause whatsoever beyond the reasonable control of the performing party.. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

#### **SECTION 18: PAYMENTS**

As consideration for the Contractor satisfactorily performing the Scope of Services set forth in Section 4 hereof and complying with other terms of this Contract, the Recipient shall pay the

Contractor pursuant to the terms set forth in Section 4.

**SECTION 19: NOTICES**

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

If to the Recipient:                    Mr. Rob Jamieson  
   Chief Administrative Officer  
   Village of Chagrin Falls  
   21 Washington Street  
   Chagrin Falls, Ohio 44022

If to Contractor:                        Laura Kleinman  
   Executive Director  
   Senior Transportation Connection  
   4735 W. 150<sup>th</sup> St., Suite A  
   Cleveland, Ohio 44135

**SECTION 20: 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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Operating Protocol**

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Organization: **Village of Chagrin Falls**

Provider: **Village of Chagrin Falls**      Funder: **Village of Chagrin Falls Office**

Address: **21 Washington Street, Chagrin Falls, Ohio 44022**

**Department of Senior Services Phone**

Contact name: **Kristy Holmes**      Phone: **(440)247-5050**      Fax: **(440)247-2082**

Van operating days and hours: **Mon. - Fri. 8:00 am to 4:00pm**

STC Office Hours: **7:00am to 5:00pm**

Registration procedure: Village of Chagrin Falls will register all new eligible riders

Individual bookings: **YES**      Subscriptions allowed: **No**

Fare: **\$ 3.00 – 0 – 10 miles**  
**\$ 4.00 – 10 – 15 miles**  
**\$ 5.00 – over 15 miles**

Service area **Communities surrounding the Village of Chagrin Falls, in Cuyahoga County and surrounding communities of Geauga, Portage and Summit Counties including Aurora, Bainbridge, Twinsburg as well as medical facilities in Lake County, with a limit of 25 miles per trip.**

Cancellation procedure: **STC Policy**

Special Procedures:

- 1. Service provided to senior residents over 60 years of age and disabled adults as defined by the Social Security Administration.**
- 2. No charge for personal caregivers.**
- 3. No trips following a surgical procedure.**
- 4. No trips for employment.**
  - a. Reservations are taken on a first come, first serve basis with Medical/care related trips receiving priority.**

**Exhibit B**  
**Policy: No Show or Late Cancellations**

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**Purpose**

To assure that the transit service is operating in the most efficient manner by correcting the action of habitual abusers during vehicle scheduling and that no-show Passengers are located and safe.

**Policy**

Passengers are expected to be ready for transportation at the beginning of the 20 minute pickup window. This is usually 10 minutes before or after scheduled pickup time. Due to the uncertainty of scheduling, passengers must remain available for pickup for the entire 20-minute period. It is important to remember that the STC vehicle is required to wait only 5 minutes for a passenger when arriving within the 20-minute pickup window. If a driver is unable to arrive during the established pick-up window, the driver must contact the Dispatch. Dispatch will contact the passenger with a revised pick-up time.

A Passenger who is either not available, not ready, or refuses to take a scheduled trip within the five (5) minutes of the driver's arrival time, will be considered a "no-show" for that trip. The driver will make reasonable attempts to contact the passenger. Once the driver has determined the passenger to be a "no-show", the driver will contact Dispatch. Dispatch will document the no-show using the scheduling software.

STC recognizes there may be occasions when a scheduled trip needs to be canceled. However, it's important that passengers notify STC before 7:00 am of the scheduled day of service by calling 216-265-1489. This may allow STC to reroute the assigned vehicle to provide service to another STC passenger. If a passenger fails to call before 7:00 am the day of service. The Recipient will be charged the no-show rate.

The Village of Chagrin Falls agrees to manage a warning and suspension process in a manner acceptable to the Contractor.

The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur due to weather, traffic, accidents and Passenger behavior.



**Exhibit C**  
**Policy: Holidays**

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STC recognizes, (offices and operations are closed), for the following 9 national holidays:

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

The Village of Chagrin Falls offices and operations are closed, as well as contracted services for the additional days:

Good Friday  
Day after Thanksgiving

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 D**  
**Policy: Inclement Weather**

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**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 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.

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

**Recipient Responsibilities**

The Recipient shall notify STC at 216-265-1489 if a decision is made to close either City services, the local community/senior center, or the Recipient's specific programming, due to inclement weather.

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