

RESOLUTION NO.: 172-2024  
INTRODUCED BY: Mayor Thomas

**A RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE AGREEMENT WITH SENIOR TRANSPORTATION CONNECTION OF CUYAHOGA COUNTY FOR TRANSPORTATION SERVICES.**

WHEREAS, since 2008 the City has utilized Senior Transportation Connection (“STC”), an Ohio non-profit corporation, for the provision of transportation services for senior citizens and disabled persons, and to coordinate and schedule such services;

WHEREAS, the City entered into an agreement with STC dated April 30, 2024, for the term from January 1, 2024 through December 31, 2024 (the “Agreement”);

WHEREAS, the City wishes to enter into a First Amendment to the Agreement to extend the term for the period of January 1, 2025, through December 31, 2025, at the rates for service set forth in the “First Amendment to Transportation Services Agreement” attached here to as “Exhibit A”, and fully incorporated into this Resolution;

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into the First Amendment to the Agreement substantially in the form of “Exhibit “A” and as approved for legal form by the Director of Law, under the financial terms set forth therein, and for a term to run from January 1, 2025, through December 31, 2025, for certain services related to the provision of transportation for senior citizens and disabled persons;

Section 2: The Director of Finance is authorized to expend funds from Fund No. 100-7150-52197 – Commission on Aging - to cover the costs of the First Amendment to the Agreement authorized in Section 1 of this Resolution.

Section 3: 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 of this Council, and that all deliberations of this Council and 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.

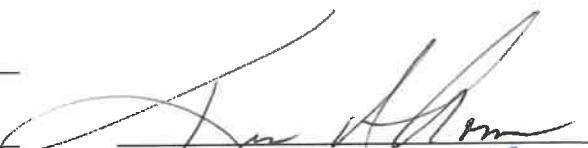
Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

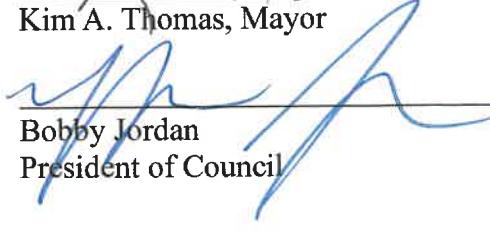
PASSED: December 10, 2024

APPROVED: December 10, 2024

ATTEST: Tracey Blair  
Tracey Blair  
Clerk of Council

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Kim A. Thomas, Mayor

  
Bobby Jordan  
President of Council

## EXHIBIT "A"

### First Amendment to Transportation Services Agreement

This First Amendment to Transportation Services Agreement ("1<sup>st</sup> Amendment") is made and entered into as of December \_\_\_, 2024, by and between Senior Transportation Connection, LLC, an Ohio non-profit corporation ("Contractor"), located at 4735 W. 150<sup>th</sup> St., Cleveland, OH 44135, and The City of Richmond Heights, Ohio, an Ohio municipality ("Recipient") with administrative offices at 26789 Highland Road, Richmond Heights, Ohio, 44143 and amends the Transportation Services Agreement between the parties dated April 30, 2024, as it may heretofore have been amended (the "Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Contractor and Recipient agree as follows:

The Effective Date of this 1<sup>st</sup> Amendment shall be January 1, 2025. Subject to the termination provisions contained in the Agreement, the term of this 1<sup>st</sup> Amendment shall be for the period beginning January 1, 2025, and ending on December 31, 2025, unless either party serves written notice to the other party at least 90 days prior to the end of the term.

The "FEE Schedule and Payments" provision contained in Section 4 of the Agreement is deleted in its entirety and is replaced with this FEE Schedule & Payments:

#### **Group Trips**

As compensation for the services provided by Contractor, the Recipient shall pay the Contractor a rate of \$60.00 per one-way Passenger trip for the group transit activities (senior center, lunch programs, shopping). \$60.00 is the rate for UP TO, and including, five (5) individuals. The Recipient will pay the Contractor a rate of \$12.00 per one-way Passenger trip for each passenger above the five (5) individuals. A group trip must be comprised of individuals going to the same destination. In addition to the Recipient's rate, the Recipient may charge the passenger a fare according to Exhibit A, which shall be credited back to the Recipient on the following month's invoice.

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 Contractor per month.

#### **Individual Trips**

As compensation for the services provided by Contractor, the Recipient shall pay the Contractor a rate of \$34.00 per one-way Passenger trip, which is defined as medical, therapy, or personal. In addition to the Recipient's rate, the Recipient may charge the passenger a fare according to Exhibit A. STC will collect this fare at the point/time of service, unless Passenger requests an STC invoice, which will be issued quarterly. 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 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 c/o Mayor Kim Thomas, 26789 Highland Road, Richmond Heights, Ohio, 44143 , 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 this time or does not receive a notice of cancellation, the Contractor may bill the Recipient for (1) one-way Passenger trip for the round trip no-show for each cancellation during that month. The Contractor will provide written notification to the non-compliant Passenger per the Contractor's policy attached hereto to as EXHIBIT B.

Except as modified by this 1<sup>st</sup> Amendment, the terms and conditions of the Agreement including any of its prior amendments remain in full force and effect. In the event of any conflict between this 1<sup>st</sup> Amendment and the Agreement, this 1<sup>st</sup> Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this 1<sup>st</sup> Amendment to be executed by their authorized agents as of the dates set forth below.

Contractor

Senior Transportation Connection, LLC

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

Its: \_\_\_\_\_

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

Recipient

City of Richmond Heights, Ohio

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

Kim A. Thomas, Mayor

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