

AN ORDINANCE TO AUTHORIZE AND DIRECT THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONTRACT WITH PINE VALLEY CARE CENTER, INC. FOR THE LEASE OF A BUS FOR PURPOSES OF TRANSPORTING SENIOR CITIZENS AND DECLARING AN EMERGENCY.

Be It Ordained by the Council of the Village of Richfield, Ohio:

Section 1: The Mayor and Director of Finance are authorized and directed to enter into an agreement with Pine Valley Care Center, Inc. with respect to the transporting of senior citizens.

Section 2: The form of the agreement now on file in the office of the Director of Public Service is hereby approved.

Section 3: This Ordinance is determined to be an emergency measure necessary for the immediate preservation of the public peace, health or safety for the reason of the present urgent need for the transportation for senior citizens and provided this Ordinance receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest date provided by law.

Passed:

7/17/84

Bob R. Hey
President

E. James Stecker
Mayor

Dated: 7-17-84

Attest:

Theresa M. Kelly
Clerk of Council

LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 1984, by and between THE VILLAGE OF RICHFIELD, Lessee, hereinafter referred to as Village; and W W EXTENDED CARE INC., dba Ohio Extended Care Center, Lessor, hereinafter referred to as Ohio Extended Care.

RECITALS

WHEREAS, the Village desires to lease a bus from Ohio Extended Care for the purpose of transporting local senior citizens upon the terms and conditions as hereinafter set forth; and

WHEREAS, Ohio Extended Care desires to lease a bus to the Village upon such terms and conditions.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. LEASE - Ohio Extended Care agrees to and does lease on a one day per week basis and Village agrees to and does rent from Ohio Extended Care a certain bus, more fully described in attached Exhibit A for a period of one year commencing on _____, 1984, unless cancelled by either party at any time during the term of this agreement by providing written notice of cancellation to the other party at least 30 days before the desired date of termination.

2. USE AND OPERATION - Village shall have the right to use the bus for the limited purpose of transporting local senior citizens in and around Summit and Cuyahoga County. In no event shall Village use the bus for any other purpose nor be permitted to utilize the bus beyond a 40 mile radius from Pine Valley Care Center, Inc., 4360 Brecksville Road, Richfield, Ohio.

Village agrees that its use of the bus under this agreement is limited to a 12 consecutive hour period, once each week. The day

of the week which the Village shall utilize the bus shall be determined by and between Ohio Extended Care and Village.

3. RENTAL - Village shall pay to Ohio Extended Care, as and for rent, the sum of One Dollar (\$1.00) payable on or before _____, 1984.

4. OPERATION AND MAINTENANCE - As and for additional consideration for the use of the bus by Village, Village agrees to return the vehicle after its once per week use in as good condition as when accepted, less reasonable wear and tear. The Village shall, by way of inclusion and not of limitation, supply the fuel, lubricating oil, lubricants and additives and provide any and all necessary repairs, adjustments, and maintenance which may be necessary as a result of the Village operation and use of the bus.

As and for additional consideration for the use of the bus by Village, Village agrees to store the bus in a suitable shelter on all other days of the week in which the Village is not utilizing the said bus.

The Village shall be required to provide suitable and competent operators for the bus who have the necessary chauffeur licenses and experience to operate the said bus.

4. OWNERSHIP - No title or right in said bus shall pass to the Village except the rights herein expressly granted. License plates, registration or other markings shall be affixed to or placed on the bus by Ohio Extended Care at Ohio Extended Care's expense. The Village shall not assign this lease or any interest herein, nor mortgage or hypothecate this lease or any interest herein or sublet the bus without the prior written consent of Ohio Extended Care. Any attempt to assign, mortgage, hypothecate or sublease by the Village without such consent shall be void and shall result in the immediate termination of this agreement.

5. INDEMNITY & INSURANCE - (a) The Village agrees to and does hereby indemnify and hold Ohio Extended Care harmless from and against all claims, cost, expense, damages and liabilities including reasonable attorney's fees, on account of injury to or the death of any person or persons, including, but not limited to, any employee or agent of the Village, or damage to, destruction of, or loss of property of any person or persons, resulting from, arising out of, or incident to the (1) use, (2) operation, or (3) storage of the bus during the term of this agreement and while the bus is in the possession or control of the Village.

(b) The Village agrees to keep the bus insured at its expense to protect all interests of Ohio Extended Care against all risks of loss or damage from any cause whatsoever.

(c) The Village, at its own expense, will obtain insurance coverage for its employees who drive, repair, or otherwise are involved with the bus, as well as public liability insurance with limits of \$1,000,000.00 for the injury to or death of one person and \$3,000,000.00 for the injury or death of more than one person, property damage insurance with limits of \$300,000.00 arising out of a single accident and \$500,000.00 for damage to the property of third persons. The insurance policies and the proceeds therefrom shall be the property of the Village of Richfield and Ohio Extended Care shall be named as an additional insured in all policies and sole loss payee in the policies insuring the bus. The proceeds of such insurance policies, whether resulting from loss or damage or return of premium or otherwise, shall be applied for the replacement or repair of the bus or the payment of obligations of the Village hereunder at the option of Ohio Extended Care.

6. RELATIONSHIP OF THE PARTIES - Nothing contained in this lease shall be deemed or construed by the parties hereto or by any

third parties to create the relationship of principal and agent or of partnership or of joint venture or any association whatsoever between Lessor and Lessee, it being expressly understood and agreed that neither the computation of rent or any other provisions contained in this lease agreement or in the act or acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than that relationship.

7. ENTIRE AGREEMENT - This lease agreement constitutes the entire agreement between the parties and may not be modified, except by written instrument signed by the parties hereto. This lease shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 1984.

W W EXTENDED CARE INC., DBA OHIO EXTENDED
CARE CENTER

BY:

VILLAGE OF RICHFIELD

BY:

EXHIBIT A

1977 Ford Bus bearing Serial No: E28GHZ30441