

GROUND TRANSPORTATION AGREEMENT

This Ground Transportation Agreement (hereinafter "Agreement") is made and entered into as of this _____ day of _____ 2026 ("Effective Date") by and between **Laketrans** a political subdivision of the State of Ohio created pursuant to Section 306.30 through 306.71 of the Ohio Revised Code and City of Willowick Senior Center (hereinafter "**WSC**"). Laketrans and WSC are collectively referred to as the "Parties".

1. **TERM.** This Agreement is effective as of January 1, 2026 and shall continue until December 31, 2026 (the "Initial Term"), subject to Section 5 below. The Parties may elect to renew the Agreement for Two (2) successive one (1) year terms (each a "Renewal Term") by notifying the other party in writing no less than sixty (60) days prior to the expiration of the then current term. Each Renewal Term is subject to the rate increases as provided for in **Schedule A**.
2. **SERVICES.** The services provided and agreed to are more fully described in **Schedule B** attached hereto (the "Services"), and pursuant to the terms described herein. Providing the Services is the essence of this Agreement.
3. **COMPENSATION AND PAYMENT.** It is agreed that, except as otherwise expressly agreed to by the Parties in writing, the consideration payable to Laketrans by WSC for the Services shall be the compensation and/or other consideration set forth in **Schedule A** attached hereto, provided that Laketrans has performed each of the Services in accordance with the terms of this Agreement (the "Compensation"). The payment schedule for such Compensation, including Renewal Terms, is also set forth in **Schedule A**.
4. **INSURANCE.** Laketrans shall obtain, and continuously maintain, at its own expense, the following insurance policies:
 - A. Workers' Compensation in compliance with state statutory laws;
 - B. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles.
5. **TERMINATION.** After completion of the Initial Term, either party may immediately terminate this Agreement for any reason by providing the other party written notice. If this Agreement is terminated, WSC shall be liable for any unpaid balance for Services properly rendered through to the date of termination. If either party elects to terminate the Agreement notice shall be provided to the Parties as provided for in Section 6 herein.
6. **NOTICE.** All notices or statements to be given or submitted under the terms of this Agreement shall be addressed to the intended recipient; shall be transmitted personally, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent delivery service furnishing a written record of attempted or actual delivery; and shall be deemed to be delivered when tendered for delivery to the addressee at the address set forth beneath its signature below or to other such address as may be specified from time to time by written notice given by Laketrans or WSC:

As to Laketrans:

Laketrans
555 Lakeshore Blvd.
Painesville Township, Ohio 44077

With a copy to:

Brandon D. R. Dynes, Esq.
Thrasher, Dinsmore & Dolan, L.P.A.
100 7th Avenue, Suite 150
Chardon, Ohio 44024
bdynes@tddl.com

As to WSC:

City of Willowick Senior Center
321 E 314th St
Willowick, Ohio 44095

- 7. MANNER OF PERFORMANCE.** The Parties agree to perform, at all times faithfully, industriously, and to the best of their ability, experience, and talent, all of the duties that may be required of them pursuant to the express and implicit terms of this Agreement. The Parties agree to cooperate fully and in a professional and courteous manner with one another and all service providers for each of them. Laketran shall perform and complete the Services in the most expeditious and economical manner consistent with its policies and procedures and accepted protocol.
- 8. ASSIGNMENT.** WSC shall not be entitled to assign any of its rights under the terms of this Agreement to any third party without the prior written consent of Laketran.
- 9. STATUS OF PARTIES.** By virtue of the provisions of Section 306.30 et. seq. of the Ohio Revised Code, Laketran is a political subdivision of the State of Ohio, a body corporate with all the powers of a corporation. WSC is a political subdivision of the State of Ohio. All activities by the Parties herein and under the terms of this Agreement shall be carried on by the Parties as independent to one another and not as an agent for or employee of either party and nothing contained herein shall be deemed to constitute a contract of employment. Nothing herein contained shall be construed to place the Parties in the relationship of partners, joint ventures, or agents.
- 10. EQUAL OPPORTUNITY EMPLOYER.** In carrying out this Agreement, Laketran shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or military status. Laketran shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or military status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11. GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and County of Lake, which shall be the sole jurisdiction for all disputes related to this Agreement or the relationship created hereby.
- 12. MISCELLANEOUS.** This Agreement, which may not be assigned or delegated by WSC; constitutes the entire agreement and understanding between the Parties hereto and cancels, terminates, and supersedes any prior written or oral agreement or understanding relating to the subject matter hereof between the Parties. None of the provisions of this Agreement can be waived or modified except expressly in writing signed by both Parties. There are no representations, promises, agreements, warranties, covenants, or understandings other than those contained herein. No failure or delay on the part of the Parties in the exercise of any right, power, or remedy under this Agreement shall operate a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power, or remedy. There are no intended third-party beneficiaries of this Agreement. Nothing in this Agreement shall be interpreted as the waiver of any sovereign immunity or privilege. If any clause, provision or section of this agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken under this agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof. Neither WSC nor

Laketran shall be liable for any acts or any failures to act, occasioned by act of God, national emergency, war, pandemic, strike or other labor dispute, or any other cause beyond the reasonable control of the party affected thereby. Such non-performance shall not constitute a breach of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. This Agreement may be accepted as an original if received via facsimile or electronic mail, and the parties' signatures may be treated as an original and admissible evidence of this Agreement. The parties acknowledge that this Contract was the subject of fair negotiation between parties adequately represented by counsel of their choice. Neither party shall be considered the drafter of this Contract for the purpose of construing any of its terms and conditions.

EXECUTION. This Agreement is binding upon signature by an authorized officer of each party hereto.

Laketran

By: _____

Title: Ben Capelle, Chief Executive Officer

Date: _____

City of Willowick Senior Center

By: _____

Title: _____

Date: _____

Schedule A

Terms of Payment: Five Thousand One Hundred Four and 13/100 Dollars (\$5,104.13) payable to Laketrans by WSC upon execution of this Agreement for the Initial Term which represents a discount of One Thousand One Hundred Forty-Five and 88/100 Dollars (\$1,145.88) off the original Initial Term compensation which was Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00). Payment shall increase for the first Renewal Term to an amount equal to three percent (3%) multiplied by Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00). Payment shall increase for the second Renewal Term to an amount equal to three percent (3%) multiplied by the then current Renewal Term amount. All payments shall be due on or before December 31st of each calendar year of any Renewal Term. Additional payment of Five and 00/100 Dollars (\$5.00) per passenger for each transportation service payable upon receipt of invoice from Laketrans.

Each trip in excess twenty-five (25) trips during any Term shall require an excess fee of Two Hundred Fifty and 00/100 Dollars (\$250.00) for the Initial Term, Two Hundred Fifty-Seven and 50/100 Dollars (\$257.50) for the first Renewal Term and Two Hundred Sixty-Five and 23/100 Dollars (\$265.23) for the second Renewal Term. Each Trip shall also include a Five and 00/100 Dollars (\$5.00) fee per passenger.

Schedule B

Description of Services to be Performed: During the Initial Term and any Renewal Term, Laketrans shall generally provide transportation services for group trips of the WSC, as determined by Laketrans and WSC with specifically defined dates/times/locations provided by WSC representatives and authorized by Laketrans as acceptable by (a) time; (b) location of service; and (c) vehicle availability. No overnight service shall be provided.

Laketrans will provide up to twenty-five (25) trips for each Term.

In connection with the provision of Services, Laketrans shall provide all necessary equipment and supplies in order to effectuate its provision of the Services. Laketrans shall hire, train and manage all necessary staff, dispatchers, drivers and other personnel in connection with such personnel's provision of the Services. Laketrans shall maintain and manage a communications/dispatch system that will enable Laketrans to effectuate its rendering of the Services.

Laketrans shall ensure that each vehicle shall be in good repair and operating condition (e.g., meeting, and displaying, up-to-date proof of all applicable certifications, registrations, and safety compliance permits).

All drivers provided by Laketrans in connection with the effectuation of the Services have valid commercial driver's licenses at the time of the Services and have the legal right to operate the vehicles without encumbrances of any kind.

Laketrans shall be U.S. Department of Transportation (USDOT) approved and provide proof of current operating authority from the Federal Highway Administration if the trip will cross state lines.