

GROUND TRANSPORTATION AGREEMENT

This transportation agreement (hereinafter "Agreement") is made and entered into as of this _____ day of _____ 202_ ("Effective Date") by and between Laketran ("Laketran") 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 "Willowick Senior Center"). Laketran and Willowick Senior Center are collectively referred to as the "Parties".

1. **TERM.** This Agreement is effective as of _____, 202_ and shall continue until December 31, 2025 (the "Term"), subject to Section 5 below. The Parties may elect to renew the Agreement for successive five (5) year terms by notifying the other party in writing no less than sixty (60) days prior to its expiration.
2. **SERVICES.** The services provided and agreed to are more fully described in **Schedule A** 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 Laketran by Willowick Senior Center for the Services shall be the compensation and/or other consideration set forth in **Schedule B** attached hereto, provided that Laketran has performed each of the Services in accordance with the terms of this Agreement (the "Compensation"). The payment schedule for such Compensation is also set forth in **Schedule B**.
4. **INSURANCE.** Laketran 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 or upon the occurrence of any of the events described in **Schedule C**, attached hereto, either party may immediately terminate this Agreement for any reason by providing the other party written notice. If either party elects to terminate the agreement notice shall be provided to the Parties as identified below.

As to LAKETRAN: Laketran
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 Willowick Senior Center: City of Willowick Senior Center
321 E 314th St
Willowick, Ohio 44095

With a copy to:

Stephanie Landgraf, Esq.
Wiles & Richards
37265 Euclid Avenue
Willoughby, Ohio 44094
slandgraf@wilesrichards.com

- 6. 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. Laketrans shall perform and complete the Services in the most expeditious and economical manner consistent with its policies and procedures and accepted protocol.
- 7. ASSIGNMENT.** Willowick Senior Center 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 Laketrans.
- 8. STATUS OF PARTIES.** By virtue of the provisions of Section 306.30 et. seq. of the Ohio Revised Code, Laketrans is a political subdivision of the State of Ohio, a body corporate with all the powers of a corporation. The Willowick Senior Center is a political subdivision of the State of Ohio, a body corporate with all the powers of a corporation. 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.
- 9. INDEMNIFICATION.** Willowick Senior Center shall indemnify, defend, and hold Laketrans, and any respective parents, subsidiaries, affiliates, related entities, and all such officers, directors, trustees, managers, partners, members, agents, employees, representatives, successors, and assigns (collectively, the "Indemnitees") harmless from and against any and all losses, costs, claims, damages, injuries, demands, settlements, judgments, expenses, fines, penalties, or liabilities of any nature or kind, including reasonable attorneys' fees, court costs, out of pocket expenses, and fees of expert witnesses (collectively, "Claims"), arising from, relating to, or in connection with this Agreement or the Services contemplated and provided herein.
- 10. EQUAL OPPORTUNITY EMPLOYER.** In carrying out this Agreement, Laketrans shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or military status. Laketrans 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 Willowick Senior Center, 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, and 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. If any clause, provision or section of this contract, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken under this contract is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof.

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 – Willowick Senior Center

By: _____

Title: _____

Date: _____

Schedule A

Description of Services to be Performed: During the Term, Laketran shall generally provide transportation services as determined by Laketran and the Willowick Senior Center with specifically defined dates/times/locations provided by Willowick Senior Center representatives and authorized by Laketran as acceptable by (a) time; (b) location of service; and (c) vehicle availability. No overnight service shall be provided.

Laketran will provide up to 25 trips annually.

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

Laketran 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 Laketran 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.

Laketran 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.

Schedule B

Terms of Payment: Three thousand nine hundred and fifty-eight and 25/100 Dollars (\$3,958.25) payable to Laketran by Willowick Senior Center upon execution of this Agreement and successive payments of: Three thousand nine hundred and fifty-eight and 25/100 Dollars (\$3,958.25) on or before December 31st of each calendar year of the Term. Additional payment of Five and 00/100 Dollars (\$5.00) per passenger for each transportation service payable upon receipt of invoice from Laketran.

Schedule C

Miscellaneous:

Neither Willowick Senior Center 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.