



GEAUGA COUNTY BOARD OF COMMISSIONERS

James W. Dvorak Timothy C. Lennon Ralph Spidalieri

470 Center Street, Building 4 • 12611 Ravenwood Drive, Suite 350 • Chardon, Ohio 44024

March 7, 2023

*JoAnna Santilli, Director
Gauga County Transit
12555 Merritt Road
Chardon, Ohio 44024*

Dear Ms. Santilli:

Please be advised that during session on March 7, 2023, the Board of County Commissioners took the following action:

Motion: by Commissioner Lennon, seconded by Commissioner Dvorak to approve and execute the Interagency Transit Service Agreement between Laketrans and the Geauga County Board of Commissioners for Laketrans to administer and provide the operations of shared ride paratransit services and public transportation for Geauga County residents, under the identity of Geauga County Transit to be fully effective July 1, 2023.

<i>Roll Call Vote:</i>	<i>Commissioner Lennon</i>	<i>Aye</i>
	<i>Commissioner Dvorak</i>	<i>Aye</i>
	<i>Commissioner Spidalieri</i>	<i>Aye</i>

Very truly yours,

*Christine Blair
Commissioners' Clerk*

c: ✓ Budget and Finance Manager

Resolution Number 2023 - 685
LAKETRAN Facility
555 Lakeshore Blvd.
Painesville, Ohio

The Board of Trustees of LAKETRAN in and for Lake County, Ohio met this day in regular session after giving at least twenty-four hours' notice to the news media and public with the following members present:

Messrs. and Mmes.:

presented the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE CEO, OR HIS DESIGNEE, TO ENTER INTO AND EXECUTE A CONTRACT WITH GEAUGA COUNTY COMMISSIONERS AND GEAUGA COUNTY TRANSIT FOR THE OPERATION OF GEAUGA COUNTY TRANSIT.

WHEREAS, the Board of Trustees of LAKETRAN hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of the Board of LAKETRAN Trustees, and that all deliberations of the Board of LAKETRAN Trustees, and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code; and

WHEREAS, Laketran and Geauga County Transit have worked together in a variety of ways for several years and are desirous of entering into a mutually beneficial relationship whereby Laketran would operate Geauga County Transit; and

WHEREAS, in furtherance of exploring an expansion of the relationship between Laketran and Geauga County Transit the Ohio Department of Transportation ("ODOT") was contacted to assist in determining the feasibility of the same and to determine what funding might be available to facilitate Laketran operating Geauga County Transit; and

WHEREAS, ODOT then retained the services of RLS and Associates to study the proposed relationship and provide recommendations as to the feasibility and operation; and

WHEREAS, Laketran and Geauga County Transit reviewed the findings from RLS and Associates and found that a partnership between them would be beneficial to citizens of Lake County and Geauga County as well as Laketran and Geauga County Transit; and

WHEREAS, Laketran and Geauga County Transit then began negotiating and preparing an agreement to provide for Laketran's operation of Geauga County Transit; and

WHEREAS, attached hereto as Exhibit A is a draft of the proposed agreement in substantially similar form as that which will be executed by Laketran and Geauga County Transit; and

WHEREAS, Laketran is recommending that this Board of Trustees authorize the CEO or his designee to negotiate and enter into an agreement with Geauga County Commissioners and Geauga County Transit.

NOW THEREFORE, BE IT RESOLVED, by the LAKETRAN Board of Trustees, in and for Lake County, Ohio that:

Section 1. The CEO, or his designee, is authorized to enter into and execute a contract with Geauga County Commissioners and Geauga County Transit in substantially the form attached hereto as **Exhibit A** with such changes or addenda as are not materially adverse to the Board, with the determination that any such changes are not materially adverse to the Board being conclusively determined by the execution thereof by the CEO and review by legal counsel and subject to approval and execution by Geauga County Commissioners.

Section 2. All prior legislation, resolutions, and/or motions, or any parts thereof, which are inconsistent with this resolution is/are hereby repealed as to the inconsistent parts thereof.

Section 3. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that any and all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

Section 4. This resolution is effective immediately upon its adoption.

seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

"AYES": Messrs. and Mmes.: *Eppich, McNanee, Nunnally, Pizmoht
Stenger, Swanson, Zibbel*


"NAYS": *Sheetz*

Resolution adopted,

Adopted: *02-27-23*



Benjamin Capelle
Secretary/Treasurer



Brian J. Falkowski
President

INTERAGENCY TRANSIT SERVICE AGREEMENT

THIS INTERAGENCY SERVICE AGREEMENT (hereinafter “Agreement”) is made and entered into this 1 day of March, 2023 by and between Laketran, a public transit agency and political subdivision of the State of Ohio created pursuant to Section 306.30 through 306.71 of the Ohio Revised Code serving Lake County, Ohio, with a principal office at 555 Lakeshore Blvd., Painesville, Lake County, Ohio, 44077 (hereinafter “Laketran”); and the Geauga County Board of Commissioners, a political subdivision of the State of Ohio, with an office at 12611 Ravenwood Drive, Ste 350, Chardon, Geauga County, Ohio, 44024 (hereinafter “County”); which operates Geauga Transit, a department of the “County” serving Geauga County, Ohio (hereinafter “Transit”); each a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS, Laketran operates as a regional transportation authority providing fixed-route, demand response, commuter express, and ADA complementary paratransit services to Lake County, Ohio; and

WHEREAS, Transit, a department of the County, provides shared ride paratransit services to Geauga County; and

WHEREAS, County desires to engage Laketran as the administrator of these shared ride paratransit services to provide public transportation for Geauga County residents; and

WHEREAS, the Parties have been working at the direction of the Ohio Department of Transportation, Office of Public Transportation (“ODOT”) to identify opportunities for increased coordination between agencies; and

WHEREAS, ODOT initiated The Geauga County Transit Development Plan to determine the feasibility of increased coordination between Laketran and Transit and an interest in increased partnership under the existing collaboration (of shared scheduling, dispatch technology, maintenance services, passenger transfers between the two systems, and an agreement for pass-through of Federal Transit Administration (“FTA”) Section 5307 funding for technology) was expressed to ODOT by both Parties; and

WHEREAS, the FTA and/or ODOT oversee transit and transit-supportive grant programs, providing federal and state grants to transit projects based on, but not limited to, the following criteria: land use, cost effectiveness, mobility improvements, congestion relief, environmental benefits, and economic development. The services and programs contemplated within this Agreement qualify as eligible transit projects under such grants; and

WHEREAS, increased coordination could reduce the level of effort necessary for effective transit grants administration, ODOT/FTA compliance, and fundraising for grant local match; and

WHEREAS, the Parties have identified an opportunity for increased partnership through a formalized arrangement that mutually benefits each Party; and

WHEREAS, County recognizes an increased level of partnership with Laketran offers the best possibility of service sustainability; and

WHEREAS, County has determined that Laketran possesses the specialized, professional skills necessary to fulfill coordinator responsibilities and achieve the goals set forth by ODOT for collaboration and efficient service delivery; and

WHEREAS, The Parties recognize the benefits of Laketran becoming the FTA/ODOT grant recipient and the Parties forming this Agreement for administration and operation of Geauga County's public transportation service. This Agreement addresses and provides transit needs for safer, faster, and more reliable transportation that will improve access to essential services, such as education, health care, food access, childcare, jobs, and open space especially in historically underserved and underrepresented communities, and which will manage congestion, create jobs, improve the environment, and better connect people in the community; and

WHEREAS, the shared ride paratransit services provided to Geauga County shall remain under the identity of Geauga County Transit.

WHEREAS, the Parties agree to fully support Laketran in the transfer and administration of transportation services currently operated by Transit.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is acknowledged, the Parties agree to the terms and conditions stated in this Agreement as follows:

Section 1. County Commitments.

(a) County authorizes Laketran to complete and execute all grant applications with ODOT and/or FTA for Federal and/or State grants for the operation and capital projects of the public transportation system in Geauga County, in accordance with all Federal, State and local laws, rules and regulations

(b) Other than the existing contracts with Dex Imaging LLC and Unifirst Corp., County agrees that Laketran shall have no responsibilities of any kind to make payment of any debt or other obligations with respect to the operation of the public transportation system in Geauga County which may have been accrued prior to the time of this Agreement.

(c) County authorizes the transfer of all physical assets,(except for the Transit facility located at 12555 Merritt Dr., Chardon, Ohio, which shall be leased by Laketran via a separate Lease Agreement executed by the Parties), including, revenue and non-revenue vehicles, and capital equipment, to Laketran. County shall release all records and data necessary for the transfer

of assets including, but not limited to, personnel and maintenance records. County shall retain responsibility for any and all liens or security interests attached to such assets.

(d) County and Transit shall promptly furnish Laketran with all documents and records required for the services in accordance with the terms of this Agreement, in each case, to the extent such items are in County's or Transit's possession or control, including, without limitation, the following: all equipment warranties; all plans, specifications, certificates, permits and similar documents relating to the operation of Transit; a personal property inventory; copies of all service contracts in effect; copies of all insurance policies relating to the provision of services by the County and Transit prior to the execution of this Agreement; and all other pertinent books and records relating to the management and operation of public transportation services in Geauga County. In addition, County and/or Transit are not aware of any material adverse matter(s) as of the date hereof, which concerns the provision of public transportation services in Geauga County.

Section 2. Laketran Duties and Responsibilities.

(a) Laketran shall be responsible for, and to the extent possible, and provided by law, shall indemnify, defend, and hold the County and its officers, agents and employees, (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 any act, operation or service related specifically to the provision of transit services performed by Laketran, its officers, agents, employees or subcontractors or otherwise contemplated by this Agreement, and also on account of bodily injury to or death of any person, or for property damage arising out of the performance of transit services described in this Agreement including, but not limited to any negligent acts or omissions.

(b) Laketran agrees to fully administer every aspect of the shared ride public transportation system in Geauga County pursuant to Laketran becoming the FTA/ODOT grant recipient which shall provide funding for the same and the County shall not be required to provide any local or other funds.

(c) Laketran will, wherever feasible, coordinate provision of the shared ride services with services in Lake and other Counties who choose to work cooperatively within the region.

(d) Laketran will obtain the consent of County before enacting any significant change in the manner in which services are provided in the County.

(e) Laketran will provide service reports as reasonably requested by County regarding services provided in Geauga County.

(f) Laketran shall cause all obligations arising out of the operation of Transit to be paid by Laketran in full in accordance with the budget approved for the operation of the public transportation system or the budget as amended for the operation of the public transportation system as adopted exclusively by the Laketran Board of Trustees.

(g) Laketran agrees to keep all vehicles, equipment, facilities and other physical assets owned by County and/or Transit, identified in Section 7, below, and specifically in the care, custody and control of Laketran, insured at Laketran's sole cost against loss, damage, liability and theft. The County shall be listed as an additional insured on the insurance policies.

(h) Laketran agrees to hire any and all current Transit employees to perform jobs with the same job duties as their Geauga Transit jobs or substantially similar job duties and acknowledges that the employees meet the following three (3) Laketran requirements:

- (1) Complete and pass a Department of Transportation Physical (DOT Physical); and
- (2) Complete a Criminal background check. This background check will only be used to determine if an employee is eligible to work for Laketran as a Medicaid provider, ensuring no person has any items in their history expressly prohibited by Medicaid; and
- (3) Complete and pass a Federal Transit Administration drug screen.

(i) At the time of hire, Laketran will provide a rate of pay to each Geauga Transit employee at or above the employee's current rate of pay at Geauga County Transit. All annual or other pay or step increases shall be in accordance with Laketran's established pay scale or otherwise commensurate with increases received by other similarly situated Laketran employees and Laketran shall:

- (1) transfer any sick or vacation balances from Transit employees at the amount in, or projected to be in, their accrual bank at Geauga Transit on July 1, 2023st; and
- (2) will offer Transit employees health coverage from Laketran's existing medical, eye, and dental plans and will provide supplemental benefits/coverage in the event there are any differences in coverage between Laketran's and the County's health coverage; and
- (3) will offer sick, vacation and holiday accruals to Transit employees based on their years of service with Transit at accrual rates commensurate with those received by Laketran employees, but in no event shall the accrual rates be less than those currently provided by the County; and
- (4) will offer any and all OPERS employer contributions commensurate with those received by Laketran employees; and

(5) will work with the County to offer the Geauga Transit employees all other benefits provided to Laketran employees.

(j) Laketran agrees to maintain all funds associated with Transit in separate bank accounts. Funds and records shall be maintained in a manner that, should either party wish to terminate the definitive agreement, the return of these funds shall be made within forty-five (45) days of the date of termination. Laketran shall only use Transit designated funds for the provision of services for Geauga County.

(k) Laketran agrees to document and maintain all assets associated with Transit with a unique identifier linking them specifically to Geauga County service. These records shall allow for easy identification of County and/or Transit related assets for the term of this Agreement.

Section 3. Laketran Services.

Laketran, in keeping with its established policies and procedures, shall furnish to County services required for the efficient operation of a public transportation system in Geauga County in a satisfactory and proper manner, as follows:

(a) Oversee the daily operation and administration of all public transportation programs operating in Geauga County that are funded through Federal, State and Local revenues and complete service monitoring, compliance and preparation of related grant applications and documentation.

(b) Provide all transit services for County, including but not limited to the oversight of vehicle operation, schedule preparation, equipment and facility maintenance, human resources, accounting, data collection, employee selection, training, marketing, public relations, risk management, insurance procurement and maintenance, claims adjusting, procurement of goods and services, service planning, and any other services necessary for the operation of a public transportation service.

(c) Oversee all of the administrative components of County's/Transit's public transportation system, including, staffing, service contract management, grant application preparation, budgeting, accounting, bid preparation and award, report preparation, program modifications and grant revenue receipt and invoicing and grant closeouts.

(d) Prepare grant applications and project modifications for all ODOT and FTA programs and projects.

(e) Schedule and attend any public hearings required for applications and program modifications.

(f) Attend such meetings concerning County's/Transit's public transportation service as needed or requested.

(g) Administer County's/Transit's public transportation service in compliance with all Federal, State and Local requirements.

(h) Adhere to the Audit Requirements of 2 CFR Part 200, Subpart F and other specific Federal and State circulars, policies and regulations.

(i) Maintain specific records for the purpose of audit and/or service performance and supply on request any and all information and documentation which is requested by County relative to the public transportation service provided in Geauga County.

Section 4. Term.

The term of this Agreement shall commence on the date first noted above and will terminate upon mutual consent of the Parties or subject to the termination provisions in Sections 11 or 12.

(a) The County will transfer all physical assets, documents and records, and funds, as described herein, to Laketran no later than June 30, 2023.

(b) Laketran shall hire the Geauga Transit employees and require the employees to begin employment with Laketran on July 1, 2023.

(c) Laketran shall fully administer each and every aspect of the shared ride public transportation system in Geauga County and assume full control and operation of the Geauga Transit facility on Merritt Drive in Chardon on July 1, 2023.

Section 5. Revenue/Local Contributions/Prior Year grant balances.

(a) Laketran shall be the direct recipient of ODOT/FTA transportation grants made for the purpose of delivery of transit service in Geauga County, except as otherwise provided herein.

(b) Laketran will be authorized to determine service levels to support the continuance of service and to meet the needs within the communities in Geauga County. All major service changes will be planned and enacted only after receiving the consent of County as provided in the provisions of Section 2.

(c) Both parties recognize that service provisions must be within the requirements of Federal, State and local laws, ordinances and regulations.

(d) County will relinquish responsibility of collecting local matching dollars for all grants, including but not limited to ODOT/FTA operating and capital grants, or any other granting body that requires local match for projects that are for the public transportation services operated in Geauga County. Laketran will be solely responsible for the collection of and matching requirements for all operating and capital programs for the benefit of Geauga County residents and

the public transportation services operated in Geauga County. Both Laketran and County recognize that failure to provide required local matching funds for operating and capital projects as referenced may result in the loss of operating or capital funds from ODOT and/or the FTA.

(e) Laketran will be responsible for the collection of all passenger fare revenue, including but not limited to billing of third-party sponsors for collection of passenger fares

(f) County will turn over to Laketran all prior year grant balances as of June 30, 2023 for all ODOT/FTA grants. Laketran shall maintain separate accounting and designations for all prior year grant balances from County and all prior year balances from County will be used for projects and service solely benefiting Geauga County.

Section 6. Oversight/Management.

(a) Laketran will manage Transit keeping with the policies established by Laketran in accordance with Federal, State and local laws and requirements and provide reports to County as requested.

(b) Laketran shall have the right to engage independent contractors for performance of such of its duties hereunder as Laketran deems necessary and Laketran shall ensure that the independent contractors indemnify and hold the County harmless from any and all liability and designate the County as an additional insured under any policies that insure against loss, damage, liability, theft or other perils.

Section 7. Ownership and Lease of Property.

(a) All vehicles and equipment currently owned by County that were purchased with ODOT and FTA transportation funds for use in public transit service shall be transferred in ownership to Laketran free of any liens or encumbrances other than those related to ODOT and FTA and at no cost to Laketran. The Geauga County Transit facility will be leased via a separate lease agreement entered into by the Parties and used by Laketran to provide services within Geauga County. The vehicles and equipment owned by County to be transferred to and used by Laketran are identified on “**Exhibit A**” attached hereto and incorporated by reference herein. The Geauga County Transit maintenance and operations facility to be leased to and utilized by Laketran is identified on the “**Exhibit B**” attached hereto and incorporated by reference herein. When any vehicle or equipment identified on “**Exhibit A**” reaches the end of its prescribed useful life as determined by ODOT and/or FTA estimated useful life schedule, County and Laketran agree that Laketran will dispose of the item as required by any relevant grant agreement and reinvest the proceeds into County’s transportation program. With respect to disposal of any County vehicle, proceeds from the sale of such vehicle will be placed by Laketran in a dedicated capital account to offset major capital repairs to other County vehicles or to be utilized towards the purchase of a new County vehicle or vehicles, after any and all relative fees and/or expenses related to the disposition of such vehicle(s) are paid to Laketran. New assets owned and titled in the name of

Laketran but strictly for public transportation service in Geauga County, will be placed into service in Geauga County by any requirement of the funding source, it being understood that Laketran, and not County, will continue to be the grantee of ODOT and/or FTA and apply for all funding for new vehicles and other needed capital.

(b) The consideration to be paid by Laketran to County for the lease of the Geauga County Transit maintenance and operations facility during the term of the definitive agreement shall be \$1.00 annually. All costs associated with the use of the facility, other than perils covered by insurance, including but not limited to all repair, maintenance and utility costs shall be paid by Laketran with funds from the Geauga County Transit account under Laketran and/or through such direct funding provided to Laketran by ODOT and/or FTA.

(c) With respect to the vehicles noted on “**Exhibit A**” transferred to and to be used by Laketran, and any other vehicles used in place of retired vehicles or vehicles that have been replaced, Laketran agrees it shall:

- (i) Maintain and purchase commercial property, comprehensive and collision insurance for all vehicles and property contained within the scope of this agreement.
- (ii) Provide public liability insurance and or self-insurance coverage in an amount no less than \$5,000,000 for bodily injury resulting from any one occurrence. Said coverage and/or insurance is to be procured from a recognized liability insurance company or Public Entity Risk Pool naming County as additional insured.
- (iii) Conform to all State, Federal and Municipal laws, rules, and regulations with respect to the maintenance and operation of the vehicles.
- (iv) Require all operators or drivers of the vehicles to be properly licensed for the vehicle to be operated and to meet Laketran’s driver standards.
- (v) Keep the interior and exterior of the vehicles neat and clean and the interior free of debris. Vehicles are to remain branded as Geauga County Transit in order to clearly mark and promote the service to Geauga County residents.

(d) With respect to the vehicles noted on “**Exhibit A**” transferred to and to be used by Laketran, and any other vehicles in place of retired County vehicles or County vehicles that have been replaced, Laketran agrees it shall:

- (i) Maintain, repair and furnish all parts and labor which may be required to keep the vehicles in good mechanical condition according to the manufacturer’s specifications.
- (ii) Keep the vehicles properly serviced and furnish all necessary oil, fuel,

tires, and other accessories necessary for operation of the vehicles.

Notwithstanding the foregoing, any and all costs associated with this Section 7 shall be paid by Laketrans and/or through such direct funding provided to Laketrans by ODOT and/or FTA.

Section 8. Financial Records.

Laketrans will maintain financial records utilizing common accounting best practices, reflecting the operation of the public transportation services in conformity with the requirements of the various funding sources, and will render and certify to County, and to any appropriate Federal or State agencies, such full and complete operating reports and financial statements as County and said agencies may reasonably require.

Section 9. Representations.

The Parties represent that each of them has the authority to enter into this Agreement and be bound by the terms herein. County and Transit represent that:

(a) There are no current disputes with any County or Transit employee(s) involved in either party's transportation services with respect to any terms or conditions of employment; and

(b) That there are no pending administrative actions before any State or Federal agency; and

(c) That there are no pending legal disputes between County and/or Transit and any other party except those claims covered and defended by available insurance coverage; and

(d) That County and Transit are current in all their reporting obligations to State and Federal agencies and governments.

Section 10. Personal Liability.

No officer, director, trustee, commissioner, or employee of Laketrans, County or Transit shall be personally liable for the performance of the terms of this Agreement unless otherwise provided under federal or state law.

Section 11. Default and Remedies

(a) Events of Default.

Prior to declaring an Event of Default as defined in this section against another Party hereunder a Party must first deliver written notice to such other Party (pursuant to Section 13 below) specifying the events and circumstances regarding such alleged breach and specifying any action which the notifying party desires the receiving Party to take to remedy such alleged breach ("Default Advisory Notice"). The receiving Party shall work in good faith with the notifying Party to resolve the matter within a

reasonable amount of time but in any event no more than sixty (60) days. If after delivering a Default Advisory Notice, the alleged breach is not resolved to the reasonable satisfaction of the notifying Party within thirty (30) days, then the notifying Party may declare an Event of Default against the receiving Party by delivering written notice thereof to the defaulting Party (a "Default Notice"); provided, however, that no Party shall be authorized to deliver a Default Notice unless the governing body of the notifying Party has taken official action declaring the defaulting Party to be in material breach under the terms of this Agreement in an open meeting (an "Event of Default") and directing staff to deliver such Default Notice to the defaulting Party. After receiving a Default Notice, the defaulting Party shall have an additional thirty (30) days to cure such Event of Default or such additional amount time as may be agreed to in writing by the notifying Party but only so long as such defaulting Party is diligently seeking to cure such Event of Default the ("Cure Period").

(b) Limitation on Remedies. A Party shall not be entitled to pursue any remedies (whether at law or in equity) against any other Party hereunder except with respect to an Event of Default declared in accordance with Section 11, and then only if the defaulting Party has failed to reasonably cure such default prior to the expiration of the Cure Period therefor. The Parties' remedies for an Event of Default shall be termination, seeking specific performance, declaratory or injunctive relief or such other relief that may be appropriate against the defaulting party. No Party shall be entitled to seek punitive or consequential damages.

(c) Effect on Other Agreements. This Section 11 shall apply to this Agreement as well as any Supplemental Agreement(s) entered into by any of the Parties following the execution and delivery of this Agreement.

Section 12. Termination.

Should any party decide to terminate this Agreement without an event of default, the following will take place:

(a) The party wishing to terminate shall issue a written notice to the other party and to the Ohio Department of Transportation, Office of Public Transit at least ninety (90) days prior to the desired date of termination.

(b) All assets, vehicles, and equipment, whether or not identified herein or in "Exhibit A" hereto, which were owned by County and/or Transit and used by Laketrans in providing any services as provided for in this Agreement shall be transferred in ownership back to County and/or Transit or to such other entity as County shall designate as noted above, free of any claim of or lien by Laketrans or any third party, person or entity and at no cost to the County. To the extent any such assets, vehicles, and equipment have been retired or replaced and reinvestments due to such retired or replaced items have been made by Laketrans into the County's transportation program or any portion of a program servicing the County, such assets, vehicles, and equipment will be also

transferred to County or to such other entity as County shall designate free of any claim or lien by Laketrans or any third party, person or entity and at no cost to the County.

(c) In the event of termination of this Agreement, Laketrans will transfer any unused fund balances related specifically to the provision of services contemplated by this Agreement to County and/or Transit (or any successor organization). Laketrans will also transfer all assets related specifically related to the provision of services contemplated by this Agreement to County and/or Transit (or any successor organization) at no cost to County.

(d) Any Party to this Agreement may terminate this Agreement for any reason and without cause upon providing no less than ninety (90) days' written notice to the other Party.

(e) Any Party to this Agreement may terminate this Agreement in no less than ninety (90) days if such Party is unable to comply with changes required by federal or state laws or regulations that relate directly to the purpose of this Agreement and the provision of services contemplated herein, by providing written notice immediately upon discovering its inability to comply.

(f) In the event of termination of this Agreement each party shall be responsible for its own fees and costs, including attorney's fees.

Section 13. Notice.

Every notice, demand, direction, consent, approval, request and other communication required or permitted hereunder shall be in writing, sent by registered or certificated United States Mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier, to whomever the notice is required or permitted to be sent, and addressed as stated below:

If to Laketrans:	Laketrans 555 Lakeshore Blvd. Painesville, Ohio 44077 Attn: Benjamin Capelle bcapelle@laketrans.com
with copy to:	Brandon Dynes, Esq. Thrasher, Dinsmore & Dolan, Co., L.P.A. 100 7 th Avenue, Suite 150 Chardon, Ohio 44024 bdynes@tddl.com
If to County:	Geauga County Board of Commissioners 12611 Ravenwood Drive, Ste 350 Chardon, Ohio 44024 Attn: County Administrator
If to Transit:	Geauga County Transit 12555 Merritt Drive

Chardon, Ohio 44024
Attn: JoAnna Santilli

Any party may change the address to which notices served upon it are to be sent by ten (10) days prior written notice informing the other party of the change in address. All notices shall be deemed delivered (i) on the day delivered if delivered by hand on a business day (or next business day if delivered by hand on a day that is not a business day), (ii) on the next business day if delivered for overnight delivery by a nationally recognized overnight courier and (iii) five (5) business days after being sent certified mail.

Section 14. Permits/Licenses.

Laketran shall be responsible for obtaining any required licenses or permits and paying any necessary fees in order to establish bus stops, install amenities or operate service in Geauga County.

Section 15. Supplemental Agreements.

The Parties also recognize that, in addition to this Agreement, the implementation of services may require the Parties to subsequently address a variety of matters. Therefore, supplemental agreements will be necessary to address specific interagency topics, and will be developed by the appropriate staffs, and, when necessary, and if acceptable to each Party, adopted by the governing bodies of the Parties. These supplemental agreements shall be bilateral, such as for services or functions provided or to address specific project issues related to policy, property acquisition, financing, design, construction, operations or maintenance of the services.

Section 16. Miscellaneous.

- (a) Special Power of Attorney. County and/or Transit authorize Laketran, to enter into and execute agreements with respect to the transportation services contemplated herein; to collect fares, monies, grants and other funds due County and/or Transit in Laketran's name on County's and/or Transit's behalf, and to establish and make deposits into and withdrawals from the Geauga County Transit account under Laketran in accordance with the terms of this Agreement.
- (b) Amendments. This Agreement constitutes the entire agreement between the Parties and no amendment, alteration, modification or addition to this Agreement shall be valid or enforceable, unless expressed in writing and signed by each Party.
- (c) Headings. All headings herein are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provisions of this Agreement.
- (d) Severability. If any term or provision of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, such result shall not affect the other terms and

provisions of this Agreement or applications thereof which can be given effect without the relevant terms, provision or application, and to this end the parties agree that the provisions of this Agreement are and shall be severable.

- (e) Relationship. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that which is defined herein. Laketran shall not at any time during the period of this Agreement be considered an employee of County or Transit. Neither party shall have the power to bind nor obligate the other except as expressly set forth in this Agreement.
- (f) Assignments; Binding Effect. This Agreement shall be binding upon and inure to the successors and permitted assigns of the Parties. No party shall directly or indirectly assign, transfer, mortgage, pledge, sell, hypothecate or otherwise encumber (or permit any of the foregoing) its rights interests or obligations under this Agreement without the prior written consent of the other party.
- (g) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, County of Lake or County of Geauga and any litigation arising hereunder shall be brought in a court of competent jurisdiction of either county.
- (h) No Waiver. No consent or waiver, express or implied, by either party to this Agreement to, of or for any breach or default by the other party in performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or for any other breach or default in performance by such other Party of the same or any other obligation of such party hereunder. Failure on the part of either party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- (i) Remedies. All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and not exclusive. In the event of a breach of or other failure to perform as required under this Agreement, the party not breaching or defaulting shall, in addition to all rights and remedies provided, have all rights and remedies available at law or in equity. The Parties may apply for specific performance of this Agreement, for an injunction against any violations of this Agreement or for such other relief as may be appropriate., since the injury arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.
- (j) Execution of Counterparts. For the convenience of the parties, this Agreement may be executed in multiple counterparts, each of which shall constitute a complete original of this Agreement, and may be introduced in evidence or used for any other purpose without the production of any other counterparts.
- (k) Force Majeure. The obligations of the Parties under this Agreement shall be excused for that period of time that such Party, as the case may be, cannot fulfill such obligations

by reasons of delay beyond its reasonable control, including, without limitation, acts of God, inclement weather, pandemics, war, insurrection, terrorist acts, labor strikes, inability to obtain necessary materials or supplies, inability to obtain necessary permits, licenses, or approvals or any other event commonly included with the definition of “force majeure”. If a Party anticipates or is aware it cannot fulfill one or more obligations under this Agreement due to force majeure, the Party shall provide immediate written notice to the other Party and shall make every effort to fulfill its obligations by alternate means and in a manner satisfactory to the other Party.

[This space intentionally left blank]
[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereunto set their hands and official seals the day and year first above written.

LAKETRAN:

Signature:  _____

Printed Name: Ben Caselle

Title: CEO

Date: 03-07-23

Approved as to form:



Brandon Dynes, Legal Counsel

GEAUGA COUNTY BOARD OF COMMISSIONERS:

James Dvorak: James W. Dvorak
Title: Commissioner
Date: 3-7-23

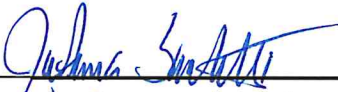
Timothy Lennon: [Signature]
Title: Commissioner
Date: 3-7-2023

Ralph Spidalieri: [Signature]
Title: Commissioner
Date: 03-07-2023

Approved as to form:

[Signature]
Laura LaChapelle, Legal Counsel

GEAUGA COUNTY TRANSIT:

Signature: 

Printed Name: Joanna Santilli

Title: Director

Date: 3/6/2023

Approved as to form:


Laura LaChapelle, Legal Counsel

EXHIBIT A: Geauga County Transit Vehicle and Equipment List

EXHIBIT B: Geauga County Transit Maintenance and Operations Facility Specifications

Exhibit A

Vehicle Inventory - as of 02/24/2023

Transit ID#	Year	Make	VIN	License Plate	Cost	Date Rec'd.	County #
22	2014	Ford	1FDEE3FL7EDA72013	491ZPX	\$20,084.00	9/29/2022	8467
87	2014	Chevy	1GB6G5BLXE1120968	513YPP	\$76,873.00	12/9/2013	7977
88	2014	Chevy	1GB6G5BL8E1121522	516YPP	\$76,873.00	12/9/2013	7976
89	2014	Ford	1FDEE3FS9EDB17301	478YSG	\$65,240.00	11/5/2014	8067
90	2014	Ford	1FDEE3FS1EDB17311	476YSG	\$65,240.00	11/5/2014	8066
92	2015	Ford	1FDEE3FS3GDC05229	862YUR	\$67,397.00	8/12/2015	8120
93	2016	Ford	1FDEE3FS5GDC58207	766YXW	\$70,744.00	9/22/2016	8209
94	2016	Ford	1FDEE3FS7GDC58208	752YXW	\$70,744.00	10/21/2016	8208
95	2016	Ford	2C7WDGGBG4GR262317	748YYC	\$36,253.00	11/15/2016	8207
96	2017	Ford	1FDEE3FS4HDC51363	375ZAL	\$66,998.00	6/1/2017	8246
97	2017	Ford	1FDEE3FS6HDC51364	372ZAL	\$66,998.00	6/1/2017	8247
98	2018	Ford	1FDEE3FS7JDC24633	620ZDU	\$65,940.00	8/22/2018	8277
99	2018	Ford	1FDEE3FS3JDC24628	619ZDU	\$64,950.00	8/22/218	8276
100	2019	Ford	1FDEE3FS7KDC39697	983ZGV	\$65,084.00	9/4/2019	8361
101	2019	Ford	1FDEE3FS9KDC39703	981ZGV	\$64,094.00	9/4/2019	8360
T-7	2005	Ford	1FTSF21P35EA37245	OD-7166	\$25,039.25	9/20/2004	7208
T-12	2020	GM	1GKKNRL43MZ100466	403ZKF	\$38,225.00	11/13/2020	8405

decommissioned

Service Truck
Acadia -CoVid



Geauga REALink

Charles E. Walder
Geauga County Auditor

New Search

Parcel Number	Location Address	Owner Name	Acres
13-705022	12555 MERRITT RD	GEAUGA COUNTY BOARD OF COMMISSIONERS THE	3.06

Main Information Map Tax Details Sales Improvements Permits Sketch Cards Special Assessments Special Assessment Payoff Value History

Parcel Number	13-705022
Tax District	CLARIDON TWP-CHARDON LSD
School District	2803 - CHARDON LSD
Location Address	12555 MERRITT RD
Owner Name	GEAUGA COUNTY BOARD OF COMMISSIONERS THE
Mailing Name	GEAUGA COUNTY BOARD OF COMMISSIONERS
Mailing Address	470 CENTER ST BLDG 4 CHARDON OH 44024

Routing Number	13--07-10-00-069-15
Acres	3.06
Deed Volume/Page	725 / 447
Legal Description	S/L 26^COMMUNITY SERVICE CENTER SUB^TRANSIT
Property Class	620 - Exempt Property County
Neighborhood Code	10200
Dwellings	0
Square Footage	0 sq. ft.
Grade	

To view the values used to calculate your current tax bill, please select from the drop down box 2021 (Payable 2022)

2022 Valuation (Payable 2023)	
Market	Taxable
Land	\$114,000 \$39,900
Improvement	\$878,400 \$307,440
Total	\$992,400 \$347,340
CAUV	\$0 \$0

Latest Sale (See sales tab for more details)	
Sale Date	10-30-1991
Sale Amount	\$0
Valid	N
Conveyance #	0
# Parcels	1
Exempt #	
Type	LB

Workflow (1)

I want to...

Parcel : 13-705022

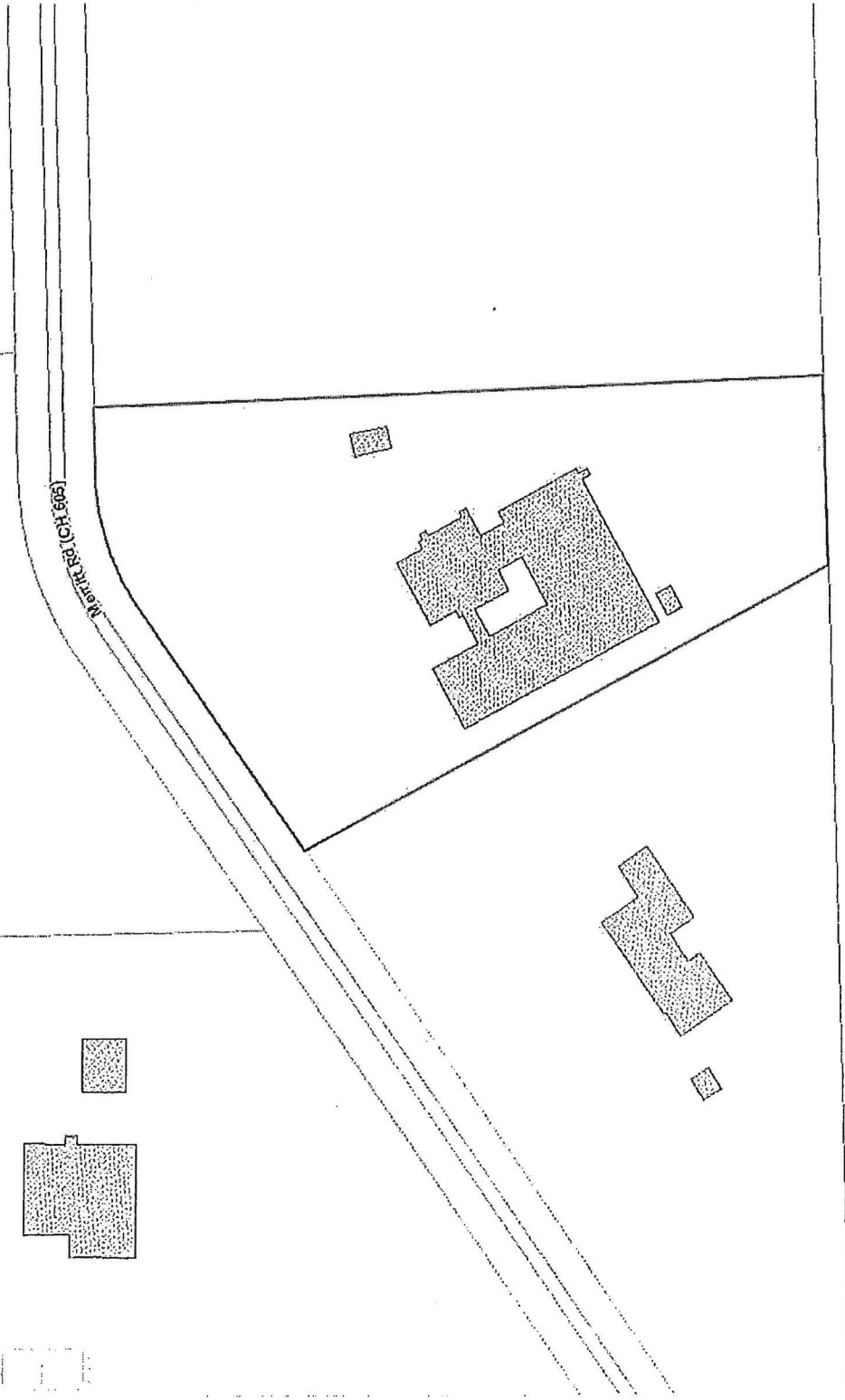
Owner: GEAUGA COUNTY BOARD OF

COMMISSIONERS THE

Location: 12555 MERRITT RD

Acreage: 3.06 Deed: 725-447

Sub/Lot: S/L 26^COMMUNITY SERVICE



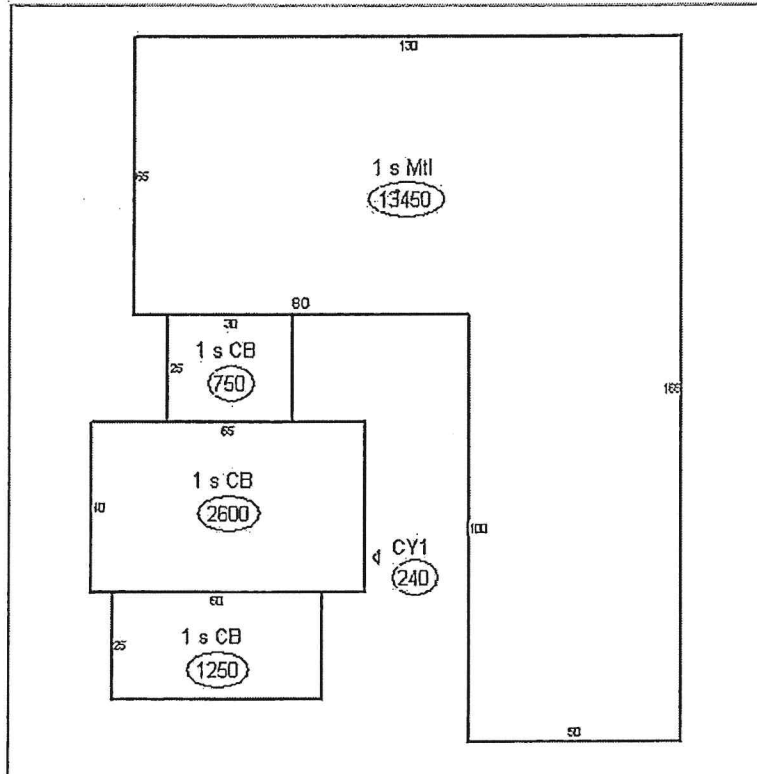


New Search

Parcel Number	Location Address	Owner Name	Acres
13-705022	12555 MERRITT RD	GEAUGA COUNTY BOARD OF COMMISSIONERS THE	3.06

Main Information Map Tax Details Sales Improvements Permits Sketch Cards Special Assessments Special Assessment Payoff Value History

Displaying Sketch 1 of 1



[Click here for a listing of Sketch Codes](#)

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Newbury & Burton Residents:
1-888-714-0006 Ext. 1600



Email: Contact Us
HERE

