

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2025-61**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH HOCKING
ATHENS PERRY COMMUNITY ACTION AND BARONS BUS FOR GO BUS SERVICES**

WHEREAS, Hocking Athens Perry Community Action (hereinafter “HAPCAP”) offers a community bus service, otherwise known as GoBus, with various routes to Athens, Columbus, Cleveland, and Cincinnati, Ohio; and,

WHEREAS, GoBus services are provided by Barons Bus and its agents and employees under contract with HAPCAP; and

WHEREAS, HAPCAP has requested that the Village of Yellow Springs provide a bus stop location in the Village of Yellow Springs; and

WHEREAS, the Village Manager has recommended provision of such a bus stop as a low-cost way to increase state-wide access and mobility to villagers and to become accessible to Ohioans from other parts of the state,

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY
RESOLVES THAT:**

Section 1. Council for the Village of Yellow Springs concurs with the recommendation of the Village Manager regarding provision of a village Go Bus stop.

Section 2. The Village Manager is hereby authorized to execute a contract with HAPCAP in a form substantially similar to the contract attached hereto as Exhibit A.

Kevin Stokes, President of Council

Passed: 12-15-2025

Attest: _____
Judy Kintner, Clerk of Council

ROLL CALL:

Kevin Stokes	__Y__	Gavin DeVore Leonard	__Y__		
Carmen Brown	__Y__	Brian Housh	__Y__	Trish Gustafson	__Y__

The Village of Yellow Springs
AGREEMENT FOR THE OPERATION OF BUS TRANSPORTATION SERVICES

This Agreement, by and between the Hocking Athens Perry Community Action (hereinafter “HAPCAP”) located at 3 Cardaras Drive, Glouster, OH 45732, **Barons Bus**, and The **Village of Yellow Springs**, is as follows:

Whereas, HAPCAP offers a community bus service, otherwise known as GoBus, with various routes to Athens, Columbus, Cleveland, and Cincinnati, Ohio; and,

Whereas, GoBus services are provided by **Barons Bus** and its agents and employees under contract with HAPCAP; and

Whereas, HAPCAP has requested that the **Village of Yellow Springs** provide a bus stop location on its campus.

Now, therefore HAPCAP and the **Village of Yellow Springs** (the “Primary Parties”), with the concurrence and agreement of **Barons Bus**, agree to the following:

TERM OF AGREEMENT

This Agreement is effective as of the date signed by **Barons Bus** and both Primary Parties hereto and terminates on **July 1, 2028**, unless terminated earlier by action of either Primary Party. Either Primary Party hereto may terminate this Agreement for cause or convenience by providing 30 calendar days written notice to the other Primary Party. Should either Primary Party wish to terminate this Agreement for cause, the Primary Party, at its sole option, may approach the other Primary Party with the reason(s) for termination, and may permit the other Primary Party a reasonable time to address the reasons in order to avoid Agreement termination. Future Agreements must be the result of specific action by HAPCAP and the **Village of Yellow Springs**.

SCOPE OF SERVICES

HAPCAP contracts with **Barons Bus** to provide GoBus service that includes a bus stop at the **Village of Yellow Springs** at a location that has been designated by the **Village of Yellow Springs**. Service will be provided in accordance with a published schedule made available by HAPCAP. A facsimile of said schedule is attached hereto as part of this Agreement. HAPCAP shall provide advanced notice to the **Village of Yellow Springs** of any schedule changes. **Barons Bus** will make reasonable attempts to be on schedule with arrivals and departures from the **Village of Yellow Springs** bus stop. **Barons Bus** will provide for passenger and vehicle safety at all times and will provide currently certified professional drivers at all times. The **Village of Yellow Springs** bus stop is not a location for GoBus ticket sales.

BUS STOP LOCATION

The GoBus stop at **Yellow Springs Station** shall be **101 Dayton St, via US-68**, in the **Village of Yellow Springs**, OH. The bus stop will be available to passengers for reasonable periods prior to and after the scheduled bus stop times in order to permit reasonable boarding and disembarking to occur. The **Village of Yellow Springs** is under no obligation to provide climate-controlled facilities for use by GoBus passengers. There may be future opportunities for further capital improvements funded through ODOT and USDOT, limited to a covered awning, a bench, and/or a concrete pad to support ADA accessibility. ODOT and HAPCAP will provide the **Village of**

Yellow Springs with a GoBus sign which must remain installed and visible while the Village of Yellow Springs is participating in the program.

CUSTOMER RELATIONS

The Village of Yellow Springs has no responsibility to accommodate passengers who may board or disembark at the Village of Yellow Springs bus stop, including but not limited to, dealing with questions or concerns from passengers or others about any aspect of the GoBus program. Barons Bus is solely responsible for the behavior of its employees, volunteers, sub-contractors, affiliates and agents during those times when the GoBus vehicle is at the Village of Yellow Springs.

COMPLIANCE CERTIFICATION

HAPCAP certifies that the GoBus operation complies in all material respects with all applicable local, state, and federal regulations. Barons Bus further certifies that its drivers have cleared criminal background checks and other required licensures and certifications prior to being permitted to fulfill their duties on behalf of GoBus and prior to their being permitted to access the Village of Yellow Springs.

COMPENSATION

There is no compensation made to either HAPCAP or the Village of Yellow Springs under this Agreement.

INDEMNIFICATION

HAPCAP agrees to release, hold harmless, defend, and indemnify the Village of Yellow Springs, its employees, officers, trustees, and agents, with respect to any and all claims, demands, damages, liability and court awards, including costs, expenses, and reasonable attorney fees (collectively "Claims and Expenses"), relating in any way to an act or omission by HAPCAP, its employees, volunteers, subcontractors, affiliates or agents. Further, HAPCAP agrees to release, hold harmless, defend, and indemnify the Village of Yellow Springs, its employees, officers, trustees, and agents, with respect to any and all of such Claims and Expenses, relating in any way to injury to person or property resulting proximately from the Go Bus service, its use of the Village of Yellow Springs as a bus stop location, or the execution of this Agreement. Barons Bus, as the service operator, is responsible for the actions or inaction of its employees and agents. In the case of any Claims and Expenses relating in any way to an act or omission by Barons Bus, or a Barons Bus employee or agent, Barons Bus will fulfill all of the obligations HAPCAP has undertaken under this indemnification clause.

SEVERABILITY

If any portion of this Agreement is determined to be unenforceable, the remaining portions of this Agreement remain in full force and effect.

ENTIRE AGREEMENT

This written Agreement is the entire agreement between HAPCAP and the Village of Yellow Springs. Any changes hereto must be in writing and executed by both Primary Parties hereto prior to the changes becoming effective and apart of this Agreement. This Agreement will be construed under the laws of the state of Ohio without regard to the conflict of laws provisions thereof, and will enforceable only in the state and federal courts located in the state of Ohio.

ACKNOWLEDGED AND AGREED TO BY THE AUTHORIZED SIGNATORIES:

(Stop Location)

(Name)

(Title)

(Signature)

(Date)

Hocking Athens Perry Community Action

Kelly Hatas

(Name)

Executive Director

(Title)

(Signature)

(Date)