

MEMORANDUM OF UNDERSTANDING

**between
CITY OF PARMA
and
PARMA SCHOOL DISTRICT
for
MUTUAL AID**

I. PARTIES

The parties to this Memorandum of Understanding ("MOU") are the City of Parma, hereafter referenced as "City", responsible to the Mayor and Council of the City of Parma; and the Parma School District Superintendent, referenced as "PSD", responsible to the Parma School District Board of Trustees.

II. PURPOSE

The purpose of this MOU is to identify the scope of mutual aid services to be provided by each entity, as well as the financial and human resources that are required for the provision of services. This MOU identifies the roles and responsibilities of each party as they relate to providing general maintenance services that serve both the City and PSD for the best interests of both the City of Parma and the Parma School District. The City of Parma owns certain items of maintenance equipment, identified in Exhibit A, which are not at all times needed for operations by the City of Parma. Similarly, the Parma School District owns certain items of maintenance equipment, which are not at all times needed for operations by the Parma School District. To avoid duplicating purchases and unnecessary expenses for the taxpayers of both Parties, the Parties agree that equipment not currently needed by one Party may at times be shared with the other Party, and vice versa, on a cost-sharing basis.

III. LINES OF AUTHORITY

1. City and PSD are legislatively established as separate agencies with distinct appropriations.
2. City designates the Mayor or his/her designee in absence, as having the final authority on all policy or procedural matters pertaining to City personnel and equipment.
3. PSD designates the Superintendent or his/her designee in absence, as having the final authority on all policy or procedural matters pertaining to PSD personnel.

IV. CITY OF PARMA RESPONSIBILITIES

City shall undertake the following responsibilities under the MOU term:

1. Ensure adherence to applicable federal and state laws, regulations and program guidelines. However, City personnel shall not provide services outside their respective skill sets.
2. Subject to availability, allow PSD use of City equipment at times such equipment is not then needed by City.

3. Maintain records of the amount of time items of City equipment are used by or on behalf of PSD maintenance requirements.

V. PARMA SCHOOL DISTRICT RESPONSIBILITIES

PSD shall undertake the following responsibilities under the MOU term:

1. Ensure adherence to applicable federal and state laws, regulations and program guidelines. However, PSD personnel shall not provide services outside their respective skill sets.
2. Subject to availability, allow City use of PSD equipment at times such equipment is not then needed by PSD.
3. Maintain records of the amount of time items of PSD equipment are used by or on behalf of City of Parma maintenance activities.

VI. RECIPROCATED AGENCIES RESPONSIBILITIES

Both agencies shall jointly agree to undertake the following responsibilities during the duration of the MOU term:

1. Work cooperatively to resolve any conflicts that arise during the course of administering this MOU.
2. Maintain respective duties and responsibilities their respective governing bodies.
3. Regularly monitor and evaluate the costs of provision of services set forth by this MOU; and,
4. Modify and/or revise the scope of services as mutually agreed upon if required.
5. Meet annually with the Council and School District to review the agreement terms and consider any necessary amendments or modifications.

VII. FUNDING AND/OR PERSONNEL RESOURCES

Both agencies shall remain separate and are separately responsible for their respective agency's funding and human resources requirements.

VIII. INSURANCE AND LIABILITY ISSUES

1. Primary Insurance - The Primary Insurance for any piece of equipment subject to this Agreement shall follow the equipment.
2. Permissive User – So long as the equipment identified in this Agreement is being used within the course and scope contemplated by this Agreement, the employee using this equipment shall be deemed a permissive user of said equipment, with the intention of providing insurance coverage for the use of said equipment.
3. Equipment Damage – The Party operating the equipment identified in this Agreement shall be responsible for property damage to such equipment associated with such use, but limited to out of pocket costs (i.e. any deductible incurred by the equipment owner).

4. Subrogation and Contribution – Both Parties to this Agreement agree to waive any subrogation or contribution claims against each other.

IX. TERMS OF AGREEMENT

This agreement may be renewed one year from the date signed, and annually thereafter. Both parties shall begin to review the MOU 90 days prior to the annual renewal date to discuss any modification or termination of the agreement by the parties.

X. COMPLIANCE/ TERMINATION

Either Party may terminate this agreement with 90 days' advance written notification to the other Party. The notification must include the following information:

- a. Cause(s) for dissolution
- b. Date(s) of termination

Exhibit A

The City of Parma

Description

- 1. Backhoe
- 2. Sweeper
- 3. Mower
- 4. Generator
- 5. Water Pump
- 6. Snow Plow

The Parma School District

Description

- 1. Paint Sprayer
- 2. Jetter
- 3. Mower
- 4. Snow Plow
- 5. Aerator
- 6. Tractor

ALL EQUIPMENT IS INCLUDED BUT NOT LIMITED TO.

October 1st 2025 – September 30th 2026

PARMA SCHOOL DISTRICT

BY: _____

DATE: _____

MICHA DORAMUS

ATTEST:

DATE: _____

RYAN SUMMERS

CITY OF PARMA

BY: _____

DATE: _____

ANGIE LEE

ATTEST:

BY: _____

DATE: _____

MELISSA KLINGE