

**CITY OF KIRTLAND**

**RESOLUTION NUMBER 21-R-37**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE KIRTLAND LOCAL SCHOOL DISTRICT FOR THE SHARED SERVICES OF THE CITY'S MECHANIC, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Kirtland currently employs an individual who is certified to work on buses; and

**WHEREAS**, the Kirtland Local School District is in need of a bus mechanic to assist with its obligation to provide transportation services to its students; and

**WHEREAS**, Section 9.482 of the Ohio Revised Code authorizes political subdivisions to contract with each other for services and specifically provides that "a political subdivision may enter into an agreement with another political subdivision . . . whereby the contracting political subdivision . . . agrees to exercise any power, perform any function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render"; and

**WHEREAS**, the parties agree that sharing the bus mechanic services of the City employee between them will eliminate duplication of effort, increase efficiency, and prudently utilize financial assets in the best interest of students, staff, and taxpayers; and

**WHEREAS**, an Agreement has been drafted to memorialize an understanding between the City of Kirtland and the Kirtland Local School District to formalize the shared delivery of bus mechanic services by the City employee with the School, a copy of which is attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Kirtland, County of Lake and State of Ohio, that:

**SECTION I:** The Mayor is hereby authorized to enter into an agreement between the City of Kirtland and the Kirtland Local School District to share the services of the City's mechanic for a cost to be determined pursuant to said agreement. A copy of said agreement is attached hereto as Exhibit A, or substantial compliance with the same, and is incorporated herein fully as if by reference. Further, the Mayor is authorized to execute any and all documentation in the furtherance of the intent of that agreement.

**SECTION II:** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION III:** This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that it is necessary to provide safety and needs of both the schools and City to provide necessary mechanic services; wherefor, this Resolution shall be in full force and effect immediately upon its passage by the affirmative vote of five (5) members of Council and approval by the Mayor, otherwise this Resolution shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

DATE PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Submitted to the Mayor for his  
Approval on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

ATTEST:

Approved by the Mayor on this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Clerk of Council  
Mechanic Agreement with Kirtland Schools

\_\_\_\_\_  
Mayor Kevin F. Potter

**AGREEMENT FOR SHARED BUS MECHANIC SERVICES BETWEEN  
THE BOARD OF EDUCATION OF THE KIRTLAND LOCAL SCHOOL DISTRICT  
AND  
THE CITY OF KIRTLAND**

This Agreement for Shared Bus Mechanic Services ("Agreement") is entered into this \_\_\_ day of June, 2021 by and between the Board of Education of the Kirtland Local School District ("Board"), at 9252 Chillicothe Road, Kirtland, Ohio, 44094, and the City of Kirtland ("City"), at 9301 Chillicothe Road, Kirtland, Ohio, 44094 (collectively referred to herein as the "Parties").

**WHEREAS**, the Board is required by law to provide transportation services to its students;

**WHEREAS**, the Board is in need of a bus mechanic to assist with its obligation to provide transportation services to its students;

**WHEREAS**, the City currently employs an individual who is certified to work on buses ("City Employee");

**WHEREAS**, Section 9.482 of the Ohio Revised Code authorizes political subdivisions to contract with each other for services and specifically provides that "a political subdivision may enter into an agreement with another political subdivision . . . whereby the contracting political subdivision . . . agrees to exercise any power, perform any function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render";

**WHEREAS**, the Parties agree that sharing the bus mechanic services of the City Employee between them will eliminate duplication of effort, increase efficiency, and prudently utilize financial assets in the best interest of students, staff, and taxpayers; and

**WHEREAS**, the Parties desire to formalize the shared delivery of bus mechanic services by the City Employee pursuant to this Agreement.

**NOW THEREFORE**, based on the foregoing premise and in consideration of the mutual promises and covenants of the Parties as set forth below, the Board and the City agree to the following.

1. The City authorizes the City Employee to provide bus mechanic services to the Board on an as-needed basis during the term of this Agreement.
2. The Parties agree that the Board will pay the City fifty dollars and 00/100 (\$50.00) per hour for work performed by the City Employee for the Board on an as-needed basis during the term of this Agreement. Payments from the Board under this Agreement shall be made payable directly to the "City of Kirtland" and delivered to the City of Kirtland, located at 9301 Chillicothe Road, Kirtland, Ohio, 44094. The Parties further agree that

the City Employee shall not receive or otherwise be entitled to any compensation or fringe benefits of any kind from the Board in connection with this Agreement. In addition, the Parties agree that the Board (or its designee) shall order and pay for the equipment and parts that are needed by the City Employee to perform the services under this Agreement.

3. The Parties agree that the bus mechanic services provided to the Board by the City Employee under this Agreement shall commence on June \_\_, 2021 and shall end on June 30, 2021. This Agreement shall automatically terminate on June 30, 2021, unless the Parties agree in writing prior to its expiration to extend the Agreement upon mutually agreeable terms.
4. At any time and without cause, the Parties may terminate this Agreement by providing no less than thirty (30) calendar days' written notice to the other party. The Parties agree to cooperate with each other during the thirty (30)-day period prior to termination. Upon termination, the Parties will be returned to the status that existed prior to the commencement of this Agreement, and the City Employee will have no further obligation to provide bus mechanic services to the Board.
5. The Parties agree that, while performing bus mechanic services for the Board, the City Employee will be accountable to the Superintendent of the Kirtland Local School District ("District") and will be directly accountable to the District's Transportation Supervisor. The Parties further agree that, while performing bus mechanic services for the Board, the City Employee will comply with all applicable policies, rules, laws, and regulations of the State of Ohio, the Ohio Department of Education, and the Board.
6. The Parties agree that supplies and materials of the Board provided to the City Employee as part of and pursuant to this Agreement are and shall remain the property of Board.
7. The Parties agree that, when the City Employee performs services for the City, the City shall be responsible for defense costs and any and all liability arising out of the City Employee's services to the City to the extent required and permitted by applicable law. The Parties further agree that the Board and the City shall not be responsible for the acts or omissions of the other's officers or employees, nor shall the Board or the City incur any liability arising out of the services of the other's officers or employees.
8. The Parties agree that, under the authority of Section 9.482 of the Ohio Revised Code, they intend by this Agreement to establish only a shared services agreement with regard to the provision of bus mechanic services by the City Employee, and they do not intend to create a partnership, joint venture, or joint partnership of any kind. The Board expressly acknowledges and the Parties further agree and understand that the City Employee is not an employee of the Board, and the City Employee is and will remain an employee of the City during and after the term of this Agreement.
9. This Agreement is only for the benefit of the Parties as political subdivisions and shall not be construed as or deemed to operate as an agreement for the benefit of any third

party or parties, and no third party or parties shall have a right of action or obtain any right to benefits or a position of any kind for any reason whatsoever.

10. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered, three (3) days after mailed by First-Class Registered or Certified Mail, postage prepaid, or one (1) business day after delivery via overnight carrier, e.g. FedEx, or by hand-delivery addressed to:

City of Kirtland:

City of Kirtland  
9301 Chillicothe Road  
Kirtland, Ohio, 44094

Attention: Mayor of the City of Kirtland

Kirtland Local School District Board of Education:

Kirtland Board of Education  
9252 Chillicothe Rd.  
Kirtland, OH 44094

Attention: Superintendent of the Kirtland Local School District

11. No failure on the part of the Parties to exercise any right or remedy hereunder shall operate as a waiver of any right or remedy that any party may have hereunder, nor does waiver of a breach of default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
12. In the event any dispute arises between the Board and the City, the Parties agree to try and resolve it first using the services of a mutually-agreed upon mediator. Otherwise, this Agreement shall be governed by and construed under the laws of the State of Ohio, and venue for any action regarding this Agreement shall be the Court of Common Pleas located in Lake County, Ohio.
13. If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws, rules and regulations of the State or of the United States, such term or condition or application shall be deemed to be invalid, but all other terms and conditions and applications shall continue in full force and effect.
14. No modification, waiver, mutual termination or amendment of this Agreement is effective unless made in writing and signed by representatives for the Parties.
15. This Agreement constitutes the complete and exclusive Agreement between the Parties. No terms, conditions, understandings or agreements purporting to modify or vary this

Agreement, unless hereafter made in writing and signed by each party to be bound, shall be binding on any other party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as follows:

**Kirtland Local School District  
Board of Education**

**City of Kirtland**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_