

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LORAIN, OHIO
AND
THE CITY OF SHEFFIELD LAKE, OHIO**

This Memorandum by and between the City of Lorain (hereinafter: "Lorain"), Ohio municipal corporation, located at 200 W. Erie Ave., Lorain, Ohio 44052, and the City of Sheffield Lake (hereinafter: "Sheffield Lake"), an Ohio municipal corporation, located at 609 Harris Road, Sheffield Lake, Ohio 44054. Sheffield Lake and Lorain shall be collectively referred to as the "Parties."

WHEREAS, Sheffield Lake has a need to engage in Lorain's Federal Motor Carrier Safety Administration ("FMCSA") approved Commercial Driver's License ("CDL") training program; and

WHEREAS, Lorain has the ability to open its FMCSA approved CDL training program to Sheffield Lake's employees; and

NOW, THEREFORE, Sheffield Lake and Lorain, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration and intending to be legally bound hereby, agree as follows:

ARTICLE 1 – WORK - SCOPE OF SERVICES

For consideration of the amount of \$2,500.00 per trained employee Lorain will provide CDL training to Sheffield Lake employees as chosen by Sheffield Lake. The department from which the employee is employed shall be responsible for payment.

ARTICLE 2 – METHOD OF PAYMENT FOR SERVICES

Lorain shall provide an invoice to Sheffield Lake, which details the services that have been provided and the amount due. Sheffield Lake shall pay the invoiced amount to Lorain within thirty (30) days of receipt of the invoice.

ARTICLE 3 – ASSIGNMENT

The Parties shall not assign or transfer its interest or any part thereof in this Memorandum without the written consent of the Parties. No assignment shall release or discharge the Parties from any duty or responsibility under the Memorandum.

ARTICLE 4 – SUCCESSORS

The Parties each bind themselves, their partners, successors and legal representatives in respect to all conveniences, agreements and obligations contained in this Memorandum. .

ARTICLE 5 - TERMINATION

This Memorandum may be terminated by either Sheffield Lake or Lorain by serving written notice to the non-terminating party. If this Memorandum is so terminated by the Sheffield Lake, Sheffield Lake shall pay Lorain for the services rendered prior to the receipt of the notice of termination.

ARTICLE 6 – CERTIFICATION OF NON-SHARING

By execution of the Memorandum, both Parties certify that there are no agreements concerning the profits which may result from the herein agreement whereby any member of council, elected or appointed City official, department head, elected or appointed official or employee or other public agency is directly or indirectly interested therein.

ARTICLE 7 – INSURANCE

At all times Lorain shall maintain insurance in no less than the minimum amounts required by law on Lorain's vehicles used during training under this Memorandum and for all drivers participating in training under this Memorandum.

ARTICLE 8 – FORCE MAJEURE

Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, governmental demands or requirements, or any other cause beyond the parties' reasonable control.

ARTICLE 9 – GOVERNING LAW

This Memorandum shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that any actions regarding this Agreement or the work performed hereunder shall be brought in the Court of Common Pleas of Lorain County, Ohio. Each party consents to the exclusive jurisdiction of the Court of Common Pleas of Lorain County, Ohio.

ARTICLE 10 – MODIFICATIONS

No changes in, modifications, extensions, supplements to or discharges of this Memorandum shall be valid or enforceable unless in writing and duly executed on behalf of the Parties by its authorized signatory.

ARTICLE 11 – SEVERABILITY

If any term or provision of this Memorandum shall become or be declared by a Court of law to be invalid or unenforceable, the remainder of this Memorandum and the application of the remainder of this Memorandum shall not be affected thereby, and each term and provision of this Memorandum shall be valid and shall be enforceable to the fullest extent permitted by law.

ARTICLE 12 – WAIVER

No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

ARTICLE 13 – ANNUAL APPROPRIATIONS

All of Sheffield Lake's obligations under this Memorandum shall be contingent upon the Sheffield Lake City Council approving and appropriating the funds necessary on an annual basis for the continuation of this Agreement in any contract year.

ARTICLE 14 – PUBLIC RECORDS LAW

Notwithstanding any provision of this Memorandum to the contrary, the Parties acknowledge that the Parties are subject to the Ohio Public Records Act (Ohio Revised Code 149.43).

ARTICLE 15 – HEADINGS

The section headings appearing in this Memorandum are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

ARTICLE 16 – COUNTERPARTS

This Memorandum may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

ARTICLE 17 – REVIEW BY COUNSEL

Each party and its legal counsel have reviewed and approved this Memorandum and any ambiguities will not be resolved against the drafting party.

ARTICLE 18 – SUPERSEDES PREVIOUS AGREEMENTS

This Memorandum supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

ARTICLE 19 – ENTIRE AGREEMENT

This Memorandum hereto contains the entire agreement between Sheffield Lake and the Lorain City and Servicers agree that no representations or warranties shall be binding upon either party unless expressed in writing.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the
Servicers and by the City.

THE CITY OF LORAIN, OHIO
OHIO



Signature

REY CARRION

Print Name

2/3/2025

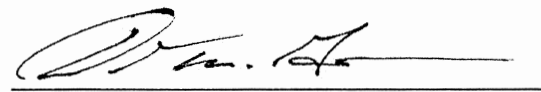
Date

THE CITY OF SHEFFIELD LAKE,

 1-30-25

Patrick Hastings – Service Director Date

APPROVED AS TO FORM:



David M. Graves, Law Director

1-30-25

Date

APPROVED AS TO FORM:



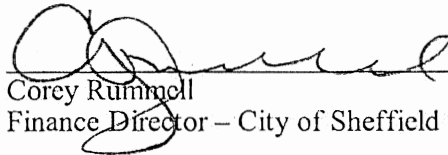
Patrick D. Riley, Law Director

2/3/2025

Date

FINANCE DIRECTOR'S CERTIFICATION OF FUNDS

I hereby certify that there is in the Treasury of the City of Sheffield Lake, State of Ohio, to the credit of the general fund, and not appropriated for any other purpose and/or in the process of collection, the funds necessary to meet the obligations of this Memorandum of Understanding.


Corey Rummell
Finance Director – City of Sheffield Lake