

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2025- **31**

Introduced By: Mayor Castelli

**A RESOLUTION
AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO
AN AGREEMENT WITH THE BEREA CITY SCHOOL DISTRICT FOR THE USE
OF BCSD OWNED EQUIPMENT TO PERFORM TRAINING EXERCISES**

WHEREAS, the Safety forces for the Cities of Berea, Brook Park, and Middleburg Heights as well as the Southwest Enforcement Bureau and Southwest Emergency Response Teams desire to use two Berea City School District (BCSD)-owned school buses to perform training exercises at the Middleburg Heights Fire Training Facility; and

WHEREAS, BCSD will deliver the equipment to the premises at a mutually agreed upon date, following completion of training and termination of the School Bus Usage License Agreement, BCSD will remove the buses from the premises.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor, or his designee, is hereby authorized to enter into the School Bus Usage License Agreement, a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 5/27/25

David Bartolotta
President of Council

Attest: M. Meola
Clerk of Council

Approved On: 5-28-25

Matthew Casella
Mayor

Presented to Mayor: 5/28/25

	Yea	Nay
Bortolotto	<u>X</u>	_____
Ali	<u>X</u>	_____
Sage	<u>X</u>	_____
Meany	<u>X</u>	_____
McGregor	<u>ABSENT</u>	_____
Ference	<u>X</u>	_____
Zakel	<u>X</u>	_____

I, Mary Ann Meola, Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Res. 2025-31 adopted by the Council of the City of Middleburg Hts., on 5/27/25 was posted for a period of fifteen days, beginning 5/29/25 and remained so posted for fifteen days at the two posting places as designated by Charter.

Mary Ann Meola
Clerk

CERTIFICATE

I, Mary Ann Meola, Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Res. 2025-31 passed on the 27th day of May, 2025 by said Council.

Mary Ann Meola
Clerk of Council

School Bus Usage License Agreement

- A. The Safety forces for the Cities of Berea, Brook Park and Middleburg Heights as well as the Southwest Enforcement Bureau and Southwest Emergency Response Teams desire to use two BCSD-owned school buses, Bus #7 VIN # 4DRBUAANX9A691408 , Plate # 01196, Year: 2009 and Bus #22 VIN # 4DRBUAAN0AB249932, Plate # 03868, Year: 2010 to perform training exercises at the Middleburg Heights Fire Training Facility located at 18825 Sheldon Rd. Middleburg Heights, Ohio 44130
- B. BCSD will license the Equipment to the Cities and other safety force entities upon the terms of and for purposes described in this license.

Now therefore, the parties in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, do agree as follows:

Section 1. The City's (Middleburg Heights, Berea and Brook Park)Police and Fire departments as well as the Southwest Enforcement Bureau and Southwest Emergency Response Team may use the equipment to perform training exercises. BCSD will transport the equipment to and from the premises. The parties will accept the equipment in "as is" condition and are solely responsible for determining whether the equipment is for its intended use.

Section 2. BCSD will deliver the equipment to the premises at a mutually agreed upon date and time with the City of Middleburg Heights. Following the completion of training and termination of this license, or other date as agreed upon by the parties, BCSD will remove the buses from the premises. The equipment must be left in a towable condition following all training.

Section 3. BCSD acknowledges that the training performed with the equipment (Buses) will reduce the value of the equipment (Buses) and releases all parties from any damages in connection therewith.

Section 4. All Participating entities hereby release BCSD from all claims and lawsuits of any kind arising from the training. Nothing herein, however, shall be construed as a waiver of any immunity or other defense available to the Parties, not to make the participating entities liable for the negligence of BCSD.

Section 5. The term of this license will be from June 15, 2025-September 1, 2025. This license may be canceled by either party upon 5 business days written notice to the other parties. Upon early cancellation of this license BCSD will remove the equipment promptly from the premises.

License 6. Licensee shall not assign or transfer this License.

In WITNESS WHEREOF, the parties have here to affixed their signatures as of the day and year first written above.

Signature:

Date:

Santo Incorvaia
City of Middleburg Heights

Barb Jones
City of Berea

Eric C Fike

Eric Fike
City of Brook Park

Robert Chegan

Bob Chegan
Southwest Emergency Response Team

Michael Salloum
Southwest Enforcement Bureau

Cori Farris
Berea Board of Education

2025-05-15

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