

MEMORANDUM OF UNDERSTANDING

Between Lehigh Area School District and Panther Valley School District

Equipment Sharing Agreement

Effective Date: _____

This Memorandum of Understanding ("MOU") is entered into by and between the **Lehigh Area School District** ("Lehigh") and the **Panther Valley School District** ("Panther Valley"), collectively referred to as the "Districts."

I. Purpose

The purpose of this Memorandum of Understanding is to establish the terms and conditions under which the Districts may share equipment to improve operational efficiency, reduce costs, and support educational and facility operations while maintaining accountability for District-owned assets.

II. Scope

This MOU applies to equipment owned by either District that may be loaned or shared upon mutual agreement. Examples include, but are not limited to:

- Grounds maintenance equipment
- Custodial equipment
- Snow removal equipment
- Construction and maintenance tools
- Athletic field maintenance equipment
- Portable generators
- Lifts, trailers, and other support equipment

This MOU does not obligate either District to lend equipment and does not guarantee equipment availability.

III. Equipment Requests

1. Requests for equipment shall be made by the Superintendent, Business Administrator, Director of Buildings and Grounds, or other authorized representative.
2. Requests should be made with reasonable advance notice whenever practical.
3. The lending District reserves the right to approve or deny any request based on operational needs.

IV. Equipment Use

The borrowing District agrees to:

- Use equipment only for its intended purpose.
- Ensure that only trained and authorized personnel operate the equipment.
- Follow all manufacturer operating and safety instructions.
- Comply with all applicable federal, state, and local laws and regulations.
- Not modify the equipment without written permission.

V. Transportation

Unless otherwise agreed in writing:

- The borrowing District shall be responsible for transporting equipment to and from the lending District.
- Transportation shall be conducted by qualified personnel using appropriate vehicles and equipment.

VI. Maintenance and Repairs

Routine operational maintenance, including fueling and cleaning during the loan period, shall be the responsibility of the borrowing District.

The borrowing District shall promptly notify the lending District of any mechanical problems, damage, or equipment malfunction.

If damage results from negligence, misuse, unauthorized operation, or failure to follow manufacturer recommendations, the borrowing District shall be responsible for reasonable repair or replacement costs.

Normal wear and tear shall remain the responsibility of the lending District.

VII. Insurance and Liability

Each District shall maintain insurance coverage as required by law.

To the extent permitted by Pennsylvania law, each District shall be responsible for the acts and omissions of its own officers, employees, and agents.

Nothing in this MOU shall be construed as a waiver of governmental or sovereign immunity or any other defenses available under applicable law.

VIII. Loss or Damage

The borrowing District shall immediately report any accident, theft, vandalism, or damage involving borrowed equipment.

The Districts shall cooperate in determining responsibility and resolving repair or replacement costs.

IX. No Fee

Unless otherwise agreed in writing, equipment shall be shared without charge.

If extraordinary costs are incurred, the Districts may mutually agree upon reimbursement prior to the equipment loan.

X. Records

The lending District shall maintain records of equipment loans including:

- Description of equipment
- Asset identification number (if applicable)
- Date borrowed
- Date returned
- Condition upon return
- Authorized representatives

XI. Term

This MOU shall become effective upon execution by both Districts and shall remain in effect for five (5) years unless terminated earlier.

XII. Termination

Either District may terminate this MOU by providing thirty (30) days written notice to the other District.

Termination shall not affect obligations arising from equipment currently on loan.

XIII. Amendments

This MOU may be amended only through a written agreement signed by authorized representatives of both Districts.

XIV. No Partnership

Nothing contained in this MOU shall be construed as creating a partnership, joint venture, or agency relationship between the Districts.

XV. Entire Agreement

This MOU constitutes the entire understanding between the Districts regarding equipment sharing and supersedes any prior oral or written understandings on this subject.

Signatures

Lehighton Area School District

By: _____

Name: _____

Title: _____

Date: _____

Panther Valley School District

By: _____

Name: _____

Title: _____

Date: _____