



## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made on the 9th day of June, 2025, by and between the City of Marion, hereinafter referred to as the “City,” and Linn-Mar Community School District hereinafter referred to as the “Linn-Mar,” together they shall be collectively referred to as “the Parties” and individually as “Party.”

WHEREAS, the Parties use the same equipment in the normal course of business; and

WHEREAS, sharing certain equipment provides a financial benefit to both Parties, without imposing a substantial burden; and

WHEREAS, the Parties wish to formalize an equipment sharing arrangement.

NOW THEREFORE, the City and the Linn-Mar agree as follows:

1. The Parties agree that only qualified and trained employees shall use equipment belonging to the other Party.
2. The Parties agree that each Party shall have priority use of its own equipment and vehicles and shall have the right to refuse use of either to the other party at any time.
3. The Parties agree that each shall maintain insurance coverage as follows:

GENERAL LIABILITY:

Each Occurrence \$1,000,000

Personal and Advertising

Injury \$1,000,000

General Aggregate

\$2,000,000

Contractual Liability

Coverage for operations by independent service providers

AUTOMOBILE LIABILITY:

Combined

Single Limit

\$1,000,000

Hired, Owned,  
and Non-Owned

Liability

Contractual  
Liability

UMBRELLA/EXCESS LIABILITY

Limit: \$1,000,000

WORKERS COMPENSATION:

State Statutory Limits:

\$500,000/\$500,000/\$500,000

Waiver of Subrogation in favor  
of the City of Marion

4. Linn-Mar agrees to indemnify and hold harmless the City and its officers, agents and employees from all loss, liability, claims, or expense (including reasonable attorneys' fees) arising out of negligent or intentional act or error or omission of Linn-Mar, its agents, servants, or employees in the performance of services under this agreement, whether direct or indirect, except that Linn-Mar shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the City or any of its officers, agents or employees.
  
5. The City agrees to indemnify and hold harmless the Linn-Mar and its officers, agents and employees from all loss, liability, claims, or expense (including reasonable attorneys' fees) arising out of negligent or intentional act or error or omission of the the City, its agents, servants, or employees in the performance of services under this agreement, whether direct or indirect, except that the City shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of Linn-Mar or any of its officers, agents or employees.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the day and year first written above.

CITY OF MARION, IOWA

LINN-MAR COMMUNITY SCHOOL DISTRICT

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Katie Lowe Lancaster, Board President

ATTEST:

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Rachel Bolender, City Clerk