

**MEMORANDUM OF UNDERSTANDING**

**The Cuyahoga County Board of Health And Village of Newburgh Heights**

This agreement is made and entered into between the Village of Newburgh Heights, located at 3801 Harvard Avenue, Newburgh Heights, Ohio 44105 (**hereinafter Owner**) and the Cuyahoga County Board of Health, (**hereinafter Board**), located at 5550 Venture Drive, Parma, Ohio 44130 this 26 day of MAY, 2021.

Owner hereby authorizes the Board to use the building located at 3801 Harvard Avenue, Newburgh Heights, Ohio 44105, including the grounds, for vaccination clinics as part of the Board's response to the COVID 19 required to conduct disease prevention and control activities, and wishes to cooperate with the Board for such purposes.

The parties mutually desire to reach an understanding that will result in making the aforesaid available to the Board for the aforesaid use. Now, therefore, it is mutually agreed between the parties as follows:

1. The Owner agrees that it will allow the Board to utilize its location as a POD for COVID-19 vaccinations on the dates and times listed on the attached schedule.
2. The Board agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and agrees to replace or reimburse the Owner for any supplies, if any, including but not limited to office equipment, telephones, computers, copy machines, fax machines, and any other supplies that may be used by the Board in conducting a POD clinic, as set forth above.
3. The Board agrees to provide proper staffing at the POD clinic to ensure that the vaccinations are given per the schedule developed and that the facility is returned to its normal condition prior to the Board staff leaving the premises.
4. Prior to occupancy, representatives of both parties shall inspect the site and shall note, on a separate inspection form, any existing damage or defects. Prior to vacating, representatives from both parties shall again inspect the site and shall note, on a separate inspection form, any new damage. The Board agrees to exercise reasonable care in the conduct of its activities in such facilities and agrees to replace or reimburse the Owner for only those costs and expenses that are authorized by local, state and/or federal agencies.
5. Both parties understand and agree that all actions undertaken by the Board and Owner are protected under the Public Readiness and Emergency Preparedness Act (PREP Act) which provides immunity from liability (except for willful misconduct) for claims of loss caused, arising out of, relating to, or resulting from administration or use of countermeasures to diseases, threats and conditions that constitute a present, or credible risk of a future public health emergency to entities and individuals involved in the development, manufacture, testing, distribution, administration, and use of such countermeasures as issued by the Secretary of Health and Human Services in response to the COVID-19 pandemic on February 4, 2020.

**FOR THE BOARD:**



Terrence Allan  
Health Commissioner

Date: 6/17/21

**FOR THE OWNER:**



Date: 5/27/21

*Handwritten note:*  
y/peac  
6/17/2021

