

RESOLUTION NO. 2025-27
Introduced by Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO
A MEMORANDUM OF UNDERSTANDING
WITH CASE WESTERN RESERVE UNIVERSITY
TO RAISE AWARENESS OF SKIN CANCER AND MELANOMA
AND PROVIDE FREE SUNSCREEN FOR VISITORS AT
PARKVIEW POOL AND ADJACENT RECREATION AREAS**

WHEREAS, it is the expressed desire of Mayfield Village to enter into a Memorandum of Understanding with Case Western Reserve University, a non-profit corporation operating the Case Comprehensive Cancer Center, to raise awareness of skin cancer and melanoma and encourage personal preventive measures by providing free sunscreen to visitors of Parkview Pool and adjacent recreation areas in the Village; and

WHEREAS, the Memorandum of Understanding describes the terms of the agreement and facilitates the provision of free sunscreen to members of the public visiting Parkview Pool in freestanding kiosks that will be monitored and maintained by Village staff; and

WHEREAS, the Council deems it necessary and in the best interest to the health safety and welfare of all Mayfield Village residents to enter into a Memorandum of Understanding with Case Western Reserve University.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to enter into the Memorandum of Understanding with Case Western Reserve University and authorizes the Mayor and President of Council to execute the Memorandum of Understanding, a copy of which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for preventive measures and education regarding skin cancer

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and melanoma during the upcoming summer season. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



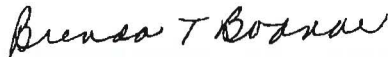
STEPHEN SCHUTT
Council President

First Reading: June 2, 2025, 2025

Second Reading: Suspended, 2025

Third Reading: Suspended, 2025

PASSED: June 2, 2025, 2025

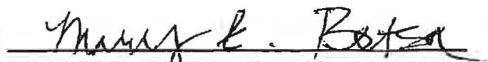


BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA,
Director of Law

ATTEST: 
MARY E. BETSA, MMC
Clerk of Council



**CASE WESTERN RESERVE
UNIVERSITY
Case Comprehensive
Cancer Center**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into and made effective on the last date signed below ("Effective Date") by and between CASE WESTERN RESERVE UNIVERSITY, a non-profit corporation operating the Case Comprehensive Cancer Center ("Case CCC"), having its principal office 10900 Euclid Ave., Cleveland, OH 44106 ("University"), and Mayfield Village, a political subdivision of the State of Ohio having its principal office at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143 (the "Municipality").

RECITALS

WHEREAS, Case CCC is a consortium of institutions, Case Western Reserve University, University Hospitals, and Cleveland Clinic, designated by the National Cancer Institute, focused on clinical research and trials, training, education, and outreach with the goal of advancing cancer research, detection, treatment, and prevention; and

WHEREAS, the Municipality owns and operates a recreation facility including a water feature; and

WHEREAS, the University through Case CCC desires to work with the Municipality to raise awareness of skin cancer and melanoma and encourage personal preventive measures by providing free sunscreen for visitors' use at one of the municipality's recreation centers of choice (facility name and address to be provided by the Signor at the end of this document).

WHEREAS, the relationship established by this Agreement will support Case CCC's work in cancer prevention and provide the Municipality the opportunity to partner with cancer experts to offer education that can help residents and visitors establish healthy skin routines;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Municipality and the University through Case CCC agree as follows:

1. The above recitals are incorporated herein and considered part of this Agreement.
2. The Municipality hereby grants permission to Case CCC and/or its affiliates to deliver a freestanding kiosk and initial supply of sunscreen to the Municipality on or before June 6, 2025, plus refills upon notification by the Municipality. The Municipality agrees to assemble, install, and fill the kiosk on or around June 6, 2025 at the covered predetermined location identified on Exhibit A (the "Kiosk Area"). The location of the kiosk may be altered by the Municipality at its sole discretion, but Exhibit A should be updated accordingly.
3. There are no fees due from Case CCC or the University to the Municipality under this Agreement. No fees are due to Case CCC or the University from the Municipality. Case CCC will provide the kiosk, initial lotion and lotion refills. The Municipality shall supply the labor necessary to monitor and refill the kiosk, and communicate with Case CCC. This includes

assigning a manager or project coordinator at the recreation center to whom Case CCC can contact.

4. The Municipality will contact Case CCC when the lotion is running low and, within a reasonable time, Case CCC shall provide additional refills in the number reasonably requested by the Municipality.
5. The Municipality and Case CCC shall each designate a contact person ("Designated Individual"). For the University, the Designated Individual shall be:

Laura Hammel, Senior Marketing Communications Manager
Case Comprehensive Cancer
Center Email: lrh84@case.edu
Phone: 216.224.5383.

For the Municipality, the Designated Individual shall be:

Shane McAvinew, Director of Parks & Recreation
Mayfield Village
Email: smcavinew@mayfieldvillage.com Phone:
440-471-1041.

6. The Municipality grants Case CC and University permission to collect anonymous and voluntarily data about sunscreen usage. Case CCC and University shall be responsible for all compliance obligations related to the collection and use of this data.
7. Compliance with the Law. The Municipality's placement of the kiosk and both Parties' use of the Licensed Material shall conform to all applicable laws, ordinances, rules, and regulations.
8. Indemnification. Pursuant to Ohio's anti-indemnity statute (Ohio Rev. Code § 2305.31), neither party shall be required to indemnify, hold harmless, or defend the other party against liability for damages arising from the negligence or wrongful acts of the other party. Each party shall be responsible for its own acts and omissions in accordance with applicable law.
9. Product Liability. The following language shall bind each party and appears on Case CCC's website accessible by scanning a QR code displayed on the kiosk: *Case CCC and Partnering Municipalities shall not be held liable for any allergic reactions, skin irritations, or other adverse effects that individuals may experience from the use of the sunscreen. Users are advised to read ingredient labels and test the product on a small area of skin before full application.*
10. Term and Termination.
 - a. The initial term of the Agreement (the "Initial Term") shall commence on the Effective Date and terminate on Labor Day 2025 or when the recreation center outdoor activities end for the season, whichever is later, unless sooner terminated as hereinafter provided. Notwithstanding the foregoing, either Party may terminate this Agreement without cause and at

its sole discretion upon thirty (30) days' notice by giving written notice of termination to the other Party.

b. This Agreement may be terminated by either Party upon a material breach by the other Party of its obligations hereunder, which material breach remains uncured for fifteen (15) days after written notice from the non-breaching party to the breaching party specifying the breach.

c. Any termination of this Agreement shall not relieve either Party of any claim or obligation which shall have accrued under this Agreement, but the Party shall remain liable therefor as fully and completely as if said Agreement had not been terminated.

11. Publicity. The Parties may work together or individually to promote the kiosks' availability on the Municipality's property. The Designated Individuals defined above can collaborate on media release information. References to Case CCC in all media releases are Case Comprehensive Cancer Center on first reference, followed by Case CCC on subsequent references. Case CCC will provide educational material in the form of social media posts, short articles, or other forms of media for community communication for the Municipality to change or use at its discretion. Any information released about the program by either party must contain the following sentence: *Case Comprehensive Cancer Center (Case CCC), a National Cancer Institute-designated comprehensive consortium cancer center, facilitates public and professional cancer education, training, and research funding for Case Western Reserve University, University Hospitals, and Cleveland Clinic.*
12. Grant of License to University. During the Term, and on the terms and subject to the conditions set forth herein, the Municipality hereby grants to Case CCC and University a limited, revocable, non-exclusive, non-transferable right and license to use the Municipality's name and logo on media releases, website, and in social media.
13. Miscellaneous. This Agreement is the entire agreement between the Parties with respect to the subject matter referenced herein and supersedes any previous understandings or agreements, whether written or oral, with respect to such subject matter. This Agreement may be executed in multiple counterparts, all of which will be originals and which together will constitute a single agreement. By entering into this Agreement, each Party agrees on behalf of itself, its officers, employees, subcontractors, sub-grantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Both Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions. None of the terms or conditions of this Agreement may be irrevocably waived by either Party except in a specific writing signed by the Party to be bound. No waiver by either Party of any provision or condition of this Agreement shall be construed or deemed to be a waiver of any other provision or condition herein, or as a waiver of any subsequent breach of the same provision or condition unless expressly so stated in the written waiver. The provisions of this Agreement are solely for the benefit of the Municipality, Case CCC, sunscreen affiliate, and the University and no third parties shall have any rights or benefits pursuant to this Agreement. Any provisions of this Agreement which are determined to violate any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon

the Parties. The terms of this Agreement may not be modified orally or in any other manner, except by a written agreement signed by both Parties, or by an exchange of correspondence that includes the express written consent of an authorized individual for each Party. All notice required to be given to either party shall be at the address on page 1 of this Agreement. This Agreement shall be governed by the laws of the State of Ohio, without regard to conflict of law principles. Any and all disputes concerning the enforcement, breach or performance of this Agreement shall be resolved by a court of competent jurisdiction within the State of Ohio. Each party hereby consents to exclusive venue and jurisdiction of any state or federal court in Cuyahoga County, Ohio.

IN WITNESS WHEREOF, each Party has executed this Agreement in a manner appropriate to each, and the person signing on behalf of each Party warrants and represents that he or she has full authority to act on its behalf.

MAYFIELD VILLAGE, OHIO

Brenda T Bodnar

Brenda T. Bodnar, Mayor

[Signature]

Steven Schutt, Council President

Stephen

Date: 6.2.25

Approved as to form:

Diane A. Calta

Diane A. Calta, Law Director

Date: 6.2.25

CASE WESTERN RESERVE UNIVERSITY

Signed by:

Brian Burnett

By: Brian Burnett

Name: Brian Burnett

Title: Executive VP & CFO

Date: 7/7/2025

DocuSigned by:

Peter Poulos

By: Peter Poulos

Name: Peter Poulos

Title: SVP, General Counsel

Date: 7/7/2025

EXHIBIT A

Kiosk Area

Kiosks shall be located at the following covered locations:

Parkview Pool and Adjacent Recreation Areas 425
North Commons Blvd.
Mayfield Village, OH 44143