

**MEMORANDUM OF UNDERSTANDING**  
**FOR**  
**SAFE HAVEN BABY BOX**

This Memorandum of Understanding (hereinafter, “MOU”) is entered into and is effective this \_\_\_ day of March 2024, by and between the **CITY OF HUDSON, OHIO**, a charter municipal corporation in Ohio (hereinafter “Hudson”), and **CHILDREN’S HOSPITAL MEDICAL CENTER OF AKRON dba AKRON CHILDREN’S HOSPITAL** (hereinafter, “ACH”) (collectively, the “Parties”).

WHEREAS, Ohio’s Safe Haven Law legally permits birth parents in crisis to safely, securely, and anonymously surrender their infant up to thirty days old if the parents are unable to care for their newborn; and

WHEREAS, if an infant is left in a “baby box,” and, so long as the child has not been abused, the parents will face no legal consequences for making this life-saving choice; and

WHEREAS, a “baby box” is a ventilated, climate-controlled space in an outside wall of a facility that has 24-hour staffing from medical responders; and

WHEREAS, once a baby is placed in the box and the outside door closes, a bell sounds inside the facility, and the infant is quickly and safely recovered by responding medical and/or safety personnel; and

WHEREAS, the anonymity of a “baby box” makes such a difficult but beautiful decision easier on birth parents, affording peace and protecting them while saving their child’s life; and

WHEREAS, desiring to provide a compassionate and gentle way for a baby in a tenuous situation to safely find a stable home, ACH intends to acquire a Safe Haven Baby Box for placement outside its Emergency Room Department (hereinafter, “Project”); and

WHEREAS, the City of Hudson desires to support and therefore financially contribute to the acquisition of the Safe Haven Baby Box.

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

1. Hudson agrees to contribute Ten Thousand and 00/00 Dollars (\$10,000) to ACH’s purchase of one Safe Haven Baby Box, which shall be placed in an outside wall near the entrance to the Emergency Room Department of ACH (hereinafter, “Hudson’s Contribution”).
2. ACH agrees to purchase a Safe Haven Baby Box within 120 days of the effective date of this MOU. Hudson’s Contribution shall only be used to contribute to the acquisition of the Safe Haven Baby Box. Further, ACH shall itself pay or raise any amount above Hudson’s Contribution necessary in order to timely acquire, install, place into service, and maintain the Safe Haven Baby Box.

3. ACH shall return Hudson's Contribution in full if ACH does not: (a) acquire the Safe Haven Baby Box within 120 days of the effective date of this MOU; or, (b) install and place the Safe Haven Baby Box into operation within one year of the effective date of this MOU.
4. Once acquired, ACH shall at all times be the owner and operator of the Safe Haven Baby Box. Hudson shall never be considered an owner, in whole or in part, or an operator of the Safe Haven Baby Box. ACH shall bear all responsibility for the acquisition, installation, operation, and ongoing maintenance of the Safe Haven Baby Box. ACH shall use its best efforts to install, operate, and maintain the Safe Haven Baby Box.
5. ACH shall place a permanent sign or other conspicuous marker identifying the City of Hudson as: (a) a proud partner of ACH; (b) a proud supporter of ACH; (c) proud contributor to ACH; or, (d) words to similar effect, all in connection with the Safe Haven Baby Box. This sign or marker shall be placed, secured and maintained in a location near the Safe Haven Baby Box outside the Emergency Room Department at ACH. Further, ACH shall timely consult with and include and mention by name Hudson in all its press outreach regarding the Project and/or the Safe Haven Baby Box, including any press conferences, meetings, events, ceremonies, educational and/or media campaigns, and/or any media contact regarding the Project and/or the Safe Haven Baby Box.
6. This Agreement shall expire upon the successful completion of the obligations contained herein and/or ACH's refund of Hudson's Contribution and/or by written instrument signed by all the Parties.
7. ACH agrees to and shall defend, indemnify and hold harmless Hudson and its officials, appointees, volunteers, officers, directors, employees, attorneys, advisors, representatives and/or agents from and against all loss, damage, expense, actions, attorney's fees, liabilities, and claims which: (a) arise out of the Project, the Safe Haven Baby Box, or this MOU and the performance of any obligations hereunder, including the negligence, strict liability or other fault of ACH, including, in whole or in part through its subcontractors, employees, agents and/or suppliers; or (b) arise out of or result from ACH's violation of applicable law, regulation, or other mandate by a competent authority in connection with the Project, the Safe Haven Baby Box, or this MOU.
8. ACH knowingly and freely assumes all risks associated with the Project and the use of the Safe Haven Baby Box. ACH, on behalf of itself and its officials, officers, board members, employees, members, agents, representatives, subcontractors, and for all their successors and assigns, hereby: waives all claims and otherwise releases, extinguishes and discharges Hudson from all liability that might be alleged to or otherwise does arise from the Project or this Agreement; and, covenants not to sue Hudson and its officials, appointees, volunteers, officers, directors, employees, advisors, representatives and/or agents for any reason in connection with the Project. The Parties further expressly agree that this waiver, assumption of risk, and release of liability is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

9. Hudson assumes no liability, risk or any other duty or obligation associated with the Safe Haven Baby Box.
10. If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.
11. This Agreement is personal. As such, neither Party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of such Party, or its permitted successive assignees or transferees, without the other Party's written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.
12. The waiver of any term, condition, or provision of this Agreement must be in writing and signed by an authorized representative of the waiving Party. Any such waiver will not be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.
13. This Agreement may be signed in ink or electronic signature (such as DocuSign) and in duplicate originals, or in separate counterparts, which are effective as if the Parties signed a single original. A facsimile or electronic copy of an original transmitted to the other Party is effective as if the original was sent to the other Party.
14. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall be considered a separate and an independent document, which shall supersede all other agreements, either oral or written, between the Parties. For purposes of construction, this Agreement will be deemed to have been drafted by both Parties.
15. This Agreement may be amended only by written instrument signed by all the Parties.
16. Each Party represents that the individual signing on its behalf, in other words the signers below, has completely read all the terms in this Agreement and that such terms are fully understood and voluntarily accepted and that the Party has been afforded sufficient time to be represented by legal counsel of that Party's choice.

IN WITNESS HEREOF, the duly authorized representatives of the Parties have affixed their signatures under hand on the date first set forth above.

**CITY OF HUDSON, OHIO**

By: \_\_\_\_\_  
Thomas J. Sheridan, City Manager

Approved as to form:

By: \_\_\_\_\_  
Marshal Pitchford, Acting City Solicitor

**CHILDREN'S HOSPITAL MEDICAL  
CENTER OF AKRON *dba* AKRON  
CHILDREN'S HOSPITAL**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title

**FINANCE DIRECTOR'S CERTIFICATE/CITY OF HUDSON**

I, Jeffrey Knoblauch, Director of Finance of the City of Hudson, in accordance with Section 5705.41, Ohio Revised Code, hereby certify that the amount required to meet the obligations of this contract in the fiscal year in which it is made has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.

\_\_\_\_\_  
Jeffrey Knoblauch  
Finance Director

Date: \_\_\_\_\_