

RESOLUTION NO. 2004 -18

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A LEASE WITH NETWORK PARKING COMPANY, LTD. FOR TWENTY-TWO (22) PARKING SPACES AT TOWER CITY FOR A PERIOD OF ONE YEAR WITH AN OPTION FOR SIX (6) MONTHS AT A PRICE OF FIFTY THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$50,688), (RTA GENERAL FUND, PROGRAMMING & PLANNING DEPARTMENT BUDGET)

WHEREAS, the Authority has been leasing since 2000 and is currently using twenty-two (22) parking spaces without a lease from Network Parking Company, Ltd. located at Cleveland, Ohio 44104, for the parking of vehicles operated by the Greater Cleveland Regional Transit Authority Transit Police; and

WHEREAS, the current contract expired December 31, 2002, and the General Manager/Secretary-Treasurer has extended the term by letter until December, 2003; and

WHEREAS, the Greater Cleveland Regional Transit Authority Transit Police require the continued use of these parking spaces for another year in close proximity to the Transit Police Headquarters; and

WHEREAS, Network Parking Company, Ltd. has offered to provide the space necessary to park support vehicles in the parking garage commonly known as Terminal Tower North at a price of Fifty Thousand Six Hundred Eighty-eight and 00/100 (\$50,688) for the one year with an option for six additional months; and

WHEREAS, the General Manager deems the offer of Network Parking Company, Ltd. to be in the Authority's best interest and recommends the same to the Board of Trustees.

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the negotiated offer of Network Parking Company, Ltd. for the lease of twenty-two (22) parking spaces at Tower City for a period of one-year beginning March 1, 2004 and ending March 1, 2005, with an option for six additional months be and the same is hereby accepted.

Section 2. That the General Manager be and he is hereby authorized to enter into a contract with Network Parking Company, Ltd. for the lease of twenty-two (22) parking spaces at Tower City for a period of one year with the authority to exercise an option for 6 additional months on a month by month basis.

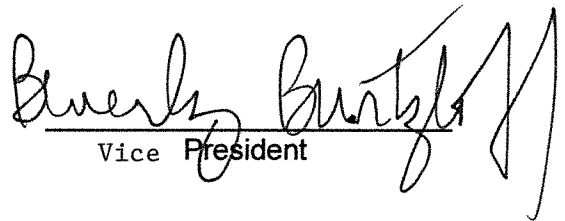
Section 3. That the rents and charges under said contract shall be payable from the General Fund, Programming & Planning Department Budget at a price of \$50,688.00 for the one year and \$25,344.00 for the six month option period contingent on need and funding availability for said option.

Section 4. That said contract shall be binding upon and an obligation of the Authority and contingent upon funding for future years; compliance by the contractor to Specifications and Addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees in Resolution 2003-107; bonding and insurance requirements and all applicable laws relating to the contractual obligation of the Authority.

Section 5. That this resolution shall become effective immediately upon its adoption.

Attachment: Lease Agreement

Adopted: February 17, 2004


Vice President

Attest: 
CEO, General Manager/Secretary-Treasurer

Greater Cleveland Regional Transit Authority
CONTRACT FOR PARKING OF AUTOMOBILES

THIS AGREEMENT, entered into as of this 1st day of March 2004, by and between the **Greater Cleveland Regional Transit Authority** (hereinafter called the "Authority") and **Network Parking Company, Ltd.** (hereinafter called "Network").

WITNESSETH THAT:

WHEREAS, the Authority desires to contract with Network to provide twenty-two (22) parking spaces at the parking garage commonly known as Terminal Tower North Area Parking, and

WHEREAS, Network desires to contract with the Authority to provide twenty-two (22) parking spaces at the parking garage commonly known as Terminal Tower North Area Parking.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Network agrees to provide for the use of the Authority, twenty-two (22) parking spaces at the parking garage located at the Terminal Tower North Area Parking, as more fully described in Attachment "A".
2. The term of this contract shall be from March 2004 through March 2005, and the parking spaces will be provided on a twenty-four (24) hour per day basis with in and out privileges. Either party may terminate this agreement upon receipt of thirty (30) days written notice to Network or to the Authority for any part of or all of the twenty-two (22) parking spaces. The term will be extendable from March 2005 through December 2005 on a month-to-month basis.

3. Network will provide the Authority one (1) parking garage access card for each parking space for a total of twenty-two access cards. Should an access card become lost, the Authority agrees to pay Network a replacement fee in the amount of Twenty-Five Dollars (\$25.00) per lost card.

4. The Authority's Transit Police will self-park its own transit police cars. Network, its owners and/or operators, assume no responsibility for loss or damage to Authority automobiles and their contents due to fire, theft, or otherwise, except for loss or damage occasioned by Network, its owners and/or operators own negligent acts.

5. The total amount to be paid on this contract shall not exceed Fifty Thousand Six Hundred Eighty-Eight and 00/100 Dollars (\$50,688.00). The Authority shall pay Network at a rate of One Hundred Ninety Two Dollars (\$192.00) per parking space per month. The parking fees shall be due on the first (1st) day of each month, and the Authority will pay the parking fees within thirty (30) days of the due date.

6. Any notice concerning this lease must be in writing and will be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below.

7. This lease constitutes the entire agreement between the parties and any prior understanding or representation of any kind before the date of this lease shall not be binding upon either party, except to the extent it is incorporated into this lease.

8. Any modification of this lease or additional obligation assumed by either party in connection with this lease will be binding only if evidenced in writing, signed by

each party.

IN WITNESS WHEREOF, the Authority and Network have executed this contract at Cleveland, Ohio as the date first written above.

**NETWORK PARKING COMPANY,
LTD.**
848 Terminal Tower
50 Public Square
Cleveland, Ohio 44113

**GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

By: _____
Joel Cole
President

Joseph A. Calabrese, CEO
General Manager/Secretary-Treas.

Date: _____, 2004

Date: _____, 2004

The legal form and correctness of the within instrument are hereby approved.

Sheryl King Benford, General
Counsel, Deputy General Manager
for Legal Affairs



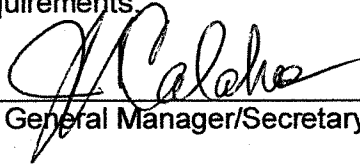
TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER/SECRETARY TREASURER TO ENTER INTO A LEASE WITH NETWORK PARKING COMPANY, LTD. FOR TWENTY-TWO (22) PARKING SPACES AT TOWER CITY FOR A PERIOD OF ONE YEAR WITH AN OPTION FOR SIX (6) ADDITIONAL MONTHS AT A PRICE OF FIFTY THOUSAND SIX HUNDRED EIGHTY-EIGHT (\$50,688.00), (RTA GENERAL FUND, PROGRAMMING & PLANNING DEPARTMENT BUDGET)	Resolution No.: 2004-18
	Date: February 12, 2004
	Initiator: Programming & Planning
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a lease for the exclusive use of twenty-two (22) parking spaces 24-hours a day with unlimited in and out privileges for the Transit Police Department vehicles.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has a need for twenty-two (22) parking spaces for Transit Police vehicles. These spaces must be in close proximity to the Transit Police Headquarters at Tower City to provide quick response time to incidents and reduce liability. They must be parked in a secured environment due to the nature of the vehicles and equipment provided. The Transit Police Headquarters building will not be ready until mid-2005.
- 3.0 **PROCUREMENT BACKGROUND:** The acquisition of real property through purchase, lease or eminent domain is exempt by Ohio Revised Code 306.43 and the Authority's Procurement Policies and Procedures. RTA has leased these spaces since April 2000 and requires them. The monthly bill rate will be \$192.00 per space for 24-hour unlimited, access designated solely for Transit Police Vehicles. The desire to enter into a lease is to satisfy State regulations in the expenditure of funds in excess of \$25,000.00.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This lease of property will be funded through the General Fund, Programming & Planning Department budget at a price of \$50,688.00 for the year and \$25,344 for the six-month option period contingent on need and funding availability for said option. It is the same rate RTA has been paying since 2000, when it entered into its first lease. The spaces are only needed until Transit Police move their offices next year.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of the offer would risk not having parking spaces available for the Transit Police to meet the needs of the Authority in a timely fashion.
- 8.0 **RECOMMENDATION:** It is recommended that the offer of Network Parking Company, Ltd. be accepted and the resolution passed authorizing the General Manager to enter into a contract.

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9.0 ATTACHMENTS: None.

Recommended and certified as appropriate to the
availability of funds, legal form and conformance with the
Procurement requirements.



CEO, General Manager/Secretary-Treasurer