

RESOLUTION NO. 2011-16

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO NO-COST LICENSE AGREEMENTS WITH THE CITY OF CLEVELAND AND VARIOUS BUILDING OWNERS TO INSTALL MULTI-AGENCY SECURITY CAMERAS AND WIRELESS EQUIPMENT ALONG EUCLID AVENUE

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") received grant funding to install a Multi-Agency Security Camera System to supplement existing security measures along Euclid Avenue; and

WHEREAS, the Board of Trustees authorized the Authority to enter into contract with B & C Communication to provide a state of the art security system for the RTA HealthLine pursuant to Resolution No. 2010-74; and

WHEREAS, for the Multi-Agency Security Camera System to operate it is necessary for the Authority to place cameras and other equipment on City traffic poles and on the roofs of several buildings; and

WHEREAS, B & C Communication determined which buildings along Euclid Avenue have the necessary characteristics to allow installation of wireless equipment and enable the Multi-Agency Security Camera System to successfully operate; and

WHEREAS, the City of Cleveland and each specified building owner have agreed to allow the Authority to install cameras and equipment on their property at no cost to the Authority due to the benefits the community will receive from heightened security on Euclid Avenue; and

WHEREAS, the General Manager/Secretary-Treasurer has deemed it to be in the best interest of the Authority to enter into license agreements with the property owners and recommends acceptance thereof by 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 General Manager/Secretary-Treasurer is hereby authorized to enter into a license agreement with the City of Cleveland to place equipment on traffic poles along Euclid Avenue; with the County of Cuyahoga to place equipment on the Justice Center Complex located at 1200 Ontario Street, in Cleveland, Ohio; with PSC Hanna Building LLC to place equipment on the Hanna Building located at 1422 Euclid Avenue, in Cleveland, Ohio; with the Cleveland Clinic Health System or a related entity to place equipment on the Miller Family Pavilion located at 9500 Euclid Avenue, in Cleveland, Ohio; with the McCullough Center LLC to place equipment on The Joseph McCullough Center located at 11610 Euclid Avenue, in Cleveland, Ohio; and with the Cleveland Clinic Health System or a related entity to place equipment on the parking garage at Huron Hospital located at 13951 Terrace Road, in East Cleveland, Ohio.

Section 2. That the term of each license agreement shall be perpetual subject to the conditions of each agreement.

Section 3. That no rent or other fees shall be charged to the Authority for use of the properties.

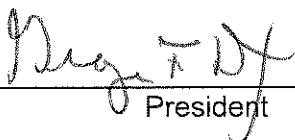
Section 4. That the General Manager/Secretary-Treasurer be, and is hereby authorized to execute all necessary documents or agreements to attain and maintain rights needed to operate a Multi-Agency Security Camera System along Euclid Avenue.

Section 5. That the General Manager/Secretary-Treasurer is hereby granted the authority to enter into additional agreements on substantially the same terms as those attached hereto for use of other buildings owned by the parties identified above or with other building owners if the currently designated properties are no longer able to support the Multi-Agency Security Camera System on Euclid Avenue.

Section 6. That this resolution shall become effective immediately upon its adoption.

Attachment: Six (6) draft license agreements

Adopted: February 15, 2011

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer

**LICENSE AGREEMENT  
BETWEEN THE CITY OF CLEVELAND  
AND THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
For Installation and Maintenance of Security Cameras on City Property**

This Agreement, dated and effective as of \_\_\_\_\_ is by and between the Greater Cleveland Regional Transit Authority, a political subdivision of the State of Ohio ("Licensee") and the City of Cleveland a municipal corporation in the State of Ohio ("Licensor").

1. LICENSE

Licensor hereby grants to Licensee a License to install and maintain security cameras and related equipment on Licensor's traffic poles on City property ("Property") that are listed on Exhibit A which is attached hereto and hereby incorporated herein by reference. The License is for the purpose of Licensee installing, maintaining, operating, improving, supplementing, repairing, repositioning and/or removing the cameras, including, without limitation, fixture connections, electrical supply and connections, and any equipment and accessories as Licensee may place thereon (collectively, the "Equipment") listed on Exhibit B attached hereto and hereby incorporated herein by reference. This License includes all reasonable and necessary rights of ingress and egress. The authority granted by Licensor to Licensee to install, maintain and operate the Equipment is expressly subject to all the terms and provisions of this Agreement, including, but not limited to, those provisions, restrictions and reservations relating to the operation, maintenance and removal of Equipment.

If Licensor or Licensor's agents, employees or other persons acting on Licensor's behalf, place or maintain any object on the Property which, in Licensee's sole opinion, would obstruct or impair the functioning of the Equipment and fails to remove the obstruction within thirty (30) days after written notice from Licensee, Licensee may immediately reposition the Equipment on the Property. Unless objected to by Licensor in its sole discretion, Licensee may trim any trees and vegetation currently on the Property as often as Licensee deems appropriate to prevent obstructions.

If Licensor determines, in its sole discretion, that the placement of the Equipment on the Property is objectionable, Licensee, upon notice from and in consultation with the Licensor, will reposition the Equipment on the Property or, if this is not feasible, will consult with Licensor to determine if alternate Licensor property is available to move the Equipment to. Licensee shall be solely responsible for any cost related to repositioning or removing its Equipment and Licensor shall have no liability to Licensee for any claims of loss of any type related to the repositioning or removal.

Licensee shall be solely responsible for any and all claims arising out of its installation, maintenance, updating, and use of the Equipment mounted on Licensor's Property.

2. ACCESS

Licensor shall have the right to establish, modify and enforce against Licensee reasonable rules and regulations concerning the use of the Property. Licensee shall have non-exclusive access to the Property at all reasonable times for the purpose of

operating and maintaining, and making inspections and repairs to, Licensee's Equipment. Licensee's employees, invitees and guests, are prohibited from parking trucks or vehicles on the Property except as required for exercise of the rights granted Licensee hereunder.

3. TERM; TERMINATION:

- (a) Subject to the parties' rights to terminate as described in this section and sections 6 and 12 of this Agreement, this Agreement shall be for a year-to-year term ("Term"), with the first year commencing on the effective date first above written and extending to the December 31, 2011, and thereafter each calendar year. Unless cancelled by either party upon written notice at least 60 days prior to the end of the one year term in effect, the License shall automatically renew under the same terms and conditions herein subject to any written amendments that may be made by agreement of the parties.
- (b) Anything herein to the contrary notwithstanding, Licensor shall have no liability or obligation to Licensee or anyone claiming under or through Licensee for any injury, loss of revenue, business interruption, inconvenience or cost of removing or relocating or installing its Equipment at an alternative site due to obstruction of view of its Equipment or due to a termination of this Agreement. Any such removal or relocation shall be at Licensee's cost.

4. LICENSE FEES

Licensee shall not pay Licensor any license fees, but shall share video from Licensee's cameras with the Licensor pursuant to the parties' partnership in a video surveillance project for the Euclid Corridor in downtown Cleveland.

5. LICENSEE EQUIPMENT

Licensee is the owner of the Equipment and shall retain such right at all times and may remove or replace Equipment as it deems necessary. However, should Licensee choose to remove all Equipment, it shall immediately notify City of termination of this License as provide for herein. If Licensee is required to obtain City or other permits to install, operate, or maintain its cameras, all such permits shall remain the property of Licensee. Licensee shall have no obligation to continue to maintain any permit unless required to do so under the law.

Licensee shall be liable to Licensor for any damage to Licensee's Property directly caused by Licensee's installation, use, maintenance or removal of the Equipment.

6. CONDEMNATION; LOCATION NO LONGER VIABLE

If the Property, or any part thereof, is deemed no longer usable by proper authorities or if Licensor deems the Property, or any part thereof, no longer viable for use by Licensee, Licensee, may relocate the Equipment on Licensor's remaining Property with Licensor's prior approval and at Licensee's sole cost and expense.

Whether or not the Equipment can be relocated on other Licensor property, Licensee shall not, on account of the requirement to relocate, be entitled to any compensation from Licensor or other remedies provided by law, including, without limitation, just compensation for the taking of the Equipment and Licensee's interest in this Agreement, and/or relocation assistance.

7. LICENSOR/LICENSEE AUTHORITY

Licensor represents that it is the owner of the Property and has the authority to enter into this License. Licensee represents that it is the Owner of the Equipment to be installed on Licensor's Property and has authority to enter into this License.

8. NOTICE

Any notice to any party under this Agreement shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Agreement, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

Notices to Licensee shall be addressed as follows:

Greater Cleveland Regional Transit Authority  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113-1331  
Attention: Joseph A. Calabrese, CEO and General Manager/Secretary-Treas.  
And a copy to the same address, Attention: Property Manager

Notices to Licensor shall be addressed as follows:

City of Cleveland  
601 Lakeside Avenue  
Cleveland, Ohio 44113  
Attention: Law Director

And a copy to the same address, Attention: Director of Public Safety

Licensee or Licensor may from time to time designate by written notice to the other, in accordance with the terms of this Agreement, a new address for the mailing of notices.

9. COMPLIANCE WITH LAWS

- (a) Licensee shall promptly perform and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and municipal governments, and of any and all of their departments and bureaus having jurisdiction or agreements with Licensor applicable to the Property or Licensee's Equipment on the Property, use of the Property and nuisances or other grievances in, upon or connected with such use during the term of this Agreement.

- (b) Licensee shall obtain at its own cost all licenses and permits required for the operation and future removal of Licensee's Equipment, and any improvements, if any, made by Licensee, from or on the Property, and covenants and agrees to pay all fees, charges and assessments, now or hereafter imposed, foreseen, and unforeseen, that may be due, levied or assessed against Licensee or Licensee's Equipment, or Licensee's business during the term of this Agreement. Licensee shall also pay, any and all assessments that may be due, levied or assessed upon this Agreement, or that arise as a result of this Agreement or Licensee's use of the Property.

#### 10. LIENS

Licensee shall keep the Property free and clear of any lien or encumbrance of any kind whatsoever created by Licensee's acts or omissions, and further will not directly or indirectly create, incur, assume or suffer to exist any materialman's, mechanic's, workmen's, repairmen's or any other similar lien. Licensor's interest in the Property further shall not be subject to liens for improvements, if any, made by Licensee, and Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversions or other estate of Licensor in the Property as a result of improvements made by Licensee for any other cause or reason. Licensee acknowledges that such liens are expressly prohibited and that all persons performing work for Licensee must look solely to Licensee to secure payment for any work done or material furnished in connection with improvements and work made or performed by Licensee during the term of this Agreement. Licensee covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within three (3) days after Licensee is given written notice of the assertion of any such lien or claim of lien. Licensee shall advise all persons furnishing designs, labor, materials or services to the Property in connection with Licensee's improvements thereof of the foregoing provisions.

#### 11. EVENTS OF DEFAULT

The following events shall be deemed to be events of default by Licensee under this Agreement:

- (a) If Licensee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; or
- (b) If Licensee shall file a petition under any paragraph or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Licensee shall be adjudged bankrupt or insolvent in proceedings filed against Licensee hereunder; or
- (c) If a receiver or trustee shall be appointed for all or substantially all of the assets of Licensee; or
- (d) If Licensee shall fail to comply with any other term, provision, condition or covenant of this Agreement, and shall not cure such failure within thirty (30) business days after written notice thereof is given by Licensor; or

- (e) If Licensee remains on the Property after the end of the Term and has not entered into a renewed license agreement with Licensor.

12. REMEDIES:

- (a) Upon the occurrence of any of such events of default described above, Licensor shall have the option to pursue any one or more of the following remedies:
  - (i) Licensor may terminate this Agreement, in which event Licensee shall immediately surrender the Property to Licensor, and if Licensee fails so to do, Licensor, may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Property and expel or remove Licensee without being liable for prosecution or any claim of damages therefore and engage a contractor at Licensee's sole reasonable cost to remove the Equipment and be responsible for all related loss or damage to the Equipment; and Licensee agrees to pay to Licensor on demand the amount of all loss and damage which Licensor may suffer by reason of such termination.
  - (ii) Licensor may enter upon the Property without being liable for prosecution or any claim for damages therefore, and engage a contractor at Licensee's sole reasonable cost to relocate or remove the Equipment and be responsible for all related loss or damage to the Equipment; and Licensee agrees to reimburse Licensor on demand for any expenses which Licensor may incur in thus effecting this compliance with Licensee's obligations under this Agreement, and Licensee further agrees that Licensor shall not be liable for any damages resulting to Licensee from such action. .
- (b) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any license fees due to Licensor hereunder or of any damages accruing to Licensor by reason of the violation of any of the terms, provisions and covenants herein contained.

13. ASSUMPTION OF RISK; DAMAGE OR DESTRUCTION

Licensee assumes all risks of damage or loss to Licensee's Equipment, if any, from fire, windstorm, hurricane and other acts of God, and from condemnation and any other event, including, but not limited to, those caused by third-parties, beyond Licensor's control. In the event the Property or any part thereof shall be damaged or destroyed by fire, windstorm, hurricane or other act of God, or from condemnation or any other event beyond Licensor's control, if any such damage renders all or a substantial portion of the Property unfit for the purpose intended, either Licensor or Licensee shall have the right to terminate this Agreement as of the date of such damage by giving written notice to the other at any time within ninety (90) days after the date of such damage, condemnation or other event. Licensor shall have no duty or obligation to repair or restore Property and shall not have any liability or obligation to Licensee, or

anyone claiming under or through Licensee, for any injury, loss of revenue, business interruption, inconvenience or cost of finding and installing its Equipment at an alternative site.

14. NO INTEREST IN REALTY

This Agreement shall not at any time be interpreted to constitute a lease or sublease nor shall the same be interpreted as granting to Licensee any rights in or to the Property or any part thereof, except license rights for the purpose of constructing and maintaining the Equipment as otherwise provided herein.

15. SUBCONTRACTING; INSURANCE:

Licensee plans to have all work including installation, maintenance of Equipment conducted by independent contractors. Subcontracting shall not relieve Licensee of any of its obligations under this License. Licensee shall be and remain solely responsible to Licensor for the acts or faults of any subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall be considered an agent or employee of Licensee to the extent of its subcontract.

The following requirements are to be imposed upon each contractor retained by Licensee in conjunction with work performed on Licensor's Property:

The contractor shall purchase and maintain for the life of this agreement the following minimum insurance coverage. The contractor shall also be responsible for assuring that each of its subcontractors and anyone employed directly or indirectly by any contractor or subcontractor provide adequate insurance for the work performed or products supplied by it.

To the extent that any subcontractor will perform services of a personal or professional nature, for which insurance must be maintained by the performer of the services, Contractor agrees to assure that these same insurance requirements will be imposed upon subcontractors, in amounts agreed upon between the contractor and Licensee prior to retaining the subcontractor:

- (a) Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit each occurrence for bodily injury and or property damage. Policy to include:
  - Contractual liability coverage insuring the "hold harmless" provision set forth in this Agreement and applicable to both the Licensor and Licensee.
  - Said policy shall be written on an "occurrence" basis.
- (b) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and /or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- (c) Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor



under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio, a copy of a certificate of premium payment from the Industrial Commission and Bureau of Worker Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly is acceptable.

(d) If applicable, Professional Liability / Errors & Omissions Insurance in the amount of \$1 million per claim. The definition of wrongful acts must be applicable to the work performed hereunder. As this insurance is written on a claims-made basis, the policy must be maintained for a minimum of two years following completion of the work.

(e) General Requirements:

The contractor shall not commence work on Licensor's Property until it has obtained the required insurance and has received written approval of such insurance by the Licensee. Contractor shall furnish evidence of such insurance in the form of a certificate (Acord or similar form). The certificate shall provide the following:

- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 30 days after the Licensee has received written notice of such change or cancellation from the insurance company. Such notice shall be mailed by certified mail, return receipt requested, to the Licensee care of the Property Manager.
- Name the Licensee and Licensor as additional insureds for liability coverages under a. and b. above for claims arising out of operations in conjunction with this agreement.
- Contain a waiver of subrogation in favor of the Licensee and Licensor.
- Specific reference to this agreement.
- Specific reference to all deductibles & Self Insured Retentions (SIR).

An insurance company having less than an A- X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Licensee. The Licensee shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements & approve any deductibles or SIR.

(f) Approval by the Licensee: Approval of the insurance by the Licensee shall not relieve or decrease the liability of the contractor hereunder. It is to be understood that the Licensee does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the contractor's interests or liabilities.

(g) In the event contractor neglects, refuses or fails to provide the insurance required under this agreement, or if such insurance is canceled for any

reason, the Licensee shall have the right but not the duty to procure the same, and cost thereof shall be deducted from moneys then due or thereafter to become due to contractor.

Licensee agrees to provide a letter and certificates of Self-insurance to Licensor evidencing the same coverages and limits conditions referenced above.

16. BINDING EFFECT

Each term and each provision of this Agreement to be performed by Licensee shall be construed to be both an independent covenant and a condition. The reference to successors and assigns of Licensee is not intended to constitute consent by Licensor to any assignment or transfer by Licensee, but has reference only to those instances in which Licensor may have given consent to a particular assignment.

17. GOVERNING LAW

The validity, interpretation, and effect of this License shall be governed by the laws of the State of Ohio and the Codified Ordinances of the City Of Cleveland..

18. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, as long as the general intent and material benefits negotiated by each of the parties shall not be substantially diminished nor impaired, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. EFFECT OF WAIVER

No waiver by Licensor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

20. HEADINGS

The headings in this Agreement are solely for convenience or reference and shall not affect its interpretation.

21. ENTIRE AGREEMENT

This Agreement constitutes the full and complete understanding between the parties regarding the Property and/or the Equipment and supersedes and replaces all prior agreements and negotiations between the parties. This Agreement shall not be altered, amended or otherwise modified except by the express written agreement between the parties executed by each of the parties to this Agreement.

WITNESS the execution hereof by Licensor and Licensee as of the day and year first above written.

CITY OF CLEVELAND

GREATER CLEVELAND  
REGIONAL TRANSIT AUTHORITY

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

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

Joseph A. Calabrese, CEO

Its: \_\_\_\_\_

Its: General Manager/Secretary-Treasurer

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

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

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

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

WITNESSES:

WITNESSES:

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

## LICENSE AGREEMENT

This LICENSE AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between COUNTY of CUYAHOGA, a body corporate and politic of the State of Ohio, having an office at 1219 Ontario Street, Cleveland, Ohio 44113 (the "Licensor") and THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, a political subdivision of the State of Ohio, principal offices located at 1240 W. 6<sup>th</sup> St., Cleveland, Ohio 44113 (the "Licensee").

### WITNESSETH:

WHEREAS, Licensee desires to set in place, maintain, and use security cameras (along with commensurate wiring) in or on a building owned by Licensor and generally referred to as the Justice Center Complex (the "Property"), located at 1200 Ontario Street, in Cleveland, Ohio, and Licensor desires to permit Licensee to set in place, maintain, and use security cameras and related wiring ("Equipment"), subject to the terms and conditions more particularly set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this License Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### I. Security Camera License

##### A. Grant.

Licensor does hereby grant to Licensee a license to set in place, maintain, and use Equipment in and/or on the Property in the location(s) described in Attachment A, attached hereto and made a part hereof.

##### B. Use.

Licensee shall use such license for purpose of videotaping and, thereby, providing additional security to the Property and adjacent locations, as described in Attachment B, attached hereto and made a part hereof.

#### II. Term, Termination and Relocation

##### A. Term.

The License granted herein shall have a perpetual term subject to termination in accordance with the terms set forth below.

##### B. Termination.

Licensor may terminate this License Agreement only upon ninety (90) days written notice to Licensee. Licensee may terminate this License Agreement at

any time, provided that reasonably sufficient notice is given to Licensor of access required to remove Equipment.

C. Relocation.

Licensor may not relocate any Equipment without written notice to Licensee of at least thirty (30) days of the need for relocation. If thirty (30) days elapses and Licensee does not relocate the Equipment, then Licensor may relocate the Equipment, provided Licensor engages a qualified contractor at Licensee's reasonable cost to relocate the Equipment and require the contractor to assume responsibility for any and all damage occurring to the Equipment during relocation.

D. Hold Harmless

Licensee shall hold Licensor harmless if the Licensor installs or relocates other equipment or improvements on its rooftop that interfere with the operation of the Equipment. Licensor agrees to work with Licensee to avoid rooftop modifications that would interfere with Licensee's use and of the Equipment.

III. Duties and Consideration

A. Licensor's Duties.

Licensor shall have no duty to Licensee to repair, maintain, construct or reconstruct any of the Property that is subject to the foregoing License.

B. Licensee's Duties.

Licensee shall use the license in such a way as to avoid damage to or other destruction of the Property, ordinary wear and tear excepted. In the event Licensee caused any damage to or deterioration of the Property other than ordinary wear and tear, Licensee shall repair and/or reconstruct, at Licensee's sole cost, the Property to the extent so damaged or deteriorated. In the event Licensee shall fail to repair or reconstruct such damage or deterioration within thirty (30) days of the date of written notice from Licensor (or to commence and diligently pursue such repair and/or reconstruction if it cannot be completed in thirty (30) days), Licensor may make such repairs and/or reconstruction at Licensee's cost. Licensee shall reimburse Licensor for such cost within ten (10) days of the receipt of an invoice from Licensor.

C. Consideration.

For and in consideration of Licensor's access to video feed from the Equipment, Licensor has waived any and all fees associated with this License agreement, except as specifically provided for herein.

#### IV. Compliance with Laws, Etc.

Licensee shall comply with and cause any and all use of the Property to comply with all laws, ordinances, regulations, and other governmental rules, orders and determinations now or hereafter enacted, made or issued, whether or not presently contemplated, applicable to the Property or the use thereof and all other contracts (including insurance policies), agreements, covenants, conditions, and restrictions currently existing applicable to the Property or the ownership, occupancy or use thereof. Licensee shall not create or suffer to exist any violation or lien or any public or private nuisance or hazardous or blighted condition on or with respect to the Property. Licensee shall not do anything to prevent the Property from being at all times in a neat, clean and sanitary condition.

#### V. Liens

Licensee will promptly remove and discharge (by bonding or otherwise) any charge, lien, security interest or other encumbrance upon the Property or sum payable hereunder that arises by reason in connection with the Licensee's use of the Property, within ten (10) days of the filing thereof. Except to the extent that Licensor performs work in the Property, notice is hereby given that Licensor will not be liable for any labor, services or materials furnished or to be furnished to Licensee or to anyone holding the Property or any part thereof through or under Licensee, and that no mechanic's or other liens or charge for any such labor, services or materials shall attach to or affect the interest of Licensor in and to the Property.

#### VI. Responsibility for Damage or Injury

A. As between the parties hereto, the burden or responsibility resulting from liability for loss of life or damage or injury to persons or property, including any suits instituted against either of the parties and judgments, settlements, costs, attorney fees, and incidental expense in connection with any or all thereof, from any cause whatsoever, whether due to negligence or otherwise, shall be and hereby is agreed to be assumed, borne, paid, cared for, adjusted, defended, or otherwise disposed of by the party made responsible therefore in accordance with the provisions of paragraph VI (B), set forth herein below.

B. Responsibility of Licensee/Licensor:

Licensee agrees to hold Licensor harmless from the burden or responsibility resulting from any and all liability arising solely as a result of this License Agreement, for loss of life or damage or injury to persons or property occurring within or adjacent to the Property caused solely by Licensee, its employees, agents or invitees.

This Section VI (B) shall extend for the longer of (i) two (2) years beyond the expiration or earlier termination of this License Agreement or (ii) Licensee's surrender and vacation of the Property. The aforementioned two (2) year period shall be further extended for so long as is necessary to conclude any legal actions that may have been commenced during said two (2) year period.

## VII. Condition of Property and Merger

- A. Licensee acknowledges that these Licenses do not and shall not be deemed to constitute an agreement of or to enter into a joint venture, partnership or lease or a conveyance of the Property by Licensor to Licensee or to confer upon Licensee any right, title, state or interest in the Property. These Licenses grant to Licensee a person privilege only to use and occupy the Property on the terms and conditions set forth herein.
- B. Licensee acknowledges that it has examined the Property and is familiar with the physical condition of the Property. Licensor (or any of its agent and representatives) has not made any representations whatsoever with respect to the condition of the Property, and Licensee hereby expressly acknowledges that no such representations have been made, and Licensee further acknowledges that it has inspected the Property. Licensee agrees to use and occupy the Property at Licensee's expense. It is understood and agreed that all oral or written statements, representations or promises, if any, and all prior negotiations, agreements, and documents are absolutely and completely superseded hereby and merged in this License Agreement, which fully and completely expresses the Agreement between the parties and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this License Agreement, made by the other. Licensee has inspected the Property and is thoroughly acquainted with its condition.

## VIII. Insurance.

Licensee plans to have all work including installation, maintenance of Equipment conducted by independent contractors. As such, the following are the requirements to be imposed upon each contractor retained by Licensee in conjunction with work performed on Licensor's Property:

The contractor shall purchase and maintain for the life of this agreement the following minimum insurance coverages. The contractor shall also be responsible for assuring that each of its subcontractors and anyone employed directly or indirectly by any contractor or subcontractor provide adequate insurance for the work performed or products supplied by it.

To the extent that any subcontractor will perform services of a personal or professional nature, for which insurance must be maintained by the performer of the services, Contractor agrees to assure that these same insurance requirements will be imposed upon subcontractors, in amounts agreed upon between the contractor and Licensee prior to retaining the subcontractor:

- a. Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit each occurrence for bodily injury and or property damage. Policy to include:
  - Contractual liability coverage insuring the "hold harmless" provision set forth in this Agreement and applicable to both the Licensor and Licensee.

- Said policy shall be written on an "occurrence" basis.
- b. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and /or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- c. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio, a copy of a certificate of premium payment from the Industrial Commission and Bureau of Worker Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly is acceptable.
- d. If applicable, Professional Liability / Errors & Omissions Insurance in the amount of \$1 million per claim. The definition of wrongful acts must be applicable to the work performed hereunder. As this insurance is written on a claims-made basis, the policy must be maintained for a minimum of two years following completion of the work.
- e. General Requirements:

The contractor shall not commence work on Licensor's Property until it has obtained the required insurance and has received written approval of such insurance by the Licensee. Contractor shall furnish evidence of such insurance in the form of a certificate (Acord or similar form). The certificate shall provide the following:

- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 30 days after the Licensee has received written notice of such change or cancellation from the insurance company. Such notice shall be mailed by certified mail, return receipt requested, to the Licensee care of the Property Manager.
- Name the Licensee and Licensor as additional insureds for liability coverages under a. and b. above for claims arising out of operations in conjunction with this agreement.
- Contain a waiver of subrogation in favor of the Licensee and Licensor.
- Specific reference to this agreement.
- Specific reference to all deductibles & Self Insured Retentions (SIR).

An insurance company having less than an A- X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Licensee. The Licensee shall be entitled to receive a full copy



of the insurance policy(ies) upon request and reserves the right to review financial statements & approve any deductibles or SIR.

- f. Approval by the Licensee: Approval of the insurance by the Licensee shall not relieve or decrease the liability of the contractor hereunder. It is to be understood that the Licensee does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the contractor's interests or liabilities.
- g. Licensee shall notify Licensor if contractor neglects, refuses, or fails to provide the insurance required under this agreement. Contractor's insurance provider shall be required to notify Licensor and Licensee thirty (30) days prior to non-renewal, cancellation, or reduction of the insurance required by this agreement. In the event contractor neglects, refuses or fails to provide the insurance required under this agreement, or if such insurance is canceled for any reason, the Licensee shall have the right but not the duty to procure the same, and cost thereof shall be deducted from moneys then due or thereafter to become due to contractor.

Licensee agrees to provide a letter and certificates of Self-insurance to Licensor evidencing the same coverages and limits conditions referenced above.

#### IX. Assignment and Sublicensing

Licensee, for itself and its successors and assigns, covenants that it shall not assign, sublicense, mortgage or otherwise encumber this License Agreement, nor suffer or permit the Property or any part thereof to be used by other than its employees, agents or invitees. The consent by Licensor to an assignment or sublicense shall not in any way release Licensee from liability hereunder.

#### X. Notices

All notices, offers, consents, and other instruments given pursuant to this License Agreement shall be in writing and shall be validly given to Licensor and Licensee at the addresses first set forth above by:

1. hand delivery, with receipt acknowledged;
2. certified mail, return receipt requested; or
3. personal delivery or courier service guaranteeing overnight delivery, postage prepaid, to the party to be notified.

#### XI. Successors and Assigns

The obligations of this License Agreement shall bind and benefit the successors and assigns of the parties with the same effect as if mentioned in each instance where a party is named or referred to.

XII. Amendments to be in Writing

This License Agreement may not be changed or modified, except by a writing signed by Licensor and Licensee.

XIII. Governing Law

This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

XIV. Headings and Table of Contents

The headings of various Sections herein and the Table of Contents have been inserted for convenient reference only and shall not to any extent have the effect of modifying or amending the express terms and provisions of this License Agreement

XV. Right of Access

Licensee shall have the right to access Equipment during normal business hours of Licensor; outside of normal business hours access shall be accommodated provided that Licensee gives advance notice of at least twenty-four (24) hours. Any access outside normal business hours, Licensee can be held to pay any extra ordinary charges (staffing, etc.) required to accommodating such access. In any event licensee shall notify the Justice Center, Superintendent prior to access.

XVI. Removal and Abandonment

Upon termination of this License Agreement, Licensee shall as soon as reasonably practical surrender possession of the Property to Licensor in good condition and repair, ordinary wear and tear excepted, and shall, or within thirty (30) business days thereafter, remove at its own expense from the Property, without damage to the Property, all Equipment, and to restore the Property to its original condition. All such removal shall be accomplished in such a manner as to avoid any interference to any other occupants using the Property. Licensee will reimburse Licensor for any repairs to the Property which result from damages caused by such removal, normal wear and tear excepted.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the date first above written.

LICENSEE: Greater Cleveland Regional  
Transit Authority

LICENSOR: County of Cuyahoga,  
Ohio

By: \_\_\_\_\_  
Joseph A. Calabrese, CEO  
General Manager/Secretary-Treas.

By: \_\_\_\_\_  
Edward FitzGerald, County  
Executive

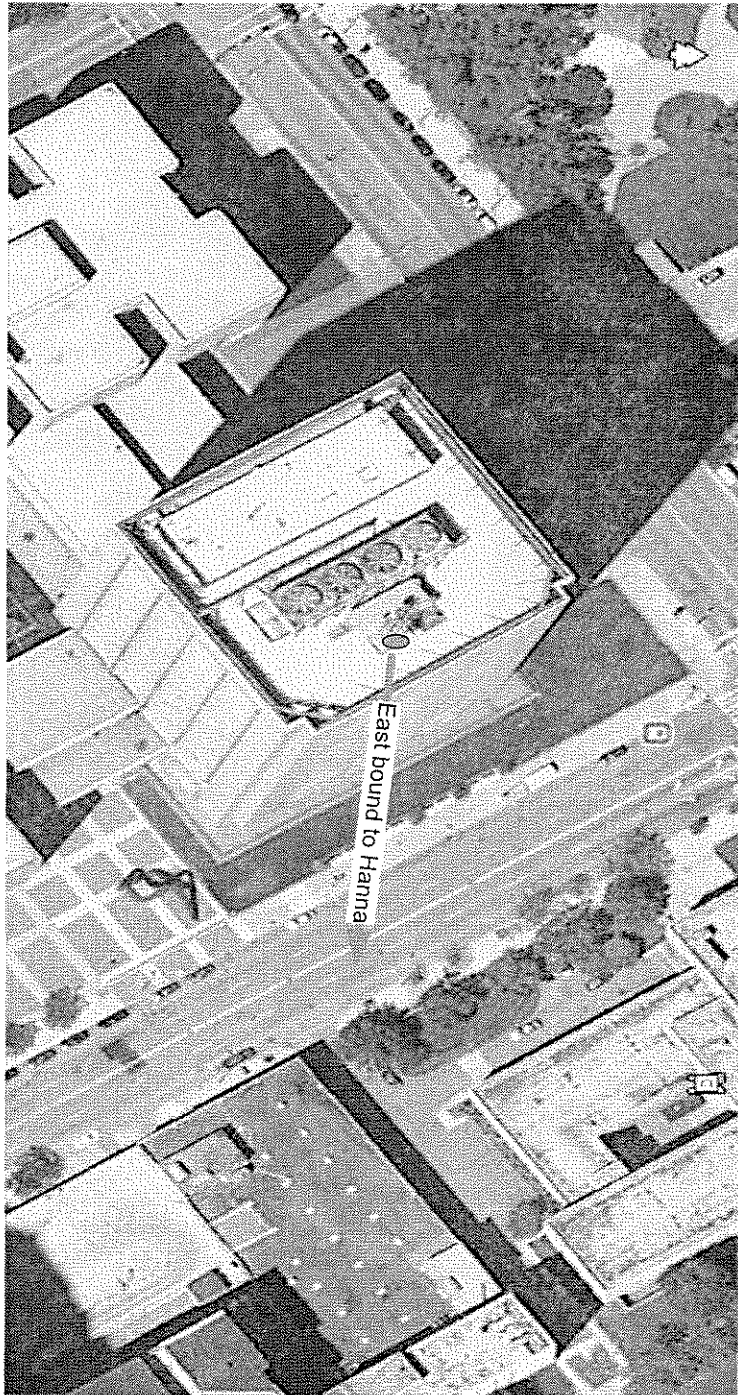
Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
Sheryl King Benford, General Counsel -  
Deputy General Manager for Legal Affairs


ATTACHMENT A



Point to Point 2' Parabolic Dish



Access Point 32"x4" Panel

	
GCRTA Euclid Corridor Cameras	
Revision 1.0	
Justice Center	
Prepared Monday, October 4th, 2010	
By: T. Kavulic	

## ATTACHMENT B

### PROJECT DESCRIPTION

The Greater Cleveland Regional Transit Authority (GCRTA) has just completed the single most important transportation infrastructure improvement project in northern Ohio. This Euclid Corridor Transportation Project supports a new rapid transit system from Public Square in Downtown Cleveland to the Stokes Rapid Transit Station at Windermere in East Cleveland. This bus rapid transit system has connected the central business district (the region's largest employment center) with the University Circle area (the second largest employment center), and major cultural, medical, and educational districts. The Euclid Corridor has linked the region's most critical infrastructure including transportation, banking and finance, public health and health care, government facilities, emergency services, information technology, telecommunications, icons and two major universities.

GCRTA's investment into a wireless camera system for the Euclid Corridor represents the procurement and installation of a multi-agency accessible security camera system along the transportation corridor with live monitoring by the user agencies. The user agencies are both the GCRTA Transit Police Department's Integrated Communications Center, where live monitoring will be conducted, and in the police department patrol cars where the cameras can be accessed by the mobile data terminals (MDT). The other user agencies who will be connected by our existing fiber link will be the Cuyahoga County Emergency Operation Center, Cleveland Police Department and Emergency Operations Center, Cleveland State University Police Department, Cleveland Clinic Police Department, University Circle Police Department, Case Western Reserve University Police Department, and the East Cleveland Police Department all of whom will have live monitoring of the cameras in their dispatch centers for their respective jurisdictions.

This investment will also serve as a catalyst to enable these daring user agencies to integrate the signal from their own existing security cameras into this network resulting in a regional multi-agency accessible security camera network with live monitoring. The signals from all of these cameras will be shared with the regions' First Responders to support the protection of the transportation system as well as the regional critical infrastructure. This proposed investment focuses on regional collaboration, and intelligence sharing and supports virtually in its entirety the National Preparedness Architectural priorities. A central focus of this investment will be the support which it provides to prior security investments (i.e., Canine Explosive Detection, Emergency Services Team, Interoperable Communications, and Mobile Data Terminals in police vehicles for intelligence sharing) that will now be enhanced through the use of multi-agency accessible security camera system with live monitoring.

This investment mirrors and is completely interoperable with a system project under way by the City of Cleveland. Cleveland's project is a wireless broadband network to support build out of their existing mesh and video surveillance network. Their point to multi-point broadband network will provide Cleveland with the ability to add surveillance cameras throughout the city that are in line of sight of their radio towers / building sites. To provide the largest area of potential camera locations in a cost effective manner, the City of Cleveland will utilize eight existing city owned radio tower locations. Each of the site locations will create coverage hot spots inside or near the city of Cleveland's jurisdictional boundaries for cameras and mesh intelligent access points. Cleveland's project does not provide coverage of the Euclid Corridor Transportation Zone. GCRTA's project will separate from Cleveland's project, use the same

equipment and cameras, and is interoperable with Cleveland's system. As indicated previously, the user law enforcement agencies listed above will all have access to this investment's multi-agency accessible security camera system with live monitoring. The City of Cleveland's Department of Public Safety is highly supportive of this investment and the city has agreed to the mounting of this investment's security cameras on the city's traffic poles.

## LICENSE AGREEMENT

This LICENSE AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between PSC HANNA BUILDING LLC, an Ohio limited liability company, having an office at 1500 Euclid Avenue, Suite 200 in Cleveland, Ohio 44115 (the "Licensor") and THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, a political subdivision of the State of Ohio, having an office at 1240 W. 6<sup>th</sup> St., Cleveland, Ohio 44113 (the "Licensee").

### WITNESSETH:

WHEREAS, Licensee desires to set in place, maintain, and use security cameras (along with commensurate wiring) in or on a building owned by Licensor and generally referred to as the Hanna Building (the "Property"), located at 1422 Euclid Avenue, in Cleveland, Ohio, and Licensor desires to permit Licensee to set in place, maintain, and use security cameras and related wiring ("Equipment"), subject to the terms and conditions more particularly set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this License Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### I. Security Camera License

#### A. Grant.

Licensor does hereby grant to Licensee a non-exclusive license to set in place, maintain, and use Equipment in and/or on the Property in the location(s) described in Attachment A, attached hereto and made a part hereof.

#### B. Use.

Licensee shall use such license for purpose of videotaping and, thereby, providing additional security to the Property and adjacent locations, as described in Attachment B, attached hereto and made a part hereof.

### II. Term, Termination and Relocation

#### A. Term.

The License granted herein shall have a perpetual term subject to termination in accordance with the terms set forth below.

#### B. Termination.

Licensor may terminate this License Agreement only upon ninety (90) days written notice to Licensee. Licensee may terminate this License Agreement at

any time, provided that reasonably sufficient notice is given to Licensor of access required to remove Equipment.

#### C. Relocation.

Licensor may not relocate any Equipment without written notice to Licensee of at least thirty (30) days of the need for relocation. If thirty (30) days elapses and Licensee does not relocate the Equipment, then Licensor may relocate the Equipment, provided however, that Licensor assumes responsibility for any and all damage occurring to the Equipment during the relocation.

### III. Duties and Consideration

#### A. Licensor's Duties.

Licensor shall have no duty to Licensee to repair, maintain, construct or reconstruct any of the Property that is subject to the foregoing License.

#### B. Licensee's Duties.

Licensee shall use the license in such a way as to avoid damage to or other destruction of the Property, ordinary wear and tear excepted. In the event Licensee caused any damage to or deterioration of the Property other than ordinary wear and tear, Licensee shall repair and/or reconstruct, at Licensee's sole cost, the Property to the extent so damaged or deteriorated. In the event Licensee shall fail to repair or reconstruct such damage or deterioration within thirty (30) days of the date of written notice from Licensor (or to commence and diligently pursue such repair and/or reconstruction if it cannot be completed in thirty (30) days), Licensor may make such repairs and/or reconstruction at Licensee's cost. Licensee shall reimburse Licensor for such cost within ten (10) days of the receipt of an invoice from Licensor.

#### C. Consideration.

Licensor has waived any and all fees associated with this License agreement, except as specifically provided for herein, for and in consideration of Licensee installing security cameras at street level on Euclid Avenue.

### IV. Compliance with Laws, Etc.

Licensee shall comply with and cause any and all use of the Property to comply with all laws, ordinances, regulations, and other governmental rules, orders and determinations now or hereafter enacted, made or issued, whether or not presently contemplated, applicable to the Property or the use thereof and all other contracts (including insurance policies), agreements, covenants, conditions, and restrictions currently existing applicable to the Property or the ownership, occupancy or use thereof. Licensee shall not create or suffer to exist any violation or lien or any public or private nuisance or



hazardous or blighted condition on or with respect to the Property. Licensee shall not do anything to prevent the Property from being at all times in a neat, clean and sanitary condition.

#### V. Liens

Licensee will promptly remove and discharge (by bonding or otherwise) any charge, lien, security interest or other encumbrance upon the Property or sum payable hereunder that arises by reason in connection with the Licensee's use of the Property, within ten (10) days of the filing thereof. Except to the extent that Licensor performs work in the Property, notice is hereby given that Licensor will not be liable for any labor, services or materials furnished or to be furnished to Licensee or to anyone holding the Property or any part thereof through or under Licensee, and that no mechanic's or other liens or charge for any such labor, services or materials shall attach to or affect the interest of Licensor in and to the Property.

#### VI. Responsibility for Damage or Injury

A. As between the parties hereto, the burden or responsibility resulting from liability for loss of life or damage or injury to persons or property, including any suits instituted against either of the parties and judgments, settlements, costs, attorney fees, and incidental expense in connection with any or all thereof, from any cause whatsoever, whether due to negligence or otherwise, shall be and hereby is agreed to be assumed, borne, paid, cared for, adjusted, defended, or otherwise disposed of by the party made responsible therefore in accordance with the provisions of paragraph VI (B), set forth herein below.

#### B. Responsibility of Licensee/Licensor.

Licensee agrees to hold Licensor harmless from the burden or responsibility resulting from any and all liability arising solely as a result of this License Agreement, for loss of life or damage or injury to persons or property occurring within the Property caused by Licensee, its employees, agents or invitees.

Licensor agrees to save Licensee harmless from the burden or responsibility resulting from any and all liability for loss of life or damage or injury to persons or property occurring within the Property caused by Licensor, its employees, agents or invitees.

This Section VI (B) shall extend for the longer of (i) two (2) years beyond the expiration or earlier termination of this License Agreement or (ii) Licensee's surrender and vacation of the Property. The aforementioned two (2) year period shall be further extended for so long as is necessary to conclude any legal actions that may have been commenced during said two (2) year period.

## VII. Condition of Property and Merger

- A. Licensee acknowledges that these Licenses do not and shall not be deemed to constitute an agreement of or to enter into a joint venture, partnership or lease or a conveyance of the Property by Licensor to Licensee or to confer upon Licensee any right, title, state or interest in the Property. These Licenses grant to Licensee a person privilege only to use and occupy the Property on the terms and conditions set forth herein.
- B. Licensee acknowledges that it has examined the Property and is familiar with the physical condition of the Property. Licensor (or any of its agent and representatives) has not made any representations whatsoever with respect to the condition of the Property, and Licensee hereby expressly acknowledges that no such representations have been made, and Licensee further acknowledges that it has inspected the Property. Licensee agrees to use and occupy the Property at Licensee's expense. It is understood and agreed that all oral or written statements, representations or promises, if any, and all prior negotiations, agreements, and documents are absolutely and completely superseded hereby and merged in this License Agreement, which fully and completely expresses the Agreement between the parties and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this License Agreement, made by the other. Licensee has inspected the Property and is thoroughly acquainted with its condition.

## VIII. Insurance.

Licensee plans to have all work including installation, maintenance of Equipment conducted by independent contractors. As such, the following are the requirements to be imposed upon each contractor retained by Licensee in conjunction with work performed on Licensor's Property:

The contractor shall purchase and maintain for the life of this agreement the following minimum insurance coverages. The contractor shall also be responsible for assuring that each of its subcontractors and anyone employed directly or indirectly by any contractor or subcontractor provide adequate insurance for the work performed or products supplied by it.

To the extent that any subcontractor will perform services of a personal or professional nature, for which insurance must be maintained by the performer of the services, Contractor agrees to assure that these same insurance requirements will be imposed upon subcontractors, in amounts agreed upon between the contractor and Licensee prior to retaining the subcontractor:

- a. Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit each occurrence for bodily injury and or property damage. Policy to include:
  - Contractual liability coverage insuring the "hold harmless" provision set forth in this Agreement and applicable to both the Licensor and Licensee.

- Said policy shall be written on an "occurrence" basis.
- b. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and /or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- c. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio, a copy of a certificate of premium payment from the Industrial Commission and Bureau of Worker Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly is acceptable.
- d. If applicable, Professional Liability / Errors & Omissions Insurance in the amount of \$1 million per claim. The definition of wrongful acts must be applicable to the work performed hereunder. As this insurance is written on a claims-made basis, the policy must be maintained for a minimum of two years following completion of the work.
- e. General Requirements:

The contractor shall not commence work on Licensor's Property until it has obtained the required insurance and has received written approval of such insurance by the Licensee. Contractor shall furnish evidence of such insurance in the form of a certificate (Acord or similar form). The certificate shall provide the following:

- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 30 days after the Licensee has received written notice of such change or cancellation from the insurance company. Such notice shall be mailed by certified mail, return receipt requested, to the Licensee care of the Property Manager.
- Name the Licensee and Licensor as additional insureds for liability coverages under a. and b. above for claims arising out of operations in conjunction with this agreement.
- Contain a waiver of subrogation in favor of the Licensee and Licensor.
- Specific reference to this agreement.
- Specific reference to all deductibles & Self Insured Retentions (SIR).

An insurance company having less than an A- X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Licensee. The Licensee shall be entitled to receive a full copy

of the insurance policy(ies) upon request and reserves the right to review financial statements & approve any deductibles or SIR.

- f. Approval by the Licensee: Approval of the insurance by the Licensee shall not relieve or decrease the liability of the contractor hereunder. It is to be understood that the Licensee does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the contractor's interests or liabilities.
- g. In the event contractor neglects, refuses or fails to provide the insurance required under this agreement, or if such insurance is canceled for any reason, the Licensee shall have the right but not the duty to procure the same, and cost thereof shall be deducted from moneys then due or thereafter to become due to contractor.

Licensee agrees to provide a letter and certificates of Self-insurance to Licensor evidencing the same coverages and limits conditions referenced above.

#### IX. Assignment and Sublicensing

Licensee, for itself and its successors and assigns, covenants that it shall not assign, sublicense, mortgage or otherwise encumber this License Agreement, nor suffer or permit the Property or any part thereof to be used by other than its employees, agents or invitees. The consent by Licensor to an assignment or sublicense shall not in any way release Licensee from liability hereunder.

#### X. Notices

All notices, offers, consents, and other instruments given pursuant to this License Agreement shall be in writing and shall be validly given to Licensor and Licensee at the addresses first set forth above by:

1. hand delivery, with receipt acknowledged;
2. certified mail, return receipt requested; or
3. personal delivery or courier service guaranteeing overnight delivery, postage prepaid, to the party to be notified.

#### XI. Successors and Assigns

The obligations of this License Agreement shall bind and benefit the successors and assigns of the parties with the same effect as if mentioned in each instance where a party is named or referred to.

#### XII. Amendments to be in Writing

This License Agreement may not be changed or modified, except by a writing signed by

Licensor and Licensee.

XIII. Governing Law

This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

XIV. Headings and Table of Contents

The headings of various Sections herein and the Table of Contents have been inserted for convenient reference only and shall not to any extent have the effect of modifying or amending the express terms and provisions of this License Agreement

XV. Right of Access

Licensee shall have the right to access Equipment during normal business hours of Licensor, and outside of business hours provided that Licensee gives advance notice of at least twenty-four (24) hours, and/or at any time whereby access is necessary for security purposes.

Nothing contained in this License Agreement shall be construed to limit the access of Licensor, its agents, employees, and other representatives to the Property at any time during the Term. Such access shall be permitted without prior notice thereof to Licensee.

XVI. Removal and Abandonment

Upon termination of this License Agreement, Licensee shall as soon as reasonably practical surrender possession of the Property to Licensor in good condition and repair, ordinary wear and tear excepted, and shall, or within thirty (30) business days thereafter, remove at its own expense from the Property, without damage to the Property, all Equipment, and to restore the Property to its original condition. All such removal shall be accomplished in such a manner as to avoid any interference to any other occupants using the Property. Licensee will reimburse Licensor for any repairs to the Property which result from damages caused by such removal, normal wear and tear excepted.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the date first above written.

LICENSEE: Greater Cleveland Regional  
Transit Authority

LICENSOR: PSC Hanna Building  
LLC

---

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

---

Patricia Gaul  
Legal Officer/CFO

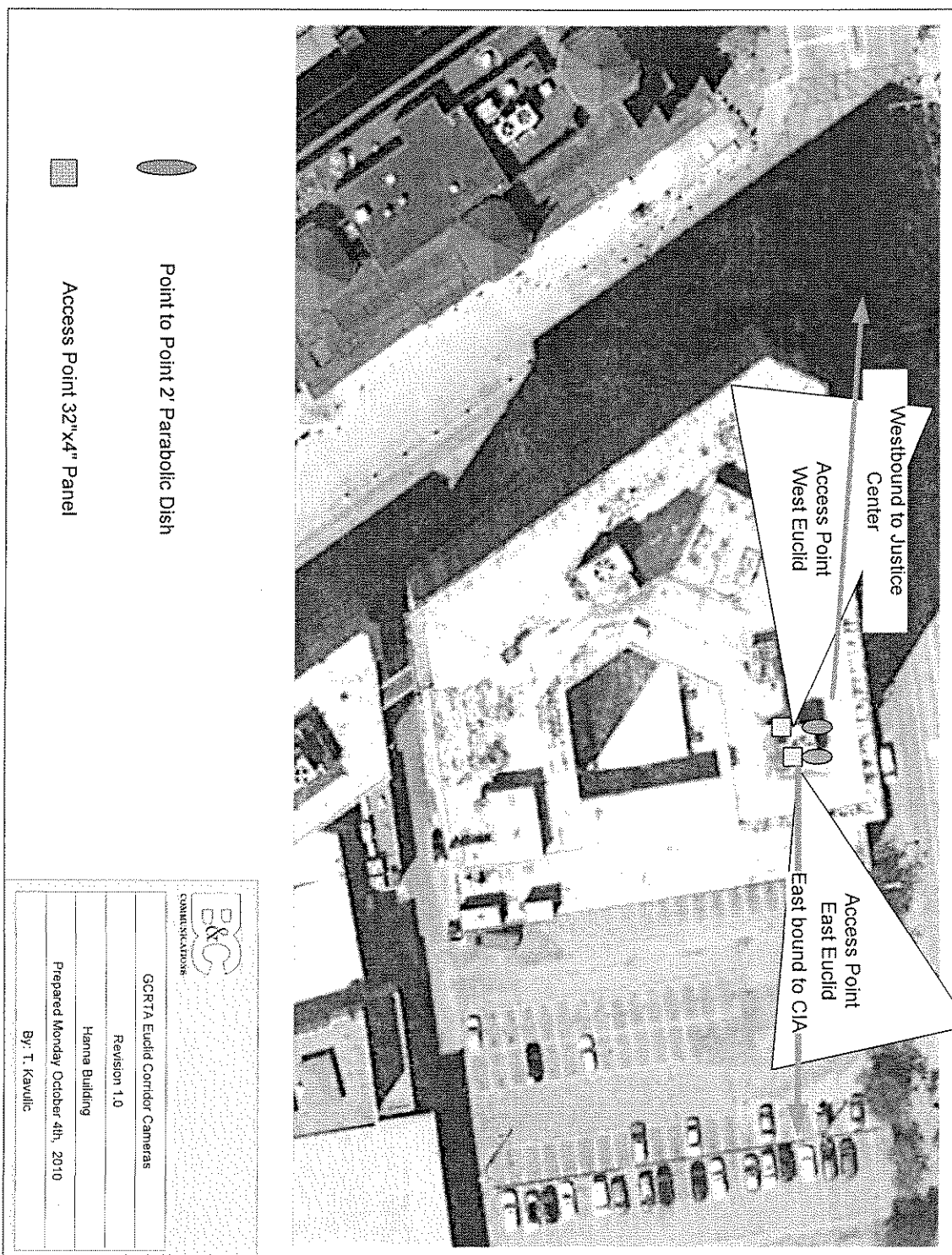
Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
Sheryl King Benford, General Counsel -  
Deputy General Manager for Legal Affairs

ATTACHMENT A



**B&C**  
COMMUNICATIONS

GCRTA Euclid Corridor Cameras

Revision 1.0

Hanna Building

Prepared Monday October 4th, 2010

By: T. Kavulic

## ATTACHMENT B

### PROJECT DESCRIPTION

The Greater Cleveland Regional Transit Authority has just completed the single most important transportation infrastructure improvement project in northern Ohio. This Euclid Corridor Transportation Project supports a new rapid transit system from Public Square in Downtown Cleveland to the Stokes Rapid Transit Station at Windermere in East Cleveland. This bus rapid transit system has connected the central business district (the region's largest employment center) with the University Circle area (the second largest employment center), and major cultural, medical, and educational districts. The Euclid Corridor has linked the region's most critical infrastructure including transportation, banking and finance, public health and health care, government facilities, emergency services, information technology, telecommunications, icons and two major universities.

GCRTA's investment into a wireless camera system for the Euclid Corridor represents the procurement and installation of a multi-agency accessible security camera system along the transportation corridor with live monitoring by the user agencies. The user agencies are both the GCRTA Transit Police Department's Integrated Communications Center, where live monitoring will be conducted, and in the police department patrol cars where the cameras can be accessed by the mobile data terminals (MDT). The other user agencies who will be connected by our existing fiber link will be the Cuyahoga County Emergency Operation Center, Cleveland Police Department and Emergency Operations Center, Cleveland State University Police Department, Cleveland Clinic Police Department, University Circle Police Department, Case Western Reserve University Police Department, and the East Cleveland Police Department all of whom will have live monitoring of the cameras in their dispatch centers for their respective jurisdictions.

This investment will also serve as a catalyst to enable these daring user agencies to integrate the signal from their own existing security cameras into this network resulting in a regional multi-agency accessible security camera network with live monitoring. The signals from all of these cameras will be shared with the regions' First Responders to support the protection of the transportation system as well as the regional critical infrastructure. This proposed investment focuses on regional collaboration, and intelligence sharing and supports virtually in its entirety the National Preparedness Architectural priorities. A central focus of this investment will be the support which it provides to prior security investments (i.e., Canine Explosive Detection, Emergency Services Team, Interoperable Communications, and Mobile Data Terminals in police vehicles for intelligence sharing) that will now be enhanced through the use of multi-agency accessible security camera system with live monitoring.

This investment mirrors and is completely interoperable with a system project under way by the City of Cleveland. Cleveland's project is a wireless broadband network to support build out of their existing mesh and video surveillance network. Their point to multi-point broadband network will provide Cleveland with the ability to add surveillance cameras throughout the city that are in line of sight of their radio towers / building sites. To provide the largest area of potential camera locations in a cost effective manner, the City of Cleveland will utilize eight existing city owned radio tower locations. Each of the site locations will create coverage hot spots inside or near the city of Cleveland's jurisdictional boundaries for cameras and mesh intelligent access points. Cleveland's project does not provide coverage of the Euclid Corridor Transportation Zone. GCRTA's project will separate from Cleveland's project, use the same



equipment and cameras, and is interoperable with Cleveland's system. As indicated previously, the user law enforcement agencies listed above will all have access to this investment's multi-agency accessible security camera system with live monitoring. The City of Cleveland's Department of Public Safety is highly supportive of this investment and the city has agreed to the mounting of this investment's security cameras on the city's traffic poles.

## LICENSE AGREEMENT

This LICENSE AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between CLEVELAND CLINIC HEALTH SYSTEM, an Ohio not-for-profit corporation, having an office at 9500 Euclid Avenue in Cleveland, Ohio 44195 (the "Licensor") and THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, a political subdivision of the State of Ohio, having an office at 1240 W. 6<sup>th</sup> St., Cleveland, Ohio 44113 (the "Licensee").

### WITNESSETH:

WHEREAS, Licensee desires to set in place, maintain, and use security cameras (along with commensurate wiring) in or on a building owned by Licensor and generally referred to as the Miller Family Pavilion (the "Property"), located at 9500 Euclid Avenue, in Cleveland, Ohio, and Licensor desires to permit Licensee to set in place, maintain, and use security cameras and related wiring ("Equipment"), subject to the terms and conditions more particularly set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this License Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### I. Security Camera License

##### A. Grant.

Licensor does hereby grant to Licensee an exclusive license to set in place, maintain, and use Equipment in and/or on the Property in the location(s) described in Attachment A, attached hereto and made a part hereof.

##### B. Use.

Licensee shall use such license for purpose of videotaping and, thereby, providing additional security to the Property and adjacent locations, as described in Attachment B, attached hereto and made a part hereof.

#### II. Term, Termination and Relocation

##### A. Term.

The License granted herein shall have a perpetual term subject to termination in accordance with the terms set forth below.

##### B. Termination.

Licensor may terminate this License Agreement only upon one hundred twenty (120) days written notice to Licensee. Licensee may terminate this License

Agreement at any time, provided that reasonably sufficient notice is given to Licensor of access required to remove Equipment.

C. Relocation.

Licensor may not relocate any Equipment without written notice to Licensee of at least thirty (30) days of the need for relocation. If thirty (30) days elapses and Licensee does not relocate the Equipment, then Licensor may relocate the Equipment, provided however, that Licensor assumes responsibility for any and all damage occurring to the Equipment during the relocation.

III. Duties and Consideration

A. Licensor's Duties.

Licensor shall have no duty to Licensee to repair, maintain, construct or reconstruct any of the Property that is subject to the foregoing License.

B. Licensee's Duties.

Licensee shall use the license in such a way as to avoid damage to or other destruction of the Property, ordinary wear and tear excepted. In the event Licensee caused any damage to or deterioration of the Property other than ordinary wear and tear, Licensee shall repair and/or reconstruct, at Licensee's sole cost, the Property to the extent so damaged or deteriorated. In the event Licensee shall fail to repair or reconstruct such damage or deterioration within thirty (30) days of the date of written notice from Licensor (or to commence and diligently pursue such repair and/or reconstruction if it cannot be completed in thirty (30) days), Licensor may make such repairs and/or reconstruction at Licensee's cost. Licensee shall reimburse Licensor for such cost within ten (10) days of the receipt of an invoice from Licensor.

C. Consideration.

For and in consideration of Licensor's access to video feed from the Equipment, Licensor has waived any and all fees associated with this License agreement, except as specifically provided for herein.

IV. Compliance with Laws, Etc.

Licensee shall comply with and cause any and all use of the Property to comply with all laws, ordinances, regulations, and other governmental rules, orders and determinations now or hereafter enacted, made or issued, whether or not presently contemplated, applicable to the Property or the use thereof and all other contracts (including insurance policies), agreements, covenants, conditions, and restrictions currently existing applicable to the Property or the ownership, occupancy or use thereof. Licensee shall not create or suffer to exist any violation or lien or any public or private nuisance or

hazardous or blighted condition on or with respect to the Property. Licensee shall not do anything to prevent the Property from being at all times in a neat, clean and sanitary condition.

#### V. Liens

Licensee will promptly remove and discharge (by bonding or otherwise) any charge, lien, security interest or other encumbrance upon the Property or sum payable hereunder that arises by reason in connection with the Licensee's use of the Property, within ten (10) days of the filing thereof. Except to the extent that Licensor performs work in the Property, notice is hereby given that Licensor will not be liable for any labor, services or materials furnished or to be furnished to Licensee or to anyone holding the Property or any part thereof through or under Licensee, and that no mechanic's or other liens or charge for any such labor, services or materials shall attach to or affect the interest of Licensor in and to the Property.

#### VI. Responsibility for Damage or Injury

A. As between the parties hereto, the burden or responsibility resulting from liability for loss of life or damage or injury to persons or property, including any suits instituted against either of the parties and judgments, settlements, costs, attorney fees, and incidental expense in connection with any or all thereof, from any cause whatsoever, whether due to negligence or otherwise, shall be and hereby is agreed to be assumed, borne, paid, cared for, adjusted, defended, or otherwise disposed of by the party made responsible therefore in accordance with the provisions of paragraph VI (B), set forth herein below.

#### B. Responsibility of Licensee/Licensor.

Licensee agrees to hold Licensor harmless from the burden or responsibility resulting from any and all liability arising solely as a result of this License Agreement, for loss of life or damage or injury to persons or property occurring within the Property caused by Licensee, its employees, agents or invitees.

Licensor agrees to save Licensee harmless from the burden or responsibility resulting from any and all liability for loss of life or damage or injury to persons or property occurring within the Property caused by Licensor, its employees, agents or invitees.

This Section VI (B) shall extend for the longer of (i) two (2) years beyond the expiration or earlier termination of this License Agreement or (ii) Licensee's surrender and vacation of the Property. The aforementioned two (2) year period shall be further extended for so long as is necessary to conclude any legal actions that may have been commenced during said two (2) year period.

#### VII. Condition of Property and Merger

A. Licensee acknowledges that these Licenses do not and shall not be deemed to

constitute an agreement of or to enter into a joint venture, partnership or lease or a conveyance of the Property by Licensor to Licensee or to confer upon Licensee any right, title, state or interest in the Property. These Licenses grant to Licensee a person privilege only to use and occupy the Property on the terms and conditions set forth herein.

- B. Licensee acknowledges that it has examined the Property and is familiar with the physical condition of the Property. Licensor (or any of its agent and representatives) has not made any representations whatsoever with respect to the condition of the Property, and Licensee hereby expressly acknowledges that no such representations have been made, and Licensee further acknowledges that it has inspected the Property. Licensee agrees to use and occupy the Property at Licensee's expense. It is understood and agreed that all oral or written statements, representations or promises, if any, and all prior negotiations, agreements, and documents are absolutely and completely superseded hereby and merged in this License Agreement, which fully and completely expresses the Agreement between the parties and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this License Agreement, made by the other. Licensee has inspected the Property and is thoroughly acquainted with its condition.

#### VIII. Insurance.

Licensee plans to have all work including installation, maintenance of Equipment conducted by independent contractors. As such, the following are the requirements to be imposed upon each contractor retained by Licensee in conjunction with work performed on Licensor's Property:

The contractor shall purchase and maintain for the life of this agreement the following minimum insurance coverages. The contractor shall also be responsible for assuring that each of its subcontractors and anyone employed directly or indirectly by any contractor or subcontractor provide adequate insurance for the work performed or products supplied by it.

To the extent that any subcontractor will perform services of a personal or professional nature, for which insurance must be maintained by the performer of the services, Contractor agrees to assure that these same insurance requirements will be imposed upon subcontractors, in amounts agreed upon between the contractor and Licensee prior to retaining the subcontractor:

- a. Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit each occurrence for bodily injury and or property damage. Policy to include:
  - Contractual liability coverage insuring the "hold harmless" provision set forth in this Agreement and applicable to both the Licensor and Licensee.
  - Said policy shall be written on an "occurrence" basis.

- b. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and /or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- c. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio, a copy of a certificate of premium payment from the Industrial Commission and Bureau of Worker Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly is acceptable.
- d. If applicable, Professional Liability / Errors & Omissions Insurance in the amount of \$1 million per claim. The definition of wrongful acts must be applicable to the work performed hereunder. As this insurance is written on a claims-made basis, the policy must be maintained for a minimum of two years following completion of the work.
- e. General Requirements:

The contractor shall not commence work on Licensor's Property until it has obtained the required insurance and has received written approval of such insurance by the Licensee. Contractor shall furnish evidence of such insurance in the form of a certificate (Acord or similar form). The certificate shall provide the following:

- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 30 days after the Licensee has received written notice of such change or cancellation from the insurance company. Such notice shall be mailed by certified mail, return receipt requested, to the Licensee care of the Property Manager.
- Name the Licensee and Licensor as additional insureds for liability coverages under a. and b. above for claims arising out of operations in conjunction with this agreement.
- Contain a waiver of subrogation in favor of the Licensee and Licensor.
- Specific reference to this agreement.
- Specific reference to all deductibles & Self Insured Retentions (SIR).

An insurance company having less than an A- X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Licensee. The Licensee shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements & approve any deductibles or SIR.

- f. Approval by the Licensee: Approval of the insurance by the Licensee shall not relieve or decrease the liability of the contractor hereunder. It is to be understood that the Licensee does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the contractor's interests or liabilities.
- g. In the event contractor neglects, refuses or fails to provide the insurance required under this agreement, or if such insurance is canceled for any reason, the Licensee shall have the right but not the duty to procure the same, and cost thereof shall be deducted from moneys then due or thereafter to become due to contractor.

Licensee agrees to provide a letter and certificates of Self-insurance to Licensor evidencing the same coverages and limits conditions referenced above.

#### IX. Assignment and Sublicensing

Licensee, for itself and its successors and assigns, covenants that it shall not assign, sublicense, mortgage or otherwise encumber this License Agreement, nor suffer or permit the Property or any part thereof to be used by other than its employees, agents or invitees. The consent by Licensor to an assignment or sublicense shall not in any way release Licensee from liability hereunder.

#### X. Notices

All notices, offers, consents, and other instruments given pursuant to this License Agreement shall be in writing and shall be validly given to Licensor and Licensee at the addresses first set forth above by:

1. hand delivery, with receipt acknowledged;
2. certified mail, return receipt requested; or
3. personal delivery or courier service guaranteeing overnight delivery, postage prepaid, to the party to be notified.

#### XI. Successors and Assigns

The obligations of this License Agreement shall bind and benefit the successors and assigns of the parties with the same effect as if mentioned in each instance where a party is named or referred to.

#### XII. Amendments to be in Writing

This License Agreement may not be changed or modified, except by a writing signed by Licensor and Licensee.

XIII. Governing Law

This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

XIV. Headings and Table of Contents

The headings of various Sections herein and the Table of Contents have been inserted for convenient reference only and shall not to any extent have the effect of modifying or amending the express terms and provisions of this License Agreement

XV. Right of Access

Licensee shall have the right to access Equipment \_\_\_\_\_ (business hours of Licensor), outside of business hours provided that Licensee gives advance notice of at least twenty-four (24) hours, and/or at any time whereby access is necessary for security purposes.

Nothing contained in this License Agreement shall be construed to limit the access of Licensor, its agents, employees, and other representatives to the Property at any time during the Term. Such access shall be permitted without prior notice thereof to Licensee.

XVI. Removal and Abandonment

Upon termination of this License Agreement, Licensee shall as soon as reasonably practical surrender possession of the Property to Licensor in good condition and repair, ordinary wear and tear excepted, and shall, or within thirty (30) business days thereafter, remove at its own expense from the Property, without damage to the Property, all Equipment, and to restore the Property to its original condition. All such removal shall be accomplished in such a manner as to avoid any interference to any other occupants using the Property. Licensee will reimburse Licensor for any repairs to the Property which result from damages caused by such removal, normal wear and tear excepted.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the date first above written.

LICENSEE: Greater Cleveland Regional  
Transit Authority

LICENSOR:

\_\_\_\_\_  
Joseph A. Calabrese, CEO  
General Manager/Secretary-Treas.  
Greater Cleveland Regional  
Transit Authority

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



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

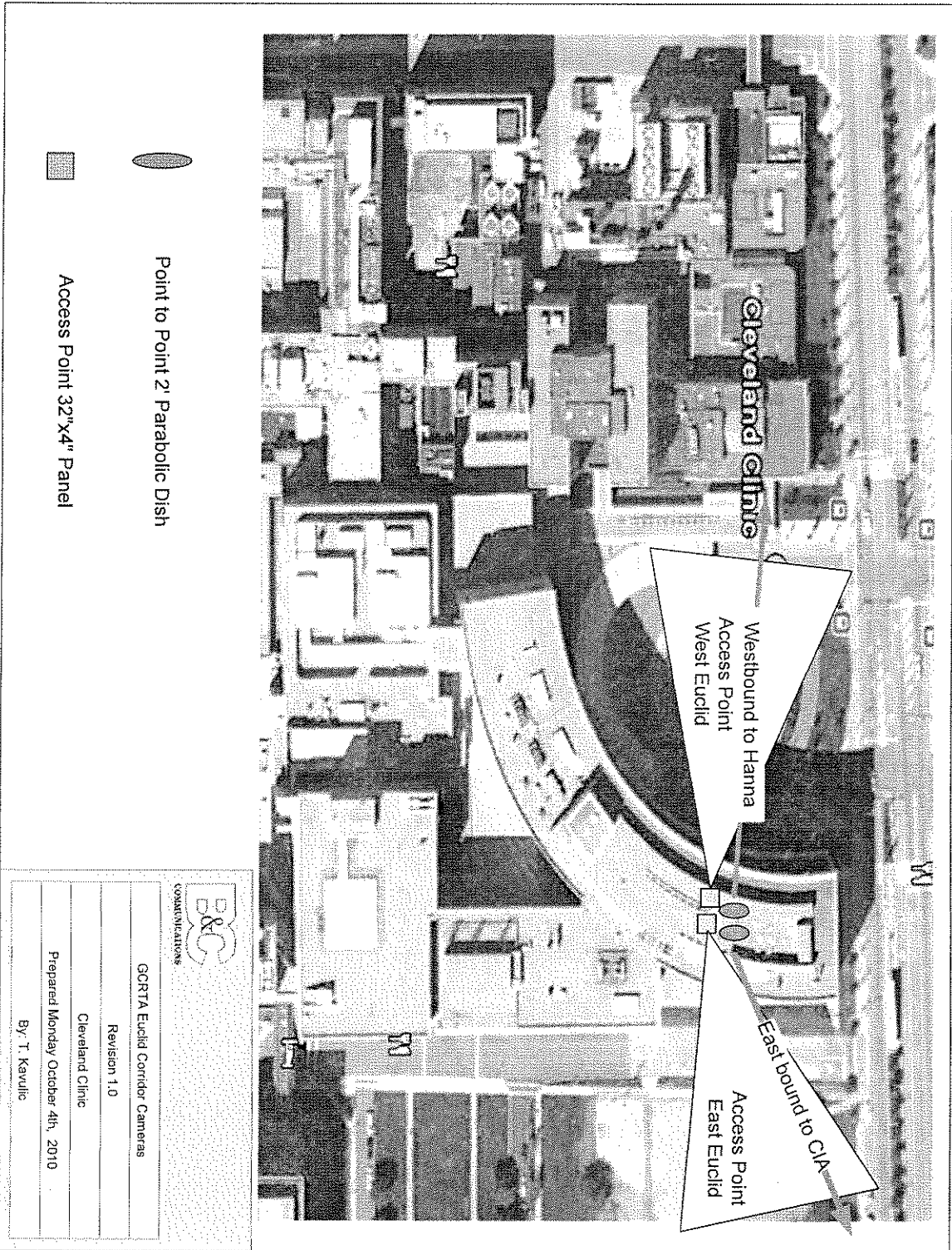
Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
Sheryl King Benford, General Counsel -  
Deputy General Manager for Legal Affairs

ATTACHMENT A



**BRC**  
COMMUNICATIONS

GORTA Euclid Corridor Cameras  
Revision 1.0  
Cleveland Clinic  
Prepared Monday October 4th, 2010  
By: T. Kavilic

## ATTACHMENT B

### PROJECT DESCRIPTION

The Greater Cleveland Regional Transit Authority has just completed the single most important transportation infrastructure improvement project in northern Ohio. This Euclid Corridor Transportation Project supports a new rapid transit system from Public Square in Downtown Cleveland to the Stokes Rapid Transit Station at Windermere in East Cleveland. This bus rapid transit system has connected the central business district (the region's largest employment center) with the University Circle area (the second largest employment center), and major cultural, medical, and educational districts. The Euclid Corridor has linked the region's most critical infrastructure including transportation, banking and finance, public health and health care, government facilities, emergency services, information technology, telecommunications, icons and two major universities.

GCRTA's investment into a wireless camera system for the Euclid Corridor represents the procurement and installation of a multi-agency accessible security camera system along the transportation corridor with live monitoring by the user agencies. The user agencies are both the GCRTA Transit Police Department's Integrated Communications Center, where live monitoring will be conducted, and in the police department patrol cars where the cameras can be accessed by the mobile data terminals (MDT). The other user agencies who will be connected by our existing fiber link will be the Cuyahoga County Emergency Operation Center, Cleveland Police Department and Emergency Operations Center, Cleveland State University Police Department, Cleveland Clinic Police Department, University Circle Police Department, Case Western Reserve University Police Department, and the East Cleveland Police Department all of whom will have live monitoring of the cameras in their dispatch centers for their respective jurisdictions.

This investment will also serve as a catalyst to enable these daring user agencies to integrate the signal from their own existing security cameras into this network resulting in a regional multi-agency accessible security camera network with live monitoring. The signals from all of these cameras will be shared with the regions' First Responders to support the protection of the transportation system as well as the regional critical infrastructure. This proposed investment focuses on regional collaboration, and intelligence sharing and supports virtually in its entirety the National Preparedness Architectural priorities. A central focus of this investment will be the support which it provides to prior security investments (i.e., Canine Explosive Detection, Emergency Services Team, Interoperable Communications, and Mobile Data Terminals in police vehicles for intelligence sharing) that will now be enhanced through the use of multi-agency accessible security camera system with live monitoring.

This investment mirrors and is completely interoperable with a system project under way by the City of Cleveland. Cleveland's project is a wireless broadband network to support build out of their existing mesh and video surveillance network. Their point to multi-point broadband network will provide Cleveland with the ability to add surveillance cameras throughout the city that are in line of sight of their radio towers / building sites. To provide the largest area of potential camera locations in a cost effective manner, the City of Cleveland will utilize eight existing city owned radio tower locations. Each of the site locations will create coverage hot spots inside or near the city of Cleveland's jurisdictional boundaries for cameras and mesh intelligent access points. Cleveland's project does not provide coverage of the Euclid Corridor Transportation Zone. GCRTA's project will separate from Cleveland's project, use the same

equipment and cameras, and is interoperable with Cleveland's system. As indicated previously, the user law enforcement agencies listed above will all have access to this investment's multi-agency accessible security camera system with live monitoring. The City of Cleveland's Department of Public Safety is highly supportive of this investment and the city has agreed to the mounting of this investment's security cameras on the city's traffic poles.

## LICENSE AGREEMENT

This LICENSE AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between MCCULLOUGH CENTER, LLC, an Ohio limited liability company, having an office at 11141 East Boulevard, Cleveland, Ohio 44106, Attention: Grafton J. Nunes (the "Licensor"), and THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, a political subdivision of the State of Ohio, having an office at 1240 W. 6<sup>th</sup> St., Cleveland, Ohio 44113 (the "Licensee").

### WITNESSETH:

WHEREAS, Licensee desires to set in place, maintain, and use security cameras (along with commensurate wiring) in or on a building owned by Licensor and generally referred to as The Joseph McCullough Center (the "Property"), located at 11610 Euclid Avenue, in Cleveland, Ohio, and Licensor desires to permit Licensee to set in place, maintain, and use security cameras and related wiring ("Equipment"), subject to the terms and conditions more particularly set forth therein;

WHEREAS, Licensee acknowledges that the Property is a historic building, listed on the National Register of Historic Places, which has been rehabilitated in accordance with the Standards for Rehabilitation established by the Secretary of Interior;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this License Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### I. Security Camera License

#### A. Grant.

Licensor does hereby grant to Licensee a non-exclusive license to set in place, maintain, and use Equipment in and/or on the Property in the location(s) described in Attachment A, attached hereto and made a part hereof.

#### B. Use.

Licensee shall use such license for purpose of videotaping and, thereby, providing additional security to the Property and adjacent locations, as described in Attachment B, attached hereto and made a part hereof.

### II. Term, Termination and Relocation

#### A. Term.

The License granted herein shall have a perpetual term subject to termination in accordance with the terms set forth below.

## B. Termination.

Licensor may at any time terminate this License Agreement in its sole and absolute discretion upon one hundred twenty (120) days written notice to Licensee; provided, however, Licensor may terminate this License Agreement upon fifteen (15) days prior written notice to Licensee in the event that (i) Licensor reasonably determines that Licensee's use of the Property is likely to have a negative impact on the historic tax credits related to the Property or to cause the Property to be out of compliance with the Standards for Rehabilitation established by the Secretary of Interior, or (ii) Licensee is in default of any material provisions of this License and such default is not cured within such fifteen (15) day period. Upon termination of this License, Licensor shall provide to Licensee such reasonable access to the Property as required to remove Equipment.

## C. Relocation.

Licensee shall relocate the Equipment within thirty (30) days after written request made by Licensor. In the event that Licensee does not so relocate the Equipment within such thirty (30) day period, then Licensor may, in its sole discretion, engage a contractor at Licensee's sole reasonable cost to relocate the Equipment and be responsible for all related loss or damage to the Equipment or terminate this License Agreement upon fifteen (15) days prior written notice to Licensee. Licensee shall reimburse Licensor for such cost within thirty (30) days of the receipt of an approved invoice from Licensor. Without Licensor's prior written consent, Licensee shall not relocate the Equipment or replace the Equipment except replacement of such Equipment with Equipment that will not alter or affect the appearance or Licensor's use of the Property.

## III. Duties and Consideration

### A. Licensor's Duties.

Licensor shall have no duty to Licensee to repair, maintain, construct or reconstruct any of the Property that is subject to the foregoing License. Licensee hereby acknowledges and agrees that its use of the Property and the installation of the Equipment shall be at Licensee's sole risk, that it accepts the Property in its AS-IS condition with all faults, and that Licensor shall have no obligation or responsibility with respect to the installation, maintenance, care or protection of the Equipment. Licensor agrees however to be responsible for damage to or loss of the equipment to the extent that it results from Licensor's fault or negligence.

### B. Licensee's Duties.

Licensee shall use the license in such a way as to avoid damage to or other destruction of the Property, ordinary wear and tear excepted. In the event Licensee caused any damage to or deterioration of the Property other than ordinary wear and tear, Licensee shall repair and/or reconstruct, at Licensee's

sole cost, the Property to the extent so damaged or deteriorated. In the event Licensee shall fail to repair or reconstruct such damage or deterioration within thirty (30) days of the date of written notice from Licensor (or to commence and diligently pursue such repair and/or reconstruction if it cannot be completed in thirty (30) days), Licensor may make such repairs and/or reconstruction at Licensee's cost. Licensee shall reimburse Licensor for such cost within ten (10) days of the receipt of an invoice from Licensor.

#### C. Consideration.

For and in consideration of Licensee providing to Licensor access to video feed from the Equipment at no cost to Licensor, Licensor has waived any and all fees associated with this License agreement, except as specifically provided for herein. In this regard, Licensee shall, at no cost to Licensor, assist, and cooperate with, Licensor to enable Licensor to access such video feed. Licensor shall be responsible for purchasing any hardware or software needed to run or view the video feed in its building or information system.

#### IV. Compliance with Laws, Etc.

Licensee shall comply with and cause any and all use of the Property to comply with all laws, ordinances, regulations, and other governmental rules, orders and determinations now or hereafter enacted, made or issued, whether or not presently contemplated, applicable to the Property or the use thereof and all other contracts (including insurance policies), agreements, covenants, conditions, and restrictions currently existing applicable to the Property or the ownership, occupancy or use thereof. Licensee shall not create or suffer to exist any violation or lien or any public or private nuisance or hazardous or blighted condition on or with respect to the Property. Licensee shall not do anything to prevent the Property from being at all times in a neat, clean and sanitary condition.

#### V. Liens

Licensee will promptly remove and discharge (by bonding or otherwise) any charge, lien, security interest or other encumbrance upon the Property or sum payable hereunder that arises by reason in connection with the Licensee's use of the Property, within ten (10) days of the filing thereof. Except to the extent that Licensor performs work in or on the Property, notice is hereby given that Licensor will not be liable for any labor, services or materials furnished or to be furnished to Licensee or to anyone holding the Property or any part thereof through or under Licensee, and that no mechanic's or other liens or charge for any such labor, services or materials shall attach to or affect the interest of Licensor in and to the Property.

#### VI. Responsibility for Damage or Injury

- A. As between the parties hereto, the burden or responsibility resulting from liability for loss of life or damage or injury to persons or property, including any suits

instituted against either of the parties and judgments, settlements, costs, attorney fees, and incidental expense in connection with any or all thereof, from any cause whatsoever, whether due to negligence or otherwise, shall be and hereby is agreed to be assumed, borne, paid, cared for, adjusted, defended, or otherwise disposed of by the party made responsible therefore in accordance with the provisions of paragraph VI (B), set forth herein below.

B. Responsibility of Licensee/Licensor.

Licensee agrees to Licensor harmless from the burden or responsibility resulting from any and all liability arising solely and directly as a result of this License Agreement or Licensee's use of the Property, for loss of life or damage or injury to persons or property occurring within or about the Property caused by or resulting solely and directly from the willful conduct or negligence of the Licensee, its employees, agents or invitees or caused by or resulting from the Equipment.

Licensor agrees to save Licensee harmless from the burden or responsibility resulting from any and all liability for loss of life or damage or injury to persons or property occurring within the Property solely and directly caused by Licensor, its employees, agents or invitees.

This Section VI (B) shall extend for the longer of (i) two (2) years beyond the expiration or earlier termination of this License Agreement or (ii) Licensee's surrender and vacation of the Property. The aforementioned two (2) year period shall be further extended for so long as is necessary to conclude any legal actions that may have been commenced during said two (2) year period.

VII. Condition of Property and Merger

- A. Licensee acknowledges that these Licenses do not and shall not be deemed to constitute an agreement of or to enter into a joint venture, partnership or lease or a conveyance of the Property by Licensor to Licensee or to confer upon Licensee any right, title, state or interest in the Property. These Licenses grant to Licensee a privilege only to use and occupy the Property on the terms and conditions set forth herein.
- B. Licensee acknowledges that it has examined the Property and is familiar with the physical condition of the Property. Licensor (or any of its agent and representatives) has not made any representations whatsoever with respect to the condition of the Property, and Licensee hereby expressly acknowledges that no such representations have been made, and Licensee further acknowledges that it has inspected the Property. Licensee agrees to use and occupy the Property at Licensee's sole expense and risk, except as otherwise provided in this License Agreement. It is understood and agreed that all oral or written statements, representations or promises, if any, and all prior negotiations, agreements, and documents are absolutely and completely superseded hereby and merged in this License Agreement, which fully and completely expresses the Agreement between the parties and that the same is entered into after full



investigation, neither party relying upon any statement or representation, not embodied in this License Agreement, made by the other. Licensee has inspected the Property and is thoroughly acquainted with its condition.

#### VIII. Insurance.

Licensee plans to have all work including installation, maintenance of Equipment conducted by independent contractors. As such, the following are the requirements to be imposed upon each contractor retained by Licensee in conjunction with work performed on Licensor's Property:

The contractor shall purchase and maintain for the life of this agreement the following minimum insurance coverages. The contractor shall also be responsible for assuring that each of its subcontractors and anyone employed directly or indirectly by any contractor or subcontractor provide adequate insurance for the work performed or products supplied by it.

To the extent that any subcontractor will perform services of a personal or professional nature, for which insurance must be maintained by the performer of the services, Contractor agrees to assure that these same insurance requirements will be imposed upon subcontractors, in amounts agreed upon between the contractor and Licensee prior to retaining the subcontractor:

- a. Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit each occurrence for bodily injury and or property damage. Policy to include:
  - Contractual liability coverage insuring the "hold harmless" provision set forth in this Agreement and applicable to both the Licensor and Licensee.
  - Said policy shall be written on an "occurrence" basis.
- b. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and /or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- c. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio, a copy of a certificate of premium payment from the Industrial Commission and Bureau of Worker Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly is acceptable.

- d. If applicable, Professional Liability / Errors & Omissions Insurance in the amount of \$1 million per claim. The definition of wrongful acts must be applicable to the work performed hereunder. As this insurance is written on a claims-made basis, the policy must be maintained for a minimum of two years following completion of the work.

e. General Requirements:

The contractor shall not commence work on Licensor's Property until it has obtained the required insurance and has received written approval of such insurance by the Licensee. Contractor shall furnish evidence of such insurance in the form of a certificate (Acord or similar form). The certificate shall provide the following:

- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 30 days after the Licensee has received written notice of such change or cancellation from the insurance company. Such notice shall be mailed by certified mail, return receipt requested, to the Licensee care of the Property Manager.
- Name the Licensee and Licensor as additional insureds for liability coverages under a. and b. above for claims arising out of operations in conjunction with this agreement.
- Contain a waiver of subrogation in favor of the Licensee and Licensor.
- Specific reference to this agreement.
- Specific reference to all deductibles & Self Insured Retentions (SIR).

An insurance company having less than an A- X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Licensee. The Licensee shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements & approve any deductibles or SIR.

- f. Approval by the Licensee: Approval of the insurance by the Licensee shall not relieve or decrease the liability of the contractor hereunder. It is to be understood that the Licensee does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the contractor's interests or liabilities.
- g. Licensee shall notify Licensor if contractor neglects, refuses, or fails to provide the insurance required under this agreement. Contractor's insurance provider shall be required to notify Licensor and Licensee thirty (30) days prior to non-renewal, cancellation, or reduction of the insurance required by this agreement. In the event contractor neglects, refuses or fails to provide the insurance required under this agreement, or if such insurance is canceled for any reason, the Licensee shall have the right but not the duty to procure the same, and cost thereof shall be deducted from moneys then due or thereafter to become due to contractor.

Licensee agrees to provide a letter and certificates of Self-insurance to Licensor evidencing the same coverages and limits conditions referenced above.

#### IX. Assignment and Sublicensing

Licensee, for itself and its successors and assigns, covenants that it shall not assign, sublicense, mortgage or otherwise encumber this License Agreement, nor suffer or permit the Property or any part thereof to be used by other than its employees, agents or invitees. The consent by Licensor to an assignment or sublicense shall not in any way release Licensee from liability hereunder.

#### X. Notices

All notices, offers, consents, and other instruments given pursuant to this License Agreement shall be in writing and shall be validly given to Licensor and Licensee at the addresses first set forth above by:

1. hand delivery, with receipt acknowledged;
2. certified mail, return receipt requested; or
3. personal delivery or courier service guaranteeing overnight delivery, postage prepaid, to the party to be notified.

All notices of an urgent nature shall also be made to Licensee's Transit Police dispatch office which can be reached 24 hours each day at 216-566-5163. Verbal notification to this dispatch office does not eliminate the requirement of written communication as specified above.

#### XI. Successors and Assigns

The obligations of this License Agreement shall bind and benefit the successors and assigns of the parties with the same effect as if mentioned in each instance where a party is named or referred to.

#### XII. Amendments to be in Writing

This License Agreement may not be changed or modified, except by a writing signed by Licensor and Licensee.

#### XIII. Governing Law

This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

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#### XV. Right of Access

Licensee shall have the right to access Equipment during Licensor's normal business hours, provided that Licensee gives advance notice of at least twenty-four (24) hours, and outside of business hours provided that Licensee gives advance notice of at least thirty-six (36) hours; provided, however, no prior notice shall be required in the case of emergency.

#### XVI. Removal and Abandonment

Upon termination of this License Agreement, Licensee shall as soon as reasonably practical surrender possession of the Property to Licensor in good condition and repair, ordinary wear and tear excepted, and shall, within thirty (30) business days after the termination of this License Agreement, remove at its own expense from the Property, without damage to the Property, all Equipment, and to restore the Property to its original condition. All such removal shall be accomplished in such a manner as to avoid any interference to any other occupants using the Property. Licensee will reimburse Licensor for any repairs to the Property which result from damages caused by such removal, normal wear and tear excepted.

[No further text on this page. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the date first above written.

LICENSEE: Greater Cleveland Regional  
Transit Authority

\_\_\_\_\_  
Joseph A. Calabrese, CEO  
General Manager/Secretary-Treas.  
Greater Cleveland Regional  
Transit Authority

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

LICENSOR: McCullough Center, LLC  
an Ohio limited liability company

By: McCullough Center Holdings, Inc.  
Its: Manager

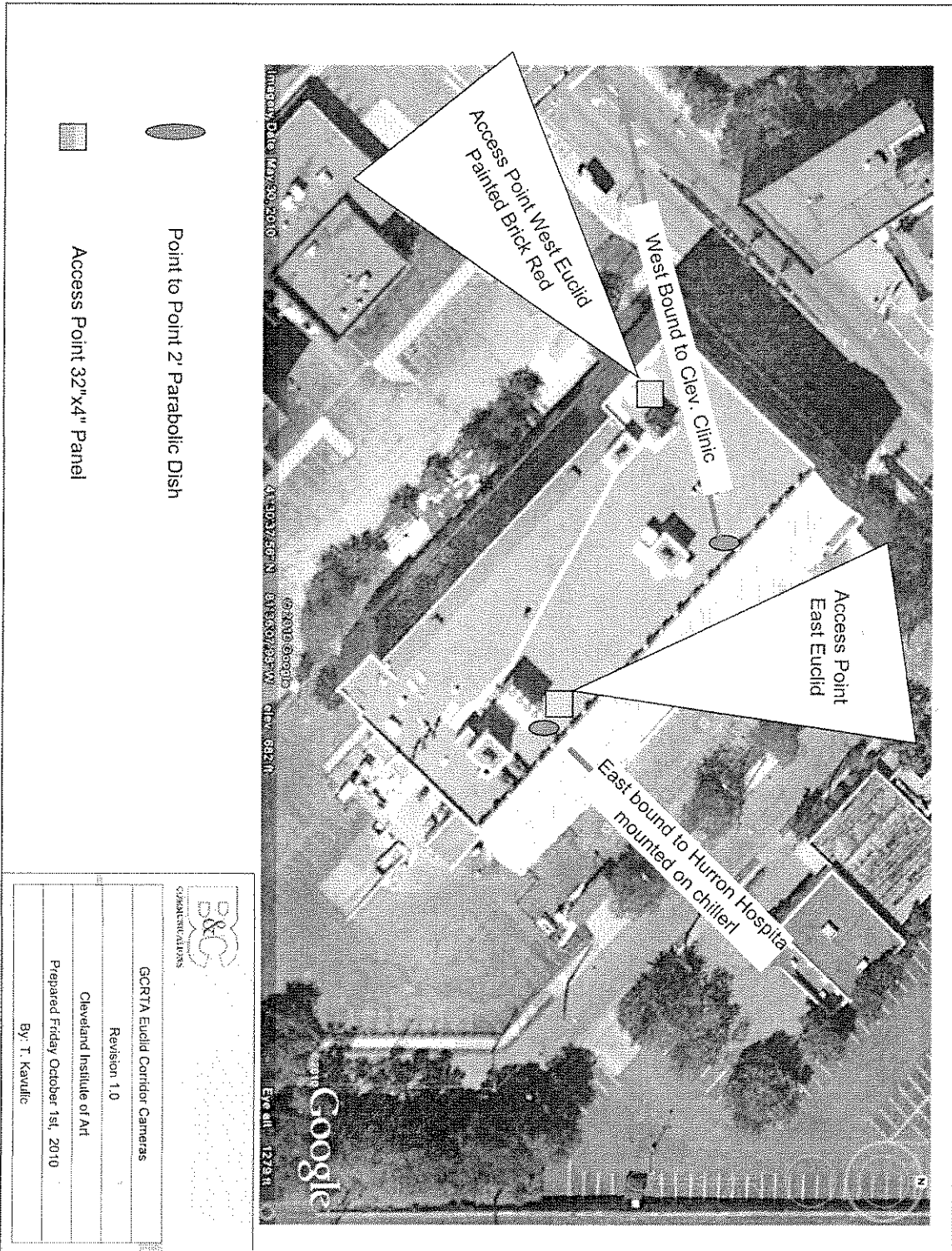
By: \_\_\_\_\_  
Grafton J. Nunes, its President

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

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

\_\_\_\_\_  
Sheryl King Benford, General Counsel -  
Deputy General Manager for Legal Affairs

ATTACHMENT A



## ATTACHMENT B

### PROJECT DESCRIPTION

The Greater Cleveland Regional Transit Authority has just completed the single most important transportation infrastructure improvement project in northern Ohio. This Euclid Corridor Transportation Project supports a new rapid transit system from Public Square in Downtown Cleveland to the Stokes Rapid Transit Station at Windermere in East Cleveland. This bus rapid transit system has connected the central business district (the region's largest employment center) with the University Circle area (the second largest employment center), and major cultural, medical, and educational districts. The Euclid Corridor has linked the region's most critical infrastructure including transportation, banking and finance, public health and health care, government facilities, emergency services, information technology, telecommunications, icons and two major universities.

The investment into a wireless camera system for the Euclid Corridor represents the procurement and installation of a multi-agency accessible security camera system along the transportation corridor with live monitoring by the user agencies. The user agencies are both the GCRTA Transit Police Department's Integrated Communications Center, where live monitoring will be conducted, and in the police department patrol cars where the cameras can be accessed by the mobile data terminals (MDT). The other user agencies who will be connected by our existing fiber link will be the Cuyahoga County Emergency Operation Center, Cleveland Police Department and Emergency Operations Center, Cleveland State University Police Department, Cleveland Clinic Police Department, University Circle Police Department, Case Western Reserve University Police Department, and the East Cleveland Police Department all of whom will have live monitoring of the cameras in their dispatch centers for their respective jurisdictions.

This investment will also serve as a catalyst to enable these daring user agencies to integrate the signal from their own existing security cameras into this network resulting in a regional multi-agency accessible security camera network with live monitoring. The signals from all of these cameras will be shared with the regions' First Responders to support the protection of the transportation system as well as the regional critical infrastructure. This proposed investment focuses on regional collaboration, and intelligence sharing and supports virtually in its entirety the National Preparedness Architectural priorities. A central focus of this investment will be the support which it provides to prior security investments (i.e., Canine Explosive Detection, Emergency Services Team, Interoperable Communications, and Mobile Data Terminals in police vehicles for intelligence sharing) that will now be enhanced through the use of multi-agency accessible security camera system with live monitoring.

This investment mirrors and is completely interoperable with a system project under way by the City of Cleveland. Cleveland's project is a wireless broadband network to support build out of their existing mesh and video surveillance network. Their point to multi-point broadband network will provide Cleveland with the ability to add surveillance cameras throughout the city that are in line of sight of their radio towers / building sites. To provide the largest area of potential camera locations in a cost effective manner, the City of Cleveland will utilize eight existing city owned radio tower locations. Each of the site locations will create coverage hot spots inside or near the city of Cleveland's jurisdictional boundaries for cameras and mesh intelligent access points. Cleveland's project does not provide coverage of the Euclid Corridor Transportation Zone. RTA's project will separate from Cleveland's project, use the same

equipment and cameras, and is interoperable with Cleveland's system. As indicated previously, the user law enforcement agencies listed above will all have access to this investment's multi-agency accessible security camera system with live monitoring. The City of Cleveland's Department of Public Safety is highly supportive of this investment and the city has agreed to the mounting of this investment's security cameras on the city's traffic poles.



## LICENSE AGREEMENT

This LICENSE AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between CLEVELAND CLINIC HEALTH SYSTEM, an Ohio not-for-profit corporation, having an office at 9500 Euclid Avenue in Cleveland, Ohio 44195 (the "Licensor") and THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, a political subdivision of the State of Ohio, having an office at 1240 W. 6<sup>th</sup> St., Cleveland, Ohio 44113 (the "Licensee").

### WITNESSETH:

WHEREAS, Licensee desires to set in place, maintain, and use security cameras (along with commensurate wiring) in or on a building owned by Licensor and generally referred to as the parking garage at Huron Hospital (the "Property"), located at 13951 Terrace Rd., in East Cleveland, Ohio, and Licensor desires to permit Licensee to set in place, maintain, and use security cameras and related wiring ("Equipment"), subject to the terms and conditions more particularly set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this License Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### I. Security Camera License

##### A. Grant.

Licensor does hereby grant to Licensee an exclusive license to set in place, maintain, and use Equipment in and/or on the Property in the location(s) described in Attachment A, attached hereto and made a part hereof.

##### B. Use.

Licensee shall use such license for purpose of videotaping and, thereby, providing additional security to the Property and adjacent locations, as described in Attachment B, attached hereto and made a part hereof.

#### II. Term, Termination and Relocation

##### A. Term.

The License granted herein shall have a perpetual term subject to termination in accordance with the terms set forth below.

##### B. Termination.

Licensor may terminate this License Agreement only upon one hundred twenty (120) days written notice to Licensee. Licensee may terminate this License

Agreement at any time, provided that reasonably sufficient notice is given to Licensor of access required to remove Equipment.

C. Relocation.

Licensor may not relocate any Equipment without written notice to Licensee of at least thirty (30) days of the need for relocation. If thirty (30) days elapses and Licensee does not relocate the Equipment, then Licensor may relocate the Equipment, provided however, that Licensor assumes responsibility for any and all damage occurring to the Equipment during the relocation.

III. Duties and Consideration

A. Licensor's Duties.

Licensor shall have no duty to Licensee to repair, maintain, construct or reconstruct any of the Property that is subject to the foregoing License.

B. Licensee's Duties.

Licensee shall use the license in such a way as to avoid damage to or other destruction of the Property, ordinary wear and tear excepted. In the event Licensee caused any damage to or deterioration of the Property other than ordinary wear and tear, Licensee shall repair and/or reconstruct, at Licensee's sole cost, the Property to the extent so damaged or deteriorated. In the event Licensee shall fail to repair or reconstruct such damage or deterioration within thirty (30) days of the date of written notice from Licensor (or to commence and diligently pursue such repair and/or reconstruction if it cannot be completed in thirty (30) days), Licensor may make such repairs and/or reconstruction at Licensee's cost. Licensee shall reimburse Licensor for such cost within ten (10) days of the receipt of an invoice from Licensor.

C. Consideration.

For and in consideration of Licensor's access to video feed from the Equipment, Licensor has waived any and all fees associated with this License agreement, except as specifically provided for herein.

IV. Compliance with Laws, Etc.

Licensee shall comply with and cause any and all use of the Property to comply with all laws, ordinances, regulations, and other governmental rules, orders and determinations now or hereafter enacted, made or issued, whether or not presently contemplated, applicable to the Property or the use thereof and all other contracts (including insurance policies), agreements, covenants, conditions, and restrictions currently existing applicable to the Property or the ownership, occupancy or use thereof. Licensee shall not create or suffer to exist any violation or lien or any public or private nuisance or

hazardous or blighted condition on or with respect to the Property. Licensee shall not do anything to prevent the Property from being at all times in a neat, clean and sanitary condition.

#### V. Liens

Licensee will promptly remove and discharge (by bonding or otherwise) any charge, lien, security interest or other encumbrance upon the Property or sum payable hereunder that arises by reason in connection with the Licensee's use of the Property, within ten (10) days of the filing thereof. Except to the extent that Licensor performs work in the Property, notice is hereby given that Licensor will not be liable for any labor, services or materials furnished or to be furnished to Licensee or to anyone holding the Property or any part thereof through or under Licensee, and that no mechanic's or other liens or charge for any such labor, services or materials shall attach to or affect the interest of Licensor in and to the Property.

#### VI. Responsibility for Damage or Injury

A. As between the parties hereto, the burden or responsibility resulting from liability for loss of life or damage or injury to persons or property, including any suits instituted against either of the parties and judgments, settlements, costs, attorney fees, and incidental expense in connection with any or all thereof, from any cause whatsoever, whether due to negligence or otherwise, shall be and hereby is agreed to be assumed, borne, paid, cared for, adjusted, defended, or otherwise disposed of by the party made responsible therefore in accordance with the provisions of paragraph VI (B), set forth herein below.

#### B. Responsibility of Licensee/Licensor.

Licensee agrees to hold Licensor harmless from the burden or responsibility resulting from any and all liability arising solely as a result of this License Agreement, for loss of life or damage or injury to persons or property occurring within the Property caused by Licensee, its employees, agents or invitees.

Licensor agrees to save Licensee harmless from the burden or responsibility resulting from any and all liability for loss of life or damage or injury to persons or property occurring within the Property caused by Licensor, its employees, agents or invitees.

This Section VI (B) shall extend for the longer of (i) two (2) years beyond the expiration or earlier termination of this License Agreement or (ii) Licensee's surrender and vacation of the Property. The aforementioned two (2) year period shall be further extended for so long as is necessary to conclude any legal actions that may have been commenced during said two (2) year period.

#### VII. Condition of Property and Merger

A. Licensee acknowledges that these Licenses do not and shall not be deemed to

constitute an agreement of or to enter into a joint venture, partnership or lease or a conveyance of the Property by Licensor to Licensee or to confer upon Licensee any right, title, state or interest in the Property. These Licenses grant to Licensee a person privilege only to use and occupy the Property on the terms and conditions set forth herein.

- B. Licensee acknowledges that it has examined the Property and is familiar with the physical condition of the Property. Licensor (or any of its agent and representatives) has not made any representations whatsoever with respect to the condition of the Property, and Licensee hereby expressly acknowledges that no such representations have been made, and Licensee further acknowledges that it has inspected the Property. Licensee agrees to use and occupy the Property at Licensee's expense. It is understood and agreed that all oral or written statements, representations or promises, if any, and all prior negotiations, agreements, and documents are absolutely and completely superseded hereby and merged in this License Agreement, which fully and completely expresses the Agreement between the parties and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this License Agreement, made by the other. Licensee has inspected the Property and is thoroughly acquainted with its condition.

#### VIII. Insurance.

Licensee plans to have all work including installation, maintenance of Equipment conducted by independent contractors. As such, the following are the requirements to be imposed upon each contractor retained by Licensee in conjunction with work performed on Licensor's Property:

The contractor shall purchase and maintain for the life of this agreement the following minimum insurance coverages. The contractor shall also be responsible for assuring that each of its subcontractors and anyone employed directly or indirectly by any contractor or subcontractor provide adequate insurance for the work performed or products supplied by it.

To the extent that any subcontractor will perform services of a personal or professional nature, for which insurance must be maintained by the performer of the services, Contractor agrees to assure that these same insurance requirements will be imposed upon subcontractors, in amounts agreed upon between the contractor and Licensee prior to retaining the subcontractor:

- a. Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit each occurrence for bodily injury and or property damage. Policy to include:
  - Contractual liability coverage insuring the "hold harmless" provision set forth in this Agreement and applicable to both the Licensor and Licensee.
  - Said policy shall be written on an "occurrence" basis.

- b. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and /or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- c. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio, a copy of a certificate of premium payment from the Industrial Commission and Bureau of Worker Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly is acceptable.
- d. If applicable, Professional Liability / Errors & Omissions Insurance in the amount of \$1 million per claim. The definition of wrongful acts must be applicable to the work performed hereunder. As this insurance is written on a claims-made basis, the policy must be maintained for a minimum of two years following completion of the work.
- e. General Requirements:

The contractor shall not commence work on Licensor's Property until it has obtained the required insurance and has received written approval of such insurance by the Licensee. Contractor shall furnish evidence of such insurance in the form of a certificate (Acord or similar form). The certificate shall provide the following:

- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 30 days after the Licensee has received written notice of such change or cancellation from the insurance company. Such notice shall be mailed by certified mail, return receipt requested, to the Licensee care of the Property Manager.
- Name the Licensee and Licensor as additional insureds for liability coverages under a. and b. above for claims arising out of operations in conjunction with this agreement.
- Contain a waiver of subrogation in favor of the Licensee and Licensor.
- Specific reference to this agreement.
- Specific reference to all deductibles & Self Insured Retentions (SIR).

An insurance company having less than an A- X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Licensee. The Licensee shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements & approve any deductibles or SIR.

- f. Approval by the Licensee: Approval of the insurance by the Licensee shall not relieve or decrease the liability of the contractor hereunder. It is to be understood that the Licensee does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the contractor's interests or liabilities.
- g. In the event contractor neglects, refuses or fails to provide the insurance required under this agreement, or if such insurance is canceled for any reason, the Licensee shall have the right but not the duty to procure the same, and cost thereof shall be deducted from moneys then due or thereafter to become due to contractor.

Licensee agrees to provide a letter and certificates of Self-insurance to Licensor evidencing the same coverages and limits conditions referenced above.

#### IX. Assignment and Sublicensing

Licensee, for itself and its successors and assigns, covenants that it shall not assign, sublicense, mortgage or otherwise encumber this License Agreement, nor suffer or permit the Property or any part thereof to be used by other than its employees, agents or invitees. The consent by Licensor to an assignment or sublicense shall not in any way release Licensee from liability hereunder.

#### X. Notices

All notices, offers, consents, and other instruments given pursuant to this License Agreement shall be in writing and shall be validly given to Licensor and Licensee at the addresses first set forth above by:

1. hand delivery, with receipt acknowledged;
2. certified mail, return receipt requested; or
3. personal delivery or courier service guaranteeing overnight delivery, postage prepaid, to the party to be notified.

#### XI. Successors and Assigns

The obligations of this License Agreement shall bind and benefit the successors and assigns of the parties with the same effect as if mentioned in each instance where a party is named or referred to.

#### XII. Amendments to be in Writing

This License Agreement may not be changed or modified, except by a writing signed by Licensor and Licensee.

XIII. Governing Law

This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

XIV. Headings and Table of Contents

The headings of various Sections herein and the Table of Contents have been inserted for convenient reference only and shall not to any extent have the effect of modifying or amending the express terms and provisions of this License Agreement

XV. Right of Access

Licensee shall have the right to access Equipment \_\_\_\_\_ (business hours of Licensor), outside of business hours provided that Licensee gives advance notice of at least twenty-four (24) hours, and/or at any time whereby access is necessary for security purposes.

Nothing contained in this License Agreement shall be construed to limit the access of Licensor, its agents, employees, and other representatives to the Property at any time during the Term. Such access shall be permitted without prior notice thereof to Licensee.

XVI. Removal and Abandonment

Upon termination of this License Agreement, Licensee shall as soon as reasonably practical surrender possession of the Property to Licensor in good condition and repair, ordinary wear and tear excepted, and shall, or within thirty (30) business days thereafter, remove at its own expense from the Property, without damage to the Property, all Equipment, and to restore the Property to its original condition. All such removal shall be accomplished in such a manner as to avoid any interference to any other occupants using the Property. Licensee will reimburse Licensor for any repairs to the Property which result from damages caused by such removal, normal wear and tear excepted.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the date first above written.

LICENSEE: Greater Cleveland Regional  
Transit Authority

LICENSOR:

\_\_\_\_\_  
Joseph A. Calabrese, CEO  
General Manager/Secretary-Treas.  
Greater Cleveland Regional  
Transit Authority

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

Title: \_\_\_\_\_

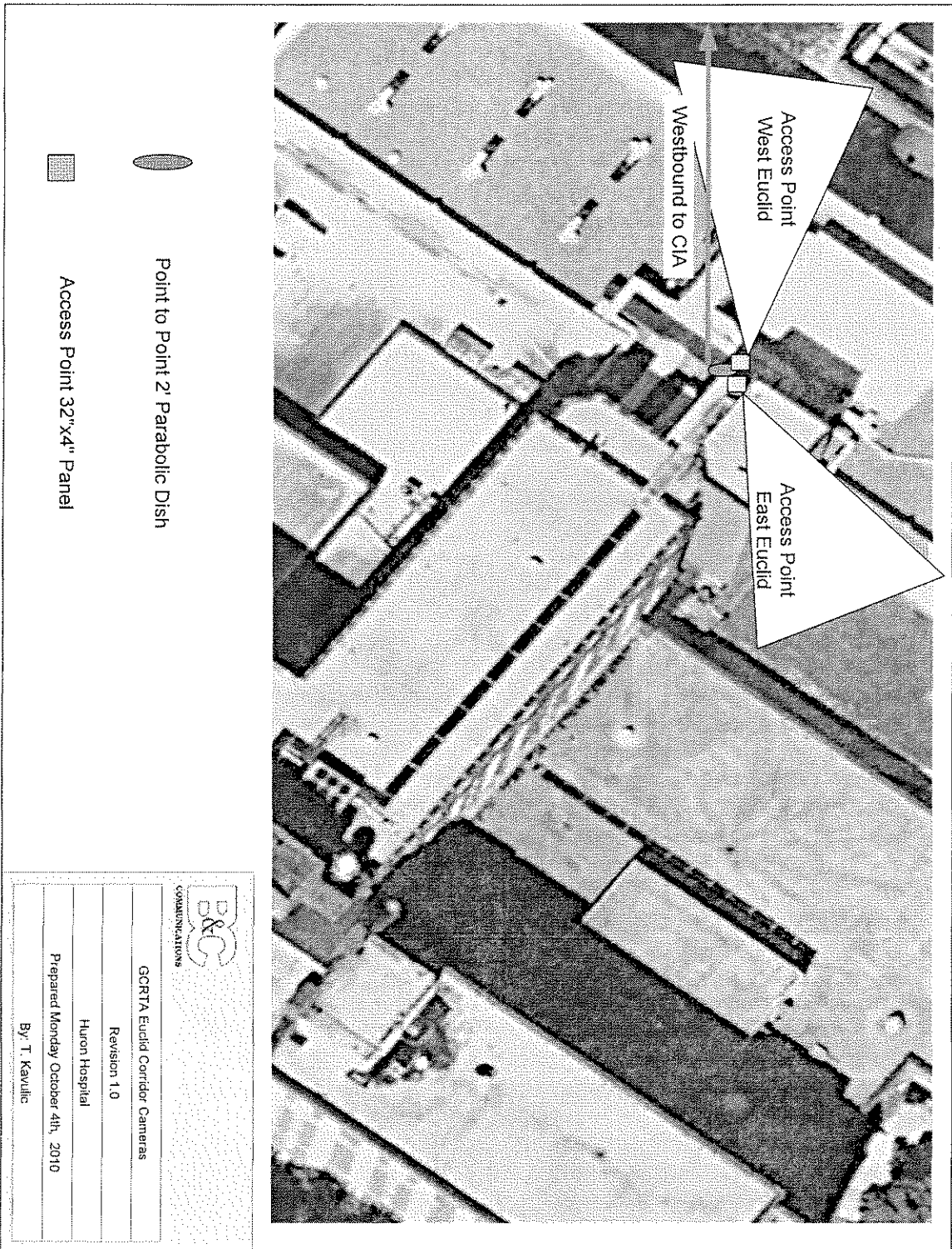
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Sheryl King Benford, General Counsel -  
Deputy General Manager for Legal Affairs



ATTACHMENT A



## ATTACHMENT B

### PROJECT DESCRIPTION

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Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

<b>TITLE/DESCRIPTION:</b>		<b>Resolution No.:</b> 2011-16
<b>CONTRACT:</b>	AGREEMENTS WITH VARIOUS BUILDING OWNERS FOR THE RIGHT TO INSTALL EQUIPMENT NEEDED FOR A MULTI-AGENCY SECURITY CAMERA SYSTEM ON EUCLID AVENUE	<b>Date:</b> February 10, 2011
<b>VENDOR:</b>	CITY OF CLEVELAND; COUNTY OF CUYAHOGA; PSC HANNA BUILDING LLC; CLEVELAND CLINIC HEALTH SYSTEM; AND MCCULLOUGH CENTER LLC	<b>Initiator:</b> Programming and Planning
<b>AMOUNT:</b>	NO COST TO THE AUTHORITY	
<b>ACTION REQUEST:</b>		
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____		

1.0 **PURPOSE/SCOPE:** GCRTA wishes to enter into agreements with the City of Cleveland and several private property owners for the right to install cameras and wireless equipment on traffic poles and on building rooftops in order to operate a state of the art multi-agency security camera system along Euclid Avenue to supplement existing security measures on the HealthLine.

2.0 **DESCRIPTION/JUSTIFICATION:** It is necessary to install cameras at street level and wireless equipment on rooftops in order to capture video of Euclid Avenue and transmit the information wirelessly back to GCRTA Transit Police and to partner police agencies along the Corridor (City of Cleveland police, CSU police, East Cleveland police, University Circle police, Case Western Reserve University police, and the Cleveland Clinic police).

GCRTA's contractor has determined where this equipment needs to be located and GCRTA has negotiated no-cost license agreements with each property owner. The property owners have the ability to terminate the agreements upon providing notice to GCRTA. For this reason, this resolution also grants the General Manager the right to enter into similar agreements with other property owners should the GCRTA determine that it needs to change the location of the equipment due to termination of an agreement, an interference caused by new construction, or a frequency interference. This will ensure that the wireless capability will not be interrupted if equipment needs to be moved on short notice.

3.0 **PROCUREMENT BACKGROUND:** N/A. The locations were determined based upon the technical criteria for the Multi-Agency Security Camera System and which parties would likely enter into an agreement with GCRTA at no cost.

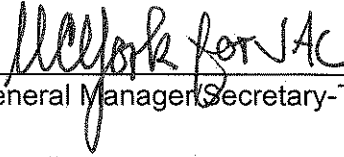
4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Not Applicable

5.0 **POLICY IMPACT:** This action is compliant with the Board of Trustees' Real Estate Procedures that specify the Board of Trustees must approve all license agreements with a term that exceeds three (3) years.

6.0 **ECONOMIC IMPACT:** N/A. There is no cost to the Authority to utilize these properties.

- 7.0 ALTERNATIVES: None. These agreements are necessary for the operation of the wireless security system.
- 8.0 RECOMMENDATION: Staff recommends that the Board of Trustees approve the resolution to authorize entering into agreements with various property owners for the right to install equipment needed for the Multi-Agency Security Camera System along Euclid Avenue.
- 9.0 ATTACHMENTS: None. Draft license agreements are attached to Resolution.

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



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CEO, General Manager/Secretary-Treasurer