

RESOLUTION NO. 2011-28

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A LICENSE AGREEMENT WITH THE PORTAGE AREA REGIONAL TRANSIT AUTHORITY FOR THE NON-EXCLUSIVE USE OF THE SOUTHGATE TRANSIT CENTER

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") owns the property at 20900 Libby Road in Maple Heights, Ohio commonly known as the Southgate Transit Center; and

WHEREAS, the Portage Area Regional Transit Authority ("PARTA") currently operates bus service to Cuyahoga County through use of the Authority's Southgate Transit Center for pick up and drop off of passengers; and

WHEREAS, PARTA wishes to continue using the Southgate Transit Center on a year-to-year basis indefinitely into the future; and

WHEREAS, the Authority wishes to partner with PARTA by providing a convenient transfer point for customers of the two transit systems; and

WHEREAS, the Authority has determined that the Southgate Transit Center can accommodate continued use by PARTA.

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 the attached license agreement with PARTA for use of the Southgate Transit Center.

Section 2. That the initial term shall be March 31, 2011 through March 31, 2012. This license shall automatically renew for additional annual terms unless terminated by one of the parties pursuant to the terms of the license agreement.

Section 3. That there shall be no charge for PARTA's use of this facility.

Section 4. That the General Manager/Secretary-Treasurer be, and is hereby authorized to enter into the license agreement with PARTA for use of the Greater Cleveland Regional Transit Authority property identified above in the form of Attachment A hereto.

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

Attachment A: License Agreement

Adopted: March 22, 2011



\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
CEO/ General Manager/Secretary-Treasurer

# ATTACHMENT A

## LICENSE TO ENTER UPON LANDS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

In consideration of the permission granted by the Greater Cleveland Regional Transit Authority, a political subdivision of the State of Ohio, whose mailing address is 1240 West 6th Street, Cleveland, Ohio 44113-1331 ("Licensor" or "RTA"), to Portage Area Regional Transit Authority, whose mailing address is 2000 Summit Rd., Kent, OH 44240 ("Licensee" or "PARTA"), to enter upon the lands of Licensor located at 20900 Libby Road, Maple Heights, Ohio 44137 and known as the Southgate Transit Center ("Facility"), Licensee, its agents, employees, customers, and invitees agree to perform, provide, and abide by the following:

1. Licensee shall limit its use of the Facility to the following: PARTA's Cleveland Express Service will pull through RTA's Southgate Transit Center with no layover in order to pick up and drop off bus passengers.

Such activities are to be conducted in a manner that will not interfere with Licensor's use and the use of Licensor's business invitees of the Facility.

2. Licensee shall pay to Licensor as and for consideration for this grant of license the sum of Zero Dollars (\$0.00) per month.

3. Licensee is granted the right to occupy the premises from March 31, 2011 through March 31, 2012. This License will automatically renew for another annual term unless notice is given in writing to the other party thirty (30) days prior to term expiration. Upon expiration of right, the Licensee will remove itself and all property associated with its occupation of the premises within 24 hours of term expiration. Failure to do so will result in removal by Licensor at the sole cost of Licensee. This license agreement may be terminated by either party with thirty (30) days notice to the other party.

4. Licensee shall remove all refuse and debris generated in the course of its use of the Facility.

5. Licensee shall abide by all directives issued from time to time by Licensor.

6. As a public institution, Licensee is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, Licensee agrees to be liable for the acts and omission of its officers, employees, and agents engaged in the scope of their employment arising under this Agreement, and (ii) Licensee shall indemnify, hold harmless, and defend Licensor, its officers, employees, agents, and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including but not limited to attorney's fees and worker's compensation benefits which the Licensor, its officers or employees may hereafter sustain, incur, or be required to pay, arising solely out of or by reason of any act or omission of Licensee, its agents, servants, or employees for any damage, loss, injury, or theft pertaining to this agreement. The foregoing shall not be construed as an obligation to indemnify Licensor for Licensor's losses arising out of the negligent acts of Licensor or its officers, employees, agents and volunteers.

# ATTACHMENT A

7. Licensee shall provide upon execution of this Agreement evidence of commercial general liability insurance covering Licensee's operation with minimum coverage of \$5,000,000 per occurrence and auto liability insurance in the amount of \$5,000,000 per occurrence. The evidence of such coverage shall be provided to Licensor listing Licensor as holder of such Certificate of Coverage. Licensee shall also obtain statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all of its employees and provide evidence to Licensor of premium payment from the Bureau of WC or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

8. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio and that any claims arising from this Agreement shall be brought in the courts within Cuyahoga County, Ohio.

9. Any notice concerning this License must be in writing and will be deemed sufficiently given when sent by certified or registered mail if sent to the following respective addresses of each party. Notice to the Licensor shall be made to: GCRTA, 1240 W. 6th Street, Cleveland, OH 44113 Attn: Property Manager. Notice to the Licensee shall be made to: PARTA, 2000 Summit Rd., Kent, OH 44240 Attn: Joseph R. Yensel.

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

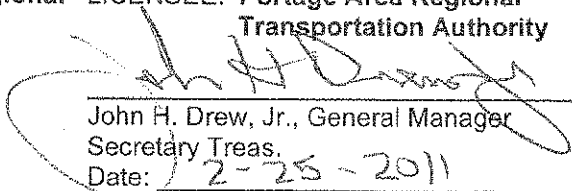
11. Any modification of this License or additional obligation assumed by either party in connection with this License will be binding only if evidenced in writing and signed by each party.

12. This License is personal in nature. Any assignment or attempted assignment shall serve to immediately terminate all rights in the assignor. Licensor may terminate this License for any reason as it sees fit. Subparagraph six (6) above shall survive such termination. By entering upon the lands of the Licensor, Licensee thereby agrees to be bound to the terms and conditions herein recited.

LICENSOR: **Greater Cleveland Regional  
Transit Authority**

LICENSEE: **Portage Area Regional  
Transportation Authority**

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

  
\_\_\_\_\_  
John H. Drew, Jr., General Manager  
Secretary Treas.  
Date: 2-25-2011

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

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



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

TITLE/DESCRIPTION:  CONTRACT: LICENSE AGREEMENT FOR USE OF SOUTHGATE TRANSIT CENTER  VENDOR: PORTAGE AREA REGIONAL TRANSIT AUTHORITY ("PARTA")	Resolution No.: 2011-28
	Date: March 17, 2011
	Initiator: Programming and Planning
ACTION REQUEST: X Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: The Portage Area Regional Transit Authority operates bus service in Portage County. It offers service to Cuyahoga County through use of RTA's Southgate Transit Center. This is a convenient location to pick up and drop off passengers using both transit systems due to the number of RTA connections located at Southgate.
- 2.0 DESCRIPTION/JUSTIFICATION: RTA wishes to support PARTA by allowing its continued use of the Southgate Transit Center. The proposed license agreement will automatically renew on a year-to-year basis until either party wishes to terminate this arrangement pursuant to the terms of the agreement. It makes business sense to provide a convenient location for transfers between the systems and RTA is more than willing to support such requests from other transit authorities.
- 3.0 PROCUREMENT BACKGROUND: Not Applicable
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Not Applicable
- 5.0 POLICY IMPACT: This action is compliant with the Board of Trustees Real Estate Policy that specifies the Board of Trustees must approve all agreements with a term greater than three (3) years.
- 6.0 ECONOMIC IMPACT: While this license agreement does not directly provide additional revenue to the Authority, it does provide a convenient transfer point for customers and potentially increases ridership.
- 7.0 ALTERNATIVES: Reject PARTA's request to use the Southgate Transit Center.
- 8.0 RECOMMENDATION: Staff recommends that the Board of Trustees approve the resolution to authorize entering into a license agreement with PARTA for use of the Southgate Transit Authority.
- 9.0 ATTACHMENTS: None.

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