

RESOLUTION NO. 2011-102

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A NO-COST LICENSE AGREEMENT WITH CLEVELAND-CUYAHOGA COUNTY PORT AUTHORITY TO PLACE A BUS SHELTER ON ITS PROPERTY LOCATED AT 6801 BRECKSVILLE ROAD, INDEPENDENCE, OHIO FOR A TERM OF FIVE (5) YEARS WITH AUTOMATIC YEARLY RENEWAL THEREAFTER

WHEREAS, the Cleveland-Cuyahoga County Port Authority ("Port") owns property at 6801 Brecksville Road, Independence, Ohio commonly known as the Independence Technology Center ("Premises"); and

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") wishes place a bus shelter on the Premises at the intersection of Selig Drive to better serve GCRTA customers; and

WHEREAS, the Port is willing to enter into a License Agreement to allow GCRTA to install a bus shelter on the Premises.

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 Cleveland-Cuyahoga County Port Authority for the purpose of installing and maintaining a bus shelter on the Premises and for incidental purposes related to such purpose.

Section 2. That the license agreement term shall be five (5) years which shall automatically renew thereafter on a year-to-year basis unless either party terminates the agreement with ninety (90) days prior written notice.

Section 3. That the annual rent for each year shall be Zero Dollars (\$0.00).

Section 4. That the General Manager/Secretary-Treasurer be, and is hereby authorized to enter into the license agreement in the form of Attachment A hereto and to allow the agreement to renew on a year-to-year basis after the initial term.

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

Attachment A: Lease Agreement

Adopted: November 15, 2011



President

Attest:



CEO, General Manager/Secretary-Treasurer

ATTACHMENT A

BUS SHELTER LICENSE AGREEMENT

This Agreement ("Agreement") made and entered into on the date(s) specified below, by and between Cleveland-Cuyahoga County Port Authority ("Licensor") with a business address of 1375 East 9th Street, Suite 2300, Cleveland, OH 44114 and the Greater Cleveland Regional Transit Authority ("Licensee"), with a business mailing address of 1240 W. 6th St., Cleveland, OH 44113.

WHEREAS, Licensor is the owner of the realty located at 6801 Brecksville Rd., Independence, OH 44131 and identified by Cuyahoga County as Permanent Parcel Number 562-11-007; and

WHEREAS, it is to the mutual benefit of the parties for Licensee to use certain areas of Licensor's realty ("premises") for a bus shelter; and

WHEREAS, Licensee's passengers and invitees of Licensor's tenant also will mutually benefit from such use.

NOW, THEREFORE, in consideration of the mutual benefits received by each party, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. GRANT OF LICENSE

Licensor hereby grants to Licensee an irrevocable License coupled with an interest to use, subject to the terms and conditions of this Agreement, those portions of Licensor's premises, together with rights of ingress and egress, designated on Exhibit "A" attached hereto and made a part hereof.

II. LIMITATION TO DESCRIBED PURPOSE

The premises may be used by Licensee solely for a bus shelter for bus passengers, and for incidental purposes related to such purpose, during the term of this Agreement.

III. CONSIDERATION

Licensor and Licensee acknowledge that they will mutually benefit from the bus shelter, and also that invitees of Licensor's tenant and Licensee's passengers will benefit from such bus shelter. Such mutual benefits and expense constitute the consideration for this Agreement.

IV. TERM

Licensee agrees to construct and operate such bus shelter upon the premises for a period of five (5) years from the date of execution hereof, subject to automatic renewal on a year-to-year basis; provided, however, that, after the initial five (5) year term, either party may terminate this Agreement with ninety (90) days prior written notice.

ATTACHMENT A

V. INDEMNIFICATION

Licensee's liability is governed by the provisions of Ohio Revised Code Chapter 2744 and other laws of Ohio.

VI. GOVERNING LAW

It is understood and agreed that this License Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, courts of Cuyahoga County.

VII. NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below.

VIII. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

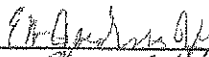
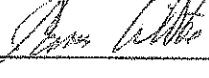
IX. MODIFICATION OF AGREEMENT


Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party.

IN WITNESS THEREOF, each party to this agreement has caused it to be executed at Cleveland, Ohio, on the date(s) indicated below.

Licensors: **Cleveland-Cuyahoga County
Port Authority**
1375 East 9th Street, Suite 2300
Cleveland, OH 44114

Witnesses:

By:  10/5/2011
Date

Its: President / CEO

Licensee: **Greater Cleveland Regional
Transit Authority**
1240 West 6th Street
Cleveland, Ohio 44113-1331

ATTACHMENT A

Witnesses:

By:

Joseph A. Calabrese
CEO, General Manager and
Secretary-Treasurer

Date

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

Deputy General Manager-Legal Affairs



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION:	Resolution No.: 2011- 102
CONTRACT: LICENSE AGREEMENT FOR BUS SHELTER	Date: November 10, 2011
VENDOR: CLEVELAND-CUYAHOGA COUNTY PORT AUTHORITY	Initiator: Programming and Planning
AMOUNT: \$0.00/YEAR	
ACTION REQUEST: X Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: GCRTA wishes to place a bus shelter on property owned by the Cleveland-Cuyahoga County Port Authority. The license agreement shall have a five (5) year term and shall renew thereafter on a year-to-year basis.
- 2.0 DESCRIPTION/JUSTIFICATION: The bus shelter is being installed to better serve RTA customers who will be working in the newly expanded Independence Technology Center.
- 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 Procedures that specify the Board of Trustees must approve all license agreements with a term greater than three (3) years.
- 6.0 ECONOMIC IMPACT: None. This is a no-cost license agreement.
- 7.0 ALTERNATIVES: Recommend that GCRTA does not install a bus shelter at this location.
- 8.0 RECOMMENDATION: Staff recommends that the Board of Trustees approve the resolution to authorize entering into a license agreement and place a bus shelter at this location.
- 9.0 ATTACHMENTS: None.

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

CEO, General Manager/Secretary-Treasurer