

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 195

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LICENSE AGREEMENT WITH THE CLEVELAND CLINIC FOUNDATION FOR THE USE OF CERTAIN AREAS AT THE WALTER F. EHRSFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville (hereinafter "City") is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville; and

WHEREAS, The Cleveland Clinic Foundation (hereinafter "Clinic") is an Ohio non-profit, corporation principally located in the City of Cleveland, Ohio; and

WHEREAS, in order to carry out the public purpose of providing for the health and welfare of the people in the State of Ohio and City of Strongsville, by enhancing the availability, efficiency and economy of Hospital Facilities (as defined in Section 140.01(E) of the Ohio Revised Code) and the services rendered thereby, available to the public without discrimination by reason of race, creed, color, or national origin, the City has determined to allow the Clinic to provide certain patient aquatic rehabilitation services in the Recreation Center for the purposes set forth in the License Agreement attached hereto as Exhibit A; and

WHEREAS, therefore, the City and Clinic are desirous of entering into such License Agreement on the terms and conditions set forth in the Agreement, and for a term of three (3) years commencing on January 1, 2025 through December 31, 2027.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO BY TWO-THIRDS VOTE OF ITS MEMBERS:

**Section 1.** That this Council hereby finds and determines that allowing The Cleveland Clinic Foundation to provide certain patient aquatic rehabilitation services in the Walter F. Ehrnfelt Recreation & Senior Center, at 18100 Royalton Road, Strongsville, Ohio, as set forth in the License Agreement attached hereto as Exhibit A, is in furtherance of a public purpose and in the best interest of the City.

**Section 2.** That this Council accordingly authorizes and directs the Mayor to enter into a three (3) year License Agreement with The Cleveland Clinic Foundation, an Ohio non-profit corporation, commencing on January 1, 2025 through December 31, 2027, substantially in accordance with the terms and conditions set forth in the License Agreement attached hereto.

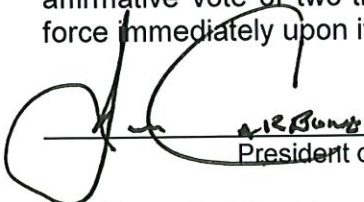
**Section 3.** That any funds required for the implementation of this Ordinance will be paid from the Multi-Purpose Complex Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of

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this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is in the best interest of the City to enter into a License Agreement with the Clinic in order to provide certain health-related aquatic services at the City's Recreation Center. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

  
 \_\_\_\_\_  
 President of Council  
 Date Passed: 12 16 2024

Approved: Thomas B. Susner  
 Mayor

Date Approved: Dec. 16, 2024

Attest: Maralene Beach  
 acting Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	_____
Clark	<u>✓</u>	_____
Kaminski	<u>absent</u>	_____
Kosek	<u>✓</u>	_____
Roff	<u>✓</u>	_____
Short	<u>✓</u>	_____
Spring	<u>✓</u>	_____

Ord. No. 2024-195 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. 12/14/24 Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. suspend Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. suspend Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 12/14/24 Defeated: \_\_\_\_\_

## License Agreement

This License Agreement (the "License"), dated as of the latest date of signature below, is by and between the City of Strongsville, for and on behalf of its Parks & Recreation Department, located at 16099 Foltz Parkway, Strongsville, OH 44149 (the "Licensor"), and The Cleveland Clinic Foundation, an Ohio nonprofit corporation, located at 9500 Euclid Avenue, Cleveland, OH 44195 (the "Licensee").

### A. Grant of License:

For and in consideration of the fees set forth in Exhibit A attached hereto and made a part hereof, Licensor hereby grants Licensee the right to use the indoor Activity Pool and Lap Pool (collectively, the "Licensed Area") as scheduled in advance in accordance with Exhibit A, as well as the locker room on the lower floor of the Ehrnfelt Recreation & Senior Center located at 18100 Royalton Road, Strongsville, OH 44136 (the "Premises") for the purpose of patient aquatic rehabilitation (the "Permitted Use") during such days and hours each week (the "Scheduled Use") as may be determined by mutual agreement of the parties effective January 1, 2025 (the "Commencement Date") and continuing through December 31, 2027 (the "Term"). The parties acknowledge and agree that during the Scheduled Use Licensee shall have the exclusive use of the Licensed Area or such portions of it as are being used for the Permitted Use.

### B. Licensee agrees as follows:

1. To provide to Licensor a Certificate of Liability Insurance as evidence that it has for the entire term of the License comprehensive general liability insurance for bodily injury and property damage, combined in a minimum amount of \$1,000,000.00 for each claim and \$3,000,000.00 aggregate.
2. To accept the Licensed Area in its "as is" condition without any express or implied warranty by Licensor or its agent or representatives concerning any matter relating to the Licensed Area.
3. To operate in accordance with all applicable laws, rules, ordinances, and regulations of any federal, state, local, or other governmental authority and in accordance with the rules and regulations applicable to the Licensed Area.
4. If any government approvals, licenses or permits are required in connection with Licensee's occupancy and use of said Licensed Area, then Licensee shall be responsible for obtaining such approvals, licenses and permits at Licensee's sole cost and expense. Copies of any and all required permits, licenses and approvals shall be provided to Licensor upon request.
5. Not to injure, damage or deface said Licensed Area and to properly dispose of all garbage and leave the Licensed Area in the same condition as existed prior to the commencement of this License.
6. To use the Licensed Area solely for patient aquatic rehabilitation.

**C. Licensor agrees as follows:**

1. To provide to Licensee a Certificate of Liability Insurance as evidence that it has for the entire term of the License comprehensive general liability insurance for bodily injury and property damage, combined in a minimum amount of \$1,000,000.00 for each claim and \$2,000,000.00 aggregate.
2. To operate in accordance with all applicable laws, rules, ordinances, and regulations of any federal, state, local, or other governmental authority and in accordance with the rules and regulations applicable to the Premises.
3. To provide Licensee with full use of the Licensed Area, including but not limited to, the locker room with wheelchair accessible locker facilities; and aquatic equipment, including but not limited to kickboards and flotation devices.
4. To staff the Licensed Area during Licensee's use of the Licensed Area.

**D. Additional Conditions**

1. Licensee's right to use the Licensed Area shall commence on the Commencement Date and shall expire at the end of the Term, provided however, that this License is terminable by either Licensor or Licensee for any reason upon thirty (30) day written notice to the other at the contact information stated below. Notice shall be given by personal delivery, or by courier or overnight delivery by a recognized national delivery or local courier service. Either party may change its contact information by notifying the other party in writing. Notice shall be deemed given upon receipt, or delivery refused, at the following addresses:

To Licensee at:

The Cleveland Clinic Foundation  
9500 Euclid Avenue (A41)  
Cleveland, OH 44195  
Attention: Sr. Director, Rehabilitation & Sports Therapy

with a copy to:

The Cleveland Clinic Foundation  
9500 Euclid Avenue (HS1-02)  
Cleveland, OH 44195  
Attention: Sr. Director, Real Estate

and to:

The Cleveland Clinic Foundation  
3050 Science Park Drive (AC321)  
Beachwood, OH 44122

Attention: Sr. Counsel, Real Estate

To Licensor at:  
City of Strongsville  
Parks & Recreation Department  
16099 Foltz Parkway  
Strongsville, OH 44149  
Attention: Thomas Perciak, Mayor

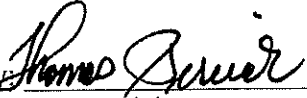
2. Licensor and Licensee each reserve the right to the control and use of their respective names, copyrights, symbols, trademarks and service marks in advertising, promotional materials or otherwise.
3. Licensee shall not assign the License and shall not sublicense the Licensed Area or any part thereof or any right or privilege appurtenant thereto, without the prior written consent of Licensor, which consent may be granted or withheld by Licensor in its sole discretion. Any such assignment or sublicense without the prior written consent of Licensor shall be void and have no force or effect.
4. An authorized representative of each party shall execute this License and all notices given by such party hereunder. Licensee represents and warrants that the individual(s) executing this License is authorized to bind Licensee to the rights, obligations, conditions and terms set forth in this License. Licensor represents and warrants that the individual(s) executing this License has full power and authority to grant this License and is authorized to bind Licensor to the rights, obligations, conditions and terms set forth herein.
5. Except for the parties' attorneys, accountants and financial advisors, neither party shall disclose to any third party the terms or conditions of this License without the express written consent of the other party. If either Licensor or Licensee discloses the terms or conditions of this License to any permitted third party, it shall cause such third party to abide by the confidentiality provision hereof. In the event of a breach of this provision, the disclosing party shall be responsible to the other party for any damages resulting from such breach.
6. All terms and conditions of this License shall terminate upon expiration of this License.

[SIGNATURES ARE ON FOLLOWING PAGE]

It is agreed that this License will be in force when signed by both parties.

**LICENSOR:**

City of Strongsville

By:   
Thomas Perciak  
Mayor

Date: Dec. 16, 2024

**LICENSEE:**

**The Cleveland Clinic Foundation**

By: \_\_\_\_\_  
Gary Calabrese  
Sr. Director, Rehabilitation &  
Sports Therapy

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

**EXHIBIT A**

**LICENSE FEES, SCHEDULING AND INVOICING**

- *From January 1, 2025 through December 31, 2027, Licensee shall pay to Licensor a fee of Eighteen and 00/100 Dollars (\$18.00) per patient per visit.*
- *Licensee shall schedule all patient visits with Licensor through Epic on such days and times as are mutually agreed to between the parties.*
- *Licensee shall pay Licensor the fees due for its use of the Licensed Area monthly in arrears within thirty (30) days of Licensee's receipt of an invoice from Licensor.*