



CITY OF BROADVIEW HEIGHTS  
RESOLUTION NO. 2025-02

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LICENSE AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT FOR POLICE TRAFFIC FACILITIES AND DECLARING AN EMERGENCY**

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into a License agreement between the City of Broadview Heights and the Board of Park Commissioners of the Cleveland Metropolitan Park District for police traffic facilities in the City of Broadview Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into a License agreement between the City of Broadview Heights and The Board of Park Commissioners of the Cleveland Metropolitan Park District for police traffic facilities as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 13<sup>th</sup> day of January, 2025

Robert Boldt, President of Council

Samuel J. Alai, Mayor

January 13, 2025

Date

Attest: Robin Parsons, Clerk of Council

January 13, 2025

Date

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), is made and entered into on the 13<sup>th</sup> day of January, 2025, by and between THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT ("Cleveland Metroparks"), a political subdivision of the state of Ohio, with its principal offices located at 4101 Fulton Parkway, Cleveland, Ohio, 44144, and Steven Raiff, Chief of Police on behalf of the City of Broadview Heights Police Department, with its principal office located 9543 Broadview Road, Broadview Heights, Ohio 44147 (the "Licensee").

### WITNESSETH:

WHEREAS, Cleveland Metroparks operates a Police Department, the law enforcement branch of the Cleveland Metroparks, with a primary objective of providing a safe and accessible environment for Cleveland Metroparks more than 43 million annual visitors across the over 25,000 acres of Cleveland Metroparks land; and,

WHEREAS, the City/Village of City of Broadview Heights operates a Police Department with a primary objective to provide a safe environment for the residents and visitors of Broadview Heights and has the need for use of a shooting range for training police officers; and,

WHEREAS, Cleveland Metroparks is the owner of the Police Training Center, located in the Mill Stream Run Reservation of the Cleveland Metropolitan Park District, and incurs costs to maintain such facility; and

WHEREAS, the Police Training Center includes facilities that could be used by Licensee to conduct certain training; and

WHEREAS, Licensee has agreed to so operate said facilities in accordance with and subject to the terms and conditions as hereinafter set forth; and

WHEREAS, Cleveland Metroparks and Licensee desire to enter into this Agreement as hereinafter provided for a modest annual fee which will assist with the annual maintenance and operation costs.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements provided for herein, the parties hereto mutually agree as follows:

1. Grant of License. Subject to the terms and conditions of this Agreement, Cleveland Metroparks hereby grants to Licensee a license to occupy and use, on dates and times preapproved by Cleveland Metroparks as more fully set forth below, the range and classroom in the Police Training Center, (located at 9485 Eastland Road Strongsville Ohio 44149) in the Mill Stream Run Reservation of the Cleveland Metropolitan Park District (the "Facility"). Licensee may use the Facility only to conduct training activities.

2. Training Activity Times and Locations. At least two (2) weeks before holding a Training Activity at the Facility, Licensee shall contact Cleveland Metroparks Police Department and request permission to hold the Training Activity. Such request shall include the date and time of the proposed Training Activity, the specific area of the facility Licensee proposes using, and a description of the Training Activity. Cleveland Metroparks will use reasonable efforts to accommodate Licensee's preferred Training Activity date, time, and location, but reserves the right to require Licensee to choose a different date, time, or location for its Training Activity or to disallow the Training Activity at the Facility. Cleveland Metroparks may disallow any Training Activity for any reason whatsoever. Cleveland Metroparks' decision to permit Training Activity does not reflect in any way Cleveland Metroparks' approval of or opinion regarding the safety of the Training Activity or the suitability of the Facility to house the Training Activity.

3. Term of License. The Agreement shall be in effect commencing on the date of Cleveland Metroparks' execution and delivery of this Agreement to Licensee and shall be in effect for one (1) year (the "Initial Term"). Upon expiration of the Initial Term, the License shall be deemed automatically renewed under the same terms and conditions for additional successive terms of one year each, unless at least thirty (30) days prior to the end of any term, either party gives notice to the other that it does not wish to extend the term of the Agreement. Cleveland Metroparks reserves the right to terminate the License at any time and for any reason upon thirty (30) days' notice to Licensee. In the event of termination, Cleveland Metroparks will use reasonable efforts to accommodate any Training Activity already agreed to and scheduled by the Parties.

4. Payment. Upon execution of this License Agreement, Licensee shall pay an annual fee of \$750.00 which permits Licensee to use the facility for (\_\_\_\_) training activities per year.

5. Conditions.

a. Licensee shall require all police officers or trainees participating in a Training Activity at the Facility to sign a waiver, which waiver shall name Cleveland Metroparks as a released party.

b. During all Training Activities, Licensee shall have personnel at the Facility who are qualified to provide the training being offered. To the extent required by federal, state, or other law or regulation, Licensee shall ensure that all instructors and/or supervisors for its Training Activities have any and all requisite certifications.

c. Licensee will provide all necessary safety equipment for the Training Activities.

d. Licensee shall be solely responsible for any required set up at the Facility.

e. The following additional conditions apply to Licensee's use of the range:

i. Licensee may not train on the use of or bring to the range or allow any of its employees, agents, or trainees to use at the range any fully automatic fire weapons or explosives.

ii. The range may be used only between the hours of 9:00 a.m. (EST) and 3:00 p.m. (EST).

6. Park Regulations. The use of the Facility shall be subject to the Park Rules and Regulations, which same may from time to time be changed or amended by the Board of Park Commissioners. Applicable provisions of said Rules and Regulations shall be in effect and enforced by Licensee and the Cleveland Metroparks. Said Rules and Regulations are available online at <https://codelibrary.amlegal.com/codes/clevelandmetroparks/latest/overview>.

7. Compliance with Laws. Licensee's use of the Facility shall comply with all applicable laws, ordinances, rules, and regulations of all public authorities, having any jurisdiction over the Facility or any part thereof or over the Training Activities.

8. Insurance.

a. Commercial General Liability Insurance. Throughout the term of this Agreement, Licensee shall maintain commercial general liability insurance insuring itself against claims for bodily injury (including death), personal injury and property damage occasioned by reason of the activities conducted by Licensee and its employees, agents and trainees on Cleveland Metroparks property. Such policy of insurance shall have a combined single limit of not less than \$1,000,000 per occurrence and shall name Cleveland Metroparks as additional insured. A certificate of insurance evidencing the aforementioned insurance shall be provided upon execution of this Agreement.

b. Commercial Automobile Insurance. Throughout the term of the License Agreement, Licensee shall maintain commercial automobile liability insurance for owned, hired, and non-owned automobiles, insuring against claims for bodily injury (including death) and property damage, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence shall name Cleveland Metroparks as additional insured. A certificate of insurance evidencing the aforementioned insurance shall be provided upon execution of this Agreement.

c. All such insurance shall be placed with insurance companies listed in the latest edition of "Bcst's Insurance and Key Ratings" with a policy rating of at least A and a financial size of Class X.

9. Acceptance of Risk and Indemnification.

a. Licensee Responsibility. Licensee acknowledges that the safety of its staff, agents and trainees during the Training Activities (including arriving to and departing the Training Activities) are solely the responsibility of Licensee. Licensee will take all necessary precautions to ensure the safety of its employees, agents and trainees. By beginning any Training Activity, Licensee acknowledges that it has inspected the portion of the Facility where the

Training Activity will occur and found it to be a safe and appropriate site for the Training Activity.

b. Acceptance of Risk. Cleveland Metroparks shall not, in any case or under any circumstances, be liable or responsible for any damage to property or injury to persons or death suffered or sustained during the Training Activities, no matter how caused or occasioned. Licensee assumes all risk and liability for and in connection with the Training Activities.

c. Indemnification. To the extent permitted by law, Licensee shall indemnify, hold harmless, and, if requested, defend Cleveland Metroparks, its affiliates, and their successors, assigns, officers, commissioners, directors, employees, volunteers, and agents from and against, and shall give Cleveland Metroparks prompt notice of any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees and other costs of defense, relating to, arising out of, or resulting from this Agreement or the Training Activities, provided that any such claim, damage, loss, or expense is not solely attributable to the wrongful acts or omissions of Cleveland Metroparks. In any and all claims against Cleveland Metroparks or its affiliates, successors, assigns, officers, commissioners, directors, employees, volunteers, or agents, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Licensee shall cause each agreement between it and any of its subcontractors to contain an indemnification provision for the benefit of Cleveland Metroparks or its affiliates, successors, assigns, officers, commissioners, directors, employees, volunteers, or agents.

10. Miscellaneous.

a. Notice. Whenever under this Agreement Notice is to be made, delivered or given, it shall be made, delivered to, or given in writing and shall be deemed to have been duly made, delivered or given by mail or by nationally recognized overnight courier service or otherwise against a receipt therefore. Such notice must be addressed to the parties hereto at the following addresses:

Steven Raiff  
Chief of Police  
City of Broadview Heights Police Department  
9543 Broadview Road  
Broadview Heights, Ohio 44147

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CLEVELAND METROPARKS  
4101 Fulton Parkway, Cleveland, Ohio 44144  
Attn: Chief Executive Officer  
With a copy to: Chief Legal & Ethics Officer

Either party may, by notice given to the other party in accordance with this Paragraph, designate another address for receipt of notice hereunder. Either party may waive the provisions of this Paragraph and accept service by acknowledging receipt of an electronic communication and confirming that it will not require notice in accordance with the terms of this Paragraph.

b. Amendment. This Agreement may not be amended or modified at any time except by an instrument in writing executed by the parties.

c. No Waiver. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by any party of any breach of any term, provision or covenant, herein contained, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such breach or of the breach of any other term, provision or covenant, representation or warranty.

d. Governing Law; Jurisdiction. The Parties agree that this Agreement shall be governed by the laws of the State of Ohio regardless of Ohio choice of laws principals. All actions arising from or relating to this Agreement or the Training Activities or a claim of breach of this Agreement may be instituted and prosecuted only in a federal or state court located in Cuyahoga County, Ohio, and the Parties consent to the exercise of personal jurisdiction by and exclusive venue in such courts.

e. Counterparts. This Agreement may be executed in two or more Counterparts, each of which shall be

deemed an original, but all of which together shall constitute one and the same instrument.

f. Effect of Electronic Signature. By entering into this Agreement, the Parties agree on behalf of themselves, their officers, employees, subcontractors, sub-grantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

g. Public Records. Licensee acknowledges that this Agreement and other records in the possession or control of Cleveland Metroparks regarding the Training Activities may be public records under Ohio Revised Code Section 149.43 and may be open to public inspection unless a legal exemption applies.

h. Publicity. Licensee shall not discuss this Agreement or its contents with the media, use the Cleveland Metroparks name or logos or issue any press release or other public statement related hereto, unless authorized in writing by Cleveland Metroparks, which authorization may be withdrawn by Cleveland Metroparks at any time. Publicity prohibited hereunder shall include, but not be limited to, press releases, press interviews, magazine articles, trade show displays, customer lists, web sites, social media sites, Licensee success stories and present or prospective client references. Nothing in this Agreement shall be construed to grant Licensee or any other individual or entity any rights in and/or to the name, any trademark, any logo, and/or any other property of Cleveland Metroparks.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to execute this Agreement on the date first set forth above.

BOARD OF PARK COMMISSIONERS OF THE  
CLEVELAND METROPOLITAN PARK DISTRICT

By: \_\_\_\_\_  
Chief Kelly Stillman

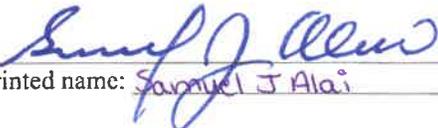
Approved as to legal form:  
Rosalina M. Fini, JD, Chief Legal & Ethics Officer

and

CITY/VILLAGE OF City of Broadview Heights  
Police Department

Approved as to legal form:

By: \_\_\_\_\_  
\_\_\_\_\_, Chief of Police  
[Printed name]

  
Printed name: Samuel J Alai