

ORDINANCE NO. 63-25

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF MEDINA COMMUNITY RECREATION CENTER, AND CLEVELAND CLINIC CHILDREN'S HOSPITAL FOR REHABILITATION, FOR USE OF A PORTION OF THE LEISURE POOL FOR CHILDREN'S REHABILITATION, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:


- SEC. 1:** That the Mayor is hereby authorized to execute a License Agreement between the City of Medina, Ohio and Cleveland Clinic Children's Hospital for Rehabilitation, for use of a portion of the leisure pool for children's rehabilitation.
- SEC. 2:** That a copy of the License Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of 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 the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to begin aquatic therapy in May, 2025, wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: April 14, 2025

SIGNED: 
President of Council Pro-Tem

ATTEST: 
Clerk of Council

APPROVED: April 14, 2025

SIGNED: 
Acting Mayor



ORD. 63-25
Exh. A

This page needs to be retained with the Agreement at all times.

This page is for information purposes only and not part of the Agreement.

Please return a fully executed copy of the Agreement to CMSevents@ccf.org

COMPANY INFORMATION

MEDINA COUNTY RECREATION CENTER
855 WEYMOUTH ROAD
MEDINA, OHIO 44256

CONTRACT INFORMATION

Contract ID: 4326120
Master Agreement Number:
Dept Reference No.:
Contract Description: LICENSE AGREEMENT - AQUATIC THERAPY POOL CONTRACT BETWEEN
MEDINA RECREATION CENTER & CHILDREN'S REHAB
Institute: Regional Hospital
Submitting Dept: OCCUPATIONAL HEALTH

Dept Contact: LISA HIGGINBOTHAM

LEGAL TEAM INFORMATION

Attorney: HEATHER SUMMERS

Paralegal: JANICE LUCKE SMITH

Contract approved as to form for: 4326120
Attorney: SUMMERS, HEATHER
By: Smith, Janice
Date: 3/11/2025 4:18:21 PM

License Agreement

This License Agreement (the "License"), dated as of the latest date of signature below, is by and between the City of Medina, for and on behalf of its Medina Community Recreation Center, with a principal place of business at 855 Weymouth Road, Medina, Ohio 44256 (hereinafter the "Licensor"), and Cleveland Clinic Children's Hospital for Rehabilitation, an Ohio non-profit corporation located at 2801 Martin Luther King Jr. Blvd., Cleveland, Ohio 44104 (hereinafter 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 swimming pool, including but not limited to the lap lane in the leisure pool (collectively, the "Licensed Area") as scheduled in advance in accordance with Exhibit A, as well as the locker rooms/family changing rooms designated as Rooms 4108 (women's) and 4114 (men's) on the first floor of the Medina Community Recreation Center located at 455 Weymouth Road, Medina, Ohio 44256 (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 May 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 thereof as have been agreed to in advance by the parties 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 \$2,000,000.00 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 lap lane in the leisure pool as well as a wheelchair accessible locker room and family changing rooms; 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:

Cleveland Clinic Children's Hospital for Rehabilitation
2801 Martin Luther King Jr. Blvd.
Cleveland, Ohio 44104
Attention: Director, Pediatric Therapy Services

with a copy to:

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

and to:

The Cleveland Clinic Foundation
3050 Science Park Drive (AC321)

Beachwood, Ohio 44122
Attention: Sr. Counsel, Real Estate

To Licensor at:
City of Medina
Medina Community Recreation Center
855 Weymouth Road
Medina, Ohio 44256
Attention: Christy Moats

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 (a) the parties' attorneys, accountants and financial advisors, or (b) pursuant to a response being provided by Licensor under The Ohio Public Records Act, 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 Medina

By: 

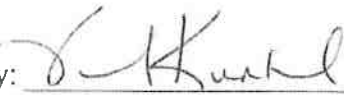
Name: John M. Coyne, III

Title: Acting Mayor

Date: 4-14-25

LICENSEE:

**Cleveland Clinic Children's
Hospital for Rehabilitation**

By:  MS OTR/L

Name: Victoria Kunkel

Title: Director, Pediatric Therapy
Service

Date: 4/1/25

EXHIBIT A

LICENSE FEES, SCHEDULING AND INVOICING

- *From May 1, 2025 through December 31, 2027, Licensee shall pay to Licensor a fee of Eight Hundred Seventy-Five and 00/100 Dollars (\$875.00) per month for the usage of the Licensed Area.*
- *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, with Licensor submitting an invoice for the month's usage by the last day of the month of the period being billed for.*