

RESOLUTION NO. 1997 - 20

AUTHORIZING AN AGREEMENT WITH THE CITY OF
CLEVELAND FOR THE EXERCISE OF MUTUAL AID

WHEREAS, the City of Cleveland and the Greater Cleveland Regional Transit Authority maintain separate police departments pursuant to Sections 3 and 7 of Article XVIII of the Ohio Constitution and Section 306.35(Y) of the Ohio Revised Code, respectfully; and

WHEREAS, the City of Cleveland and the Greater Cleveland Regional Transit Authority desire to provide for mutual assistance and interchange and use of their police personnel and equipment and provide for arrest authority for GCRTA's police officers when they are not physically on GCRTA property; and

WHEREAS, the City of Cleveland by virtue of Article XVIII of the Ohio Constitution, and the Greater Cleveland Regional Transit Authority by virtue of Section 306.35 (CC) of the Ohio Revised Code, are empowered to provide such mutual assistance by means of an Agreement; and

WHEREAS, such mutual assistance will serve to benefit the passengers and operation of the Greater Cleveland Regional Transit Authority.

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 is hereby authorized to enter into a Mutual Aid Agreement with the City of Cleveland, Ohio, to provide for mutual assistance and interchange and use of police personnel and equipment and provide for arrest authority for Greater Cleveland Regional Transit Authority police officers when they are not physically on Greater Cleveland Regional Transit Authority's property.

Section 2: That the terms of the Mutual Aid Agreement shall be in accordance with and consistent with the terms contained in the Mutual Aid Agreement attached hereto and incorporated herein as Exhibit "A", and shall include the authority to enter into Protocol Agreements to establish procedures governing the exercise of mutual aid.

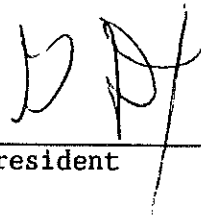
Section 3: That the Mutual Aid Agreement authorized herein shall be in effect for the area of the City of Cleveland generally known as "Public Square" and portions of Prospect Avenue and Ontario and in such other circumstances as are outlined in the Mutual Aid Agreement (Exhibit "A").

Section 4: That this Resolution and the Mutual Aid Agreement entered in accordance herewith shall be subject to all other conditions or obligations imposed by law upon the Greater Cleveland Regional Transit Authority.

Section 5: That this Resolution shall take effect immediately upon its adoption and execution by the president of the Board.

Adopted January 21, 1997.

Attachments: Exhibit "A", Mutual Aid Agreement



President

Attest: 
General Manager/Secretary-Treasurer

AUTHORIZING AGREEMENT

-between-

THE CITY OF CLEVELAND

-and-

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

FOR THE EXERCISE OF A MUTUAL AID AGREEMENT

This Agreement is made this ____ day of _____, 1997, between the CITY OF CLEVELAND ("CITY"), a municipal corporation of the State of Ohio, through its Director of Public Safety, pursuant to the authority of Ordinance No. _____, passed by the Council of the City of Cleveland, on _____, 1997 and the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY ("GCRTA"), a regional transit authority and political subdivision of the State of Ohio, as authorized by its Board of Trustees by Resolution No. _____.

WHEREAS, the CITY and the GCRTA maintain separate police departments pursuant to Sections 3 and 7 of Article XVIII of the Ohio Constitution and Section 306.35(Y) of the Ohio Revised Code, respectfully; and

WHEREAS, the CITY and the GCRTA desire to provide for mutual assistance and interchange and use of their police personnel and equipment and provide for arrest authority for GCRTA police officers when they are not physically on GCRTA property; and,

WHEREAS, the CITY by virtue of Article XVIII of the Ohio Constitution, and the GCRTA by virtue of Section 306.35(CC) of the Ohio Revised Code, are empowered to provide such mutual assistance by means of this Agreement.

NOW, THEREFORE, in consideration of the promises and obligations which are hereinafter set forth, the parties hereto agree as follows:

SECTION I. EXERCISE OF POLICE POWERS

In accordance with the terms and limitations specified in this Agreement, the police officers of the GCRTA shall have full authority commensurate with the authority held by CITY police officers, including the authority to issue parking notice of violations (but such authority shall not extend to the issuance of other traffic citations), while outside of the jurisdiction of the GCRTA but within the jurisdiction of the CITY, in the following situations:

- (a) When the GCRTA police officers are within the areas expressly indicated in Appendix 1, which is incorporated herein as if fully rewritten, at such times as bus and/or train service is being provided to those areas, and
- (b) When the GCRTA police officers are within the CITY's jurisdiction and en route to or from GCRTA property, and
- (c) When the GCRTA police officers are participating in a cooperative enforcement effort that has been approved in advance by the General Manager of the GCRTA, his designee or the Chief of the Transit Police and the Chief of Police for the CITY or his designee.

GCRTA police officers, while within the jurisdiction of the CITY, when acting under the terms of this Agreement, shall be acting within the scope of their employment for the GCRTA. Any authority granted by this Agreement to the GCRTA police officers is limited to and shall only apply during periods when such officers are on active pay status. Such powers shall not apply when such officers are off-duty but within the jurisdictional limits of the CITY.

SECTION II. POLICE POWERS TO BE EXERCISED IN ACCORDANCE WITH THE PROTOCOL AGREEMENT

The operational procedures governing the exercise of this authority by GCRTA police officers under the terms of this paragraph and governing the exercise of the CITY's authority within the jurisdiction of the GCRTA shall be set forth in a protocol developed by the GCRTA and the CITY. A copy of the current protocol is attached to this Agreement as Appendix 2 and is incorporated herein as if fully rewritten. Said protocol may be amended by the Chief of the GCRTA Police Department and the Chief of the Cleveland Division of Police as the parties deem necessary.

SECTION III. CHARGES

No charges shall be made by either the CITY or the GCRTA for services rendered by one to the other under the provisions of this Agreement. Each party shall assume the expense of loss or damage to its own equipment that may occur while in the other party's territorial limits or while rendering assistance to the other party.

SECTION IV. INDEMNITY

Neither party will indemnify or hold harmless the other for any damages awarded in any civil action arising from any action or omission of either party's police officers acting pursuant to this Agreement.

SECTION V. TERM

This agreement shall be in effect after its execution under the laws of the State of Ohio. Either party may withdraw from such mutual aid agreement upon giving the other party at least thirty (30) days prior written notice of said withdrawal.

IN WITNESS WHEREOF, said parties hereby have caused this Agreement to be executed.

WITNESS

CITY OF CLEVELAND

By: _____
William M. Denihan, Director
Department of Public Safety

WITNESS

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

By: _____
Ronald J. Tober,
General Manager/Secretary-Treasurer

APPENDIX 1

The area within the City of Cleveland referred to in paragraph (a) of the Mutual Aid Agreement by and between the City of Cleveland and the Greater Cleveland Regional Transit Authority comprises:

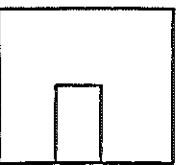
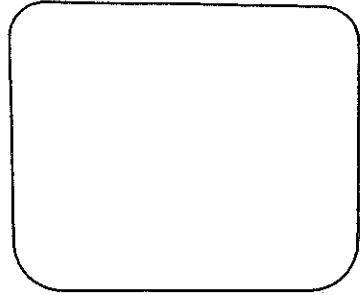
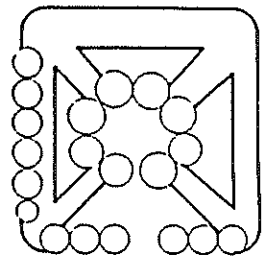
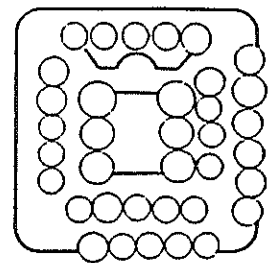
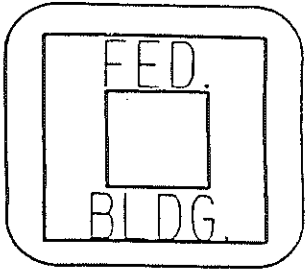
The area commonly known as "Public Square," said area comprising an area beginning at a northerly point where Rockwell intersects with East Roadway then west along Rockwell to a point where West Roadway intersects with Rockwell, then south along West Roadway crossing Superior Avenue until it intersects and becomes Euclid Avenue, then south, southeast along Euclid Avenue until Euclid Avenue intersects with East Roadway, then north along East Roadway crossing Superior Avenue until East Roadway intersects with Rockwell. The aforesaid area shall include the streets named and shall include all areas within the boundary of streets named, commonly known as Public Square. The area shall also extend to the front surface but not to the interior of any buildings that are contiguous to the area described. In addition, the area shall also include the area where Ontario intersects with Euclid Avenue at the southern section of Public Square, then south along Ontario until Ontario intersects with Prospect, then north, northwest along Prospect to an ending point where Prospect intersects with Superior. This area shall also include Ontario (the street) and Prospect (the street) and extend to the front surface but not to the interior of any buildings contiguous to the area described. A map outlining the aforesaid areas is attached hereto and incorporated herein.

The areas included in these descriptions includes the area to the property set-off line unless indicated otherwise.

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FRANKFORT AVE.

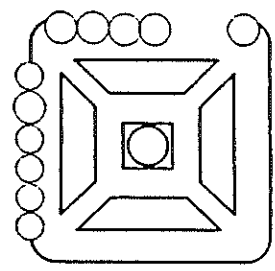
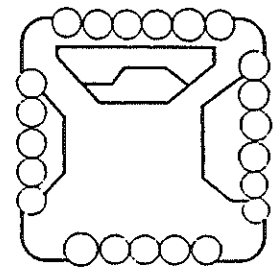
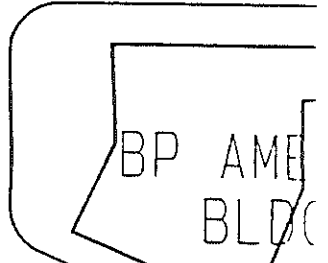
Rockwell



SUI

West Roadway

East Roadway



Euclid

STOUFFERS

TERMINAL
TOWER

DILLARDS

Prospect

RITZ-
CARLTON

TOWER CITY

Ontario

WURON RD.

EU

