

RESOLUTION NO. 2005 – 97

AUTHORIZING AN AGREEMENT WITH THE CITY OF CLEVELAND FOR THE EXERCISE OF MUTUAL AID AND RATIFYING THE ACTIONS OF THE GENERAL MANAGER.

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; and

WHEREAS, a proposed mutual aid agreement was approved by Cleveland City Council and signed by the Safety Director of the City of Cleveland in July, 2005; and

WHEREAS, with the concurrence of the President and Vice President of this Board, the General Manager signed the mutual aid agreement and commenced implementation of the agreement effective August 3, 2005.

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 defined as "Public Square," "Transit Zone" and "BRT Zone" and in such other circumstances as are outlined in the Mutual Aid Agreement (Exhibit "A").

Section 4: That the actions of the General Manager in implementing the Mutual Aid Agreement effective August 3, 2005 are hereby approved and ratified in all respects.

Section 5: 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 6: That this Resolution shall take effect immediately upon its adoption and execution by the president of the Board.

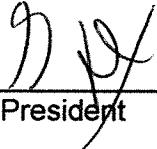
Adopted: August 23, 2005 
President

Exhibit "A" – Mutual Aid Agreement

Attest: 
CEO, General Manager/Secretary-Treasurer

ORIGINAL

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 _____, 2005, 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 _____ 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. 1997-020.

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 law enforcement authority commensurate with the authority held by CITY police officers as provided for and limited by Ohio law, all City of Cleveland General Police Orders, the attached Protocol, and the provisions in this Agreement. That authority is subject to the following:

(a) GCRTA police officers have law enforcement authority within transit facilities owned, operated, or leased by GCRTA (including bus shelters, BRT stations, and associated curtilage wherever located) and within the areas expressly indicated in Appendices 1, 2 and 3, which are incorporated herein as if fully rewritten, at such times as bus and/or train service is being provided to those areas, and;

(b) GCRTA agrees to adopt the City's "hot pursuit" policy or a hot pursuit policy that is more restrictive in carryout out that authority;

(c) GCRTA agrees that its officers will comply with all requirements in R.C. Sec. 306.35(Y) regarding the taking of an oath, giving bond to the State, and completion of training.

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 4 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

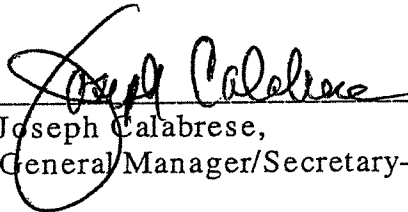
This agreement shall be in effect after its execution under the laws of the State of Ohio. Either party may withdraw from such mutual aid agreement upon giving the other party at least thirty (30) days prior written notice of said withdrawal.

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

CITY OF CLEVELAND

By: _____
Sanford Watson, Director
Department of Public Safety

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

By:  _____
Joseph Calabrese,
General Manager/Secretary-Treas.

APPENDIX 1 – PUBLIC SQUARE

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. The areas included in these descriptions does not include and area outside the municipal boundaries of the City of Cleveland.

APPENDIX 2 – TRANSIT ZONE

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 known as the "Transit Zone," said area comprising and consisting of the full roadway as defined in Cleveland Codified Ordinances Sec. 401.50 and O.R.C. Sec. 4511.01(EE), of 1) St. Clair Avenue between East 13th Street and West 3rd Street, 2) Superior Avenue between East 18th Street and West 3rd Street, 3) Chester Avenue between East 12th Street and East 22nd Street, 4) East 12th Street between St. Clair Avenue and Chester Avenue, 5) East 13th Street between St. Clair Avenue and Chester Avenue, 6) East 17th Street between Superior Avenue and Prospect Avenue, 7) East 18th Street between Superior Avenue and Prospect Avenue, 8) East 21st Street between Payne Avenue and Prospect Avenue, 9) East 22nd Street between Payne Avenue and Prospect Avenue, 10) Payne Avenue between East 17th Street and East 22nd Street, 11) Prospect Avenue between East 17th Street and East 22nd Street, and 12) Euclid Avenue between East 17th Street and East 22nd Street. The aforesaid area shall include the roadways named and the entirety of all intersections, including intersections at the endpoints of the roadways named. A map outlining the aforesaid Transit Zone is attached hereto and incorporated herein.

APPENDIX 3 – BRT ZONE

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 known as the "BRT Zone," said area comprising and consisting of the full roadway as defined in Cleveland Codified Ordinances Sec. 401.50 and O.R.C. Sec. 4511.01(EE) of Euclid Avenue from Public Square to the eastern corporate limits of the City of Cleveland, inclusive of all intersections. A map outlining the aforesaid areas is attached hereto and incorporated herein.

PROTOCOL
between
THE CLEVELAND DIVISION OF POLICE
and
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY POLICE
DEPARTMENT

PURPOSE

To establish procedures governing the interaction and cooperation between the Cleveland Division of Police (CPD) and the Greater Cleveland Regional Transit Authority Police Department (GCRTAPD).

POLICY

The Cleveland Division of Police and Greater Cleveland Regional Transit Authority Police Department believe it is in their mutual interests to concurrently provide, through their separate departments, police services which will enhance safety and the quality of life in the Greater Cleveland Regional Transit Authority Service Area, and for the public within said area. For the purposes of this Agreement, the Greater Cleveland Regional Transit Authority Service Area includes only the following: 1) real property owned and under the control of GCRTA, 2) bus shelters, BRT stations, in the public right of way and their associated curtilage located in the public right of way or any public street, 3) the Public Square area defined in Appendix #1 of the Mutual Aid Agreement dated _____, 4) the Transit Zone defined in Appendix #2 of the Mutual Aid Agreement dated _____, and 5) the BRT Zone defined in Appendix #3 of the Mutual Aid Agreement dated _____.

PROCEDURE

I. CONCURRENT JURISDICTION

A. The Cleveland Division of Police remains obligated to preserve the peace and protect lives and property within the borders of the City of Cleveland, which includes the Greater Cleveland Regional Transit Authority Service Area. As such, personnel of the Division SHALL NOT refuse citizens' requests for service regarding any incidents occurring within that area.

B. The following operational procedures have been developed for the purpose of establishing a cohesive working relationship between the Cleveland Division of Police and the Greater Cleveland Regional Transit Authority Police Department.

II. RESPONSIBILITIES OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY POLICE DEPARTMENT

A. The GCRTA Police Department shall:

1. Use its best efforts to respond to any crime called to GCRTAPD's attention in its Service Area, unless notified by CPD that a response has already been preempted by CPD.

2. Consistent with its capabilities, the GCRTAPD will use its best efforts to investigate any misdemeanor or felony crime committed in the GCRTA Service Area except the following:

- a. Incidents involving explosive/incendiary devices;
- b. Sexual assaults;
- c. Hostage and/or barricaded situations;
- d. Any death other than probable natural;
- e. Use of deadly force involving GCRTAPD personnel;
- f. Incidents involving ethnic intimidation, racially motivated incidents or hate crimes;
- g. Any other felony incident which CPD, for any reason, desires to preempt the investigative function. GCRTAPD shall PROMPTLY notify CPD of the occurrence of any of the above listed crimes within the GCRTA Service Area.

3. For incidents involving arrests made by GCRTAPD, provide CPD with copies of all reports by forwarding a copy to the Report Intake/Review Unit and the Commander of the District of occurrence by means of personal delivery or a FAX transmission. All reports shall be submitted within 24 hours of the incident or before the end of the arresting officer's tour of duty, whichever comes first. Any other supplemental reports or incident reports requested by CPD shall be provided to GCRTAPD.

4. In the case of incidents of domestic violence investigated by GCRTAPD, the CPD Protocol and Procedures on Domestic Violence will be followed.

5. Assume responsibility for transporting persons arrested by GCRTAPD personnel to jail facilities within the District of arrest for booking (or other City Jail facilities when space is unavailable). Assume responsibility for picking up prisoners arrested by suburban police departments on warrants generated by GCRTAPD personnel.

6. If a prisoner requires medical attention, GCRTAPD personnel shall transport the prisoner to the nearest hospital prior to booking. If medical attention is required after booking, GCRTAPD shall be responsible for non-emergency transport of the prisoner and any police detail required, and shall assume the detail at the end of the shift when the detail is first established. The responsibility to transport and detail prisoners shall not apply to prisoners confined solely as a result of an outstanding CPD warrant,

or in cases where the prisoner is injured or becomes ill after having been housed in the detention facility, and the injuries were not due to actions by the GCRTA Police.

7. Assign a GCRTAPD Supervisor to respond to the scene of ALL arrests made by GCRTA personnel prior to the prisoner being transported to a CPD jail facility.

8. Be responsible for follow up investigation of ALL arrests by GCRTAPD personnel (not in conflict with Number 5 above) and charge or release all suspects in a timely fashion, following current CPD procedures. GCRTAPD shall be responsible for consulting with the City of Cleveland Municipal Prosecutor whenever required for the issuance of a warrant in connection with arrests effected by their personnel. GCRTAPD shall designate a single point of contact for resolution of conflicts regarding prisoners.

9. Properly submit drug evidence or any associated evidence including money or weapons related to drug arrests to the CPD Forensic Unit (S.I.U.) via the District O.I.C. and the Narcotic Unit, following CPD procedures.

10. When called upon, assist CPD with investigations or other matters of mutual concern.

11. Notify the CPD Record Files Section and Vehicle Impound Unit when any stolen auto (reported by CPD) is recovered or towed by their personnel and verify such recovery by sending the appropriate information via the LEADS System.

12. Have authority to tow vehicles, when appropriate, utilizing the GCRTA procedures for tows incident to arrest, when recovering stolen vehicles towed for parking violations in posted areas of GCRTA property, and when towing illegally parked, disabled or abandoned vehicles from the Service Area where necessary to maintain transit service. Vehicles towed from areas of concurrent jurisdiction shall utilize CPD facilities and procedures.

13. Have the authority to direct traffic in and around GCRTA Service Area when appropriate.

14. When it deems appropriate, shall enforce parking violations and other traffic laws that occur within the GCRTA Service Area when necessary to maintain transit service.

15. GCRTA may operate emergency public safety vehicles (Title 45) on City of Cleveland streets in compliance with the Ohio Revised Code.

16. Prior to conducting "undercover" investigations, GCRTAPD shall coordinate such operations with the CPD Chief of Police or his designee.

17. GCRTAPD may use the paper or electronic versions of the Ohio Multi-Count Uniform Traffic Ticket ("UTT") when charging moving violations and equipment violations. GCRTAPD shall process all UTTs directly with the Cleveland Municipal Court without further involvement of the CPD. GCRTAPD shall use Minor Misdemeanor Citation forms when charging violations of fare evasion laws.

18. GCRTAPD shall adopt the CPD "hot pursuit" policy of a "hot pursuit" policy that is more restrictive than the CPD hot pursuit policy.

III. RESPONSIBILITIES OF THE CLEVELAND DIVISION OF POLICE

A. The Cleveland Division of Police shall:

1. Continue to have full authority to respond to and investigate any crimes or perform its public safety functions to the full extent of its police powers in and around the GCRTA Service Area. It shall have sole responsibility for the investigation of the crimes defined in Section II, A., 5.
2. When called upon, assist GCRTAPD with investigations or other matters of mutual concern, including breathalyzer testing of DUI suspects.
3. Receive crime reports generated by GCRTAPD and forward them to the Report Intake/Review Unit. GCRTAPD personnel may submit crime reports directly to the Report Intake/Review Unit of the Record File Section via FAX transmission.
4. Provide GCRTAPD with access to Offense/Incident Service Numbers through the Report Center at 623-5281.
5. Receive, book and confine prisoners arrested by GCRTAPD as appropriate.
6. Receive and serve all warrants that have been generated as a result of GCRTAPD enforcement efforts, which are delivered to CPD via the Municipal Clerk of Court's Office. GCRTAPD will assume the responsibility of picking up and transporting any prisoners arrested by suburban agencies on GCRTAPD warrants.
7. Make available to GCRTAPD, upon request, all reasonably pertinent available data concerning crimes occurring in the GCRTA Service Area, and share with GCRTAPD investigative information as is appropriate.
8. Receive and properly maintain custody of evidence submitted by GCRTAPD including any drug evidence, money or weapons. When requested, the CPD Forensic Unit shall perform analysis of evidence so submitted in the preparation of criminal cases for trial.
9. Provide the GCRTAPD with Parking Ticket Books and Minor Misdemeanor Citation Forms, and sequentially number UTT ticket stock sufficient for GCRTAPD

operations via the Traffic Bureau, as needed. CPD will process Minor Misdemeanor Citation Forms with the Cleveland Municipal Court, on behalf of GCRTAPD.

IV. COMMUNICATIONS CONTROL SECTION

A. Telephone Complaint Clerks

1. Upon receipt of a citizen's request for service originating within the GCRTA Service Area, the clerk shall complete the appropriate dispatch information.

2. The City's Communication Control Section shall then contact GCRTAPD and advise them of the request for service. If GCRTAPD accepts the assignment, the Complaint Clerk shall close the incident with "Handled by GCRTAPD". If GCRTA declines to accept the assignment, it shall be handled through prescribed CPD procedures.

B. Radio Dispatchers

1. Upon receipt of a call for service within the GCRTA Service Area, the Dispatcher may dispatch such requests in accordance with prescribed CPD procedures.

2. If it appears that a car is not immediately available to handle the assignment, shall contact GCRTAPD and advise them of the request for service. If GCRTAPD accepts the assignment, the incident shall be closed with "Handled by GCRTAPD". If GCRTAPD is unable to respond, or if the victim or GCRTAPD make a specific request for CPD to respond, the assignment shall be handled in accordance with CPD prescribed procedures.

V. JAIL BOOKING PROCEDURES

A. Arrest Procedures

1. Suspects arrested by GCRTAPD in connection with a felony or misdemeanor shall be conveyed to the District Jail facility in which the arrest occurred and booked. If that facility is filled to capacity, GCRTAPD shall transport the prisoner to an alternate holding facility in accordance with CPD procedures.

2. Female suspects arrested by GCRTAPD in connection with a misdemeanor shall be conveyed to the First District Jail facility and booked. The First District shall be contacted as soon as possible in advance of transporting a female prisoner. If that facility is filled to capacity, GCRTAPD shall transport the prisoner to an alternate holding facility in accordance with CPD procedures.

3. All suspects arrested by GCRTAPD in connection with a felony shall be conveyed to the Central Prison Unit at the Justice Center.

4. The suspect shall be booked to the GCRTAPD arresting officer(s) in accordance with CPD procedures and the top right hand corner of the booking card shall be marked distinctly with the initials GCRTAPD. The Offense/Incident Number **must** be included with the booking information.

5. The District O.I.C. shall review the circumstances of the arrest and shall make a final determination of the probable cause before accepting the prisoner.

6. One copy of the booking information card shall be shall be provided to the GCRTAPD transporting officer.

VI. BSI GENERAL OFFICE UNIT PERSONNEL

A. When a felony suspect is arrested and booked by GCRTAPD personnel, General Office personnel shall:

1. Obtain booking information in accordance with existing CPD procedures. Enter said information in their Booking Registry with the notation GCRTAPD written in the "Apprehended By" column along with the name of the GCRTAPD arresting officer(s).

2. Monitor compliance with GPO 10-92 (Procedures Re: Charge or Release of Felony Suspects Within 24 Hours/Exceptions), GPO 31-81 (STRAIGHT RELEASE OF PRISONERS FROM SECURITY SERVICES JAIL UNIT), as well as other written directives relative to the charging or releasing of suspects.

If a suspect has not been charged or released in a timely manner, General Office personnel shall advise the designated contact person at GCRTAPD via telephone. The notification shall be documented on the reverse side of the first hard copy of the booking information card by appropriate notation, including the name and badge/employee number of the GCRTAPD employee so notified and the initials and badge number of the notifying Officer.

VII. CRIME SCENE AND RECORDS UNIT PERSONNEL

A. Felony prisoners booked by GCRTAPD shall be processed by the personnel assigned to the Crime Scene and Records Unit in accordance with prescribed Division of Police policy.

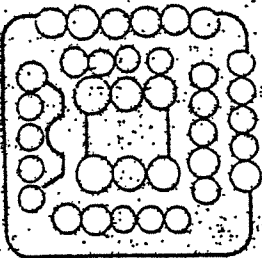
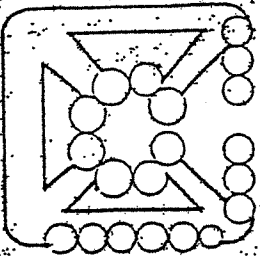
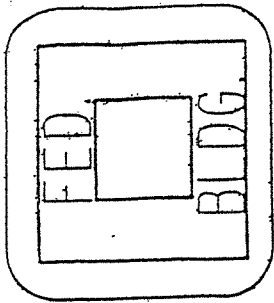
VIII. RECORD FILE SECTION PERSONNEL

A. The Record File Section personnel shall accept copies of ALL Crime Reports submitted by GCRTAPD personnel, and shall file these reports in a special "For Departmental Use Only" file.

B. Forward a soft copy of the "pink" booking card to the Record Unit whenever a suspect is arrested for a felony related offense by GCRTAPD personnel. The information contained and said booking card shall be properly documented and filed.

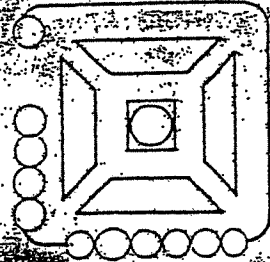
FRANKFORT AVE.

Rockwell

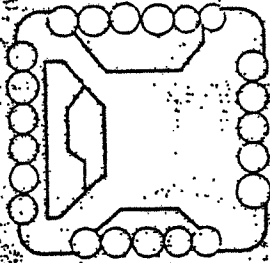


SU

East Roadway



West Roadway



STOUFFERS

Euclid

STOUFFERS

TERMINAL TOWER

Prospect

RITZ-CARLTON

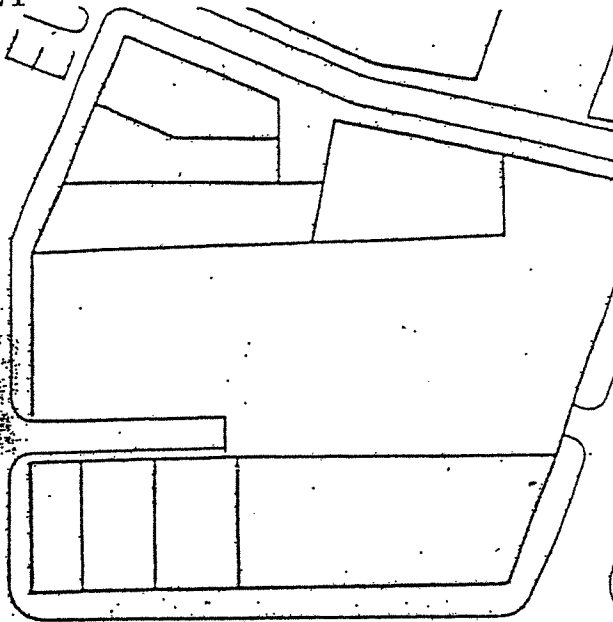
IRON RD.

DILLARDS

TOWER CITY

Ontario

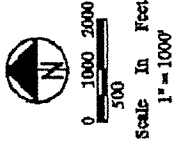
BP AME BLDG



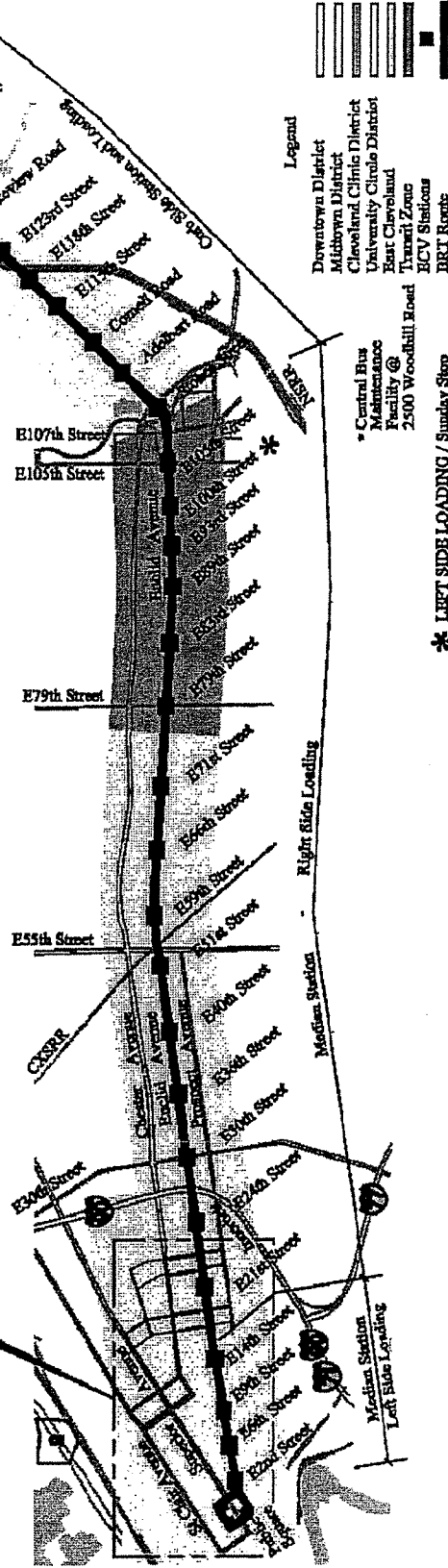
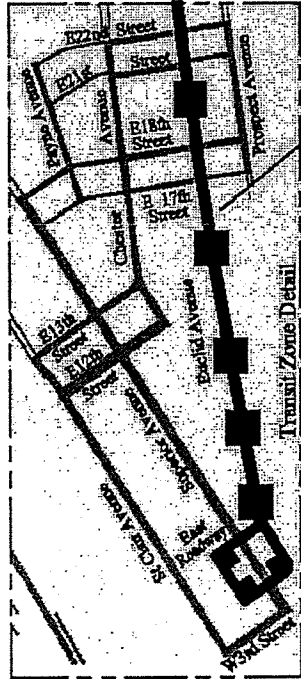
ATTACHMENT #1

Greater Cleveland Regional Transit Authority (GCRTA)
Euclid Corridor Transportation Project (BRT)

Project Map



Roadway	Description	Length (Miles)	Exclusive/ Peak Hourway (Miles)
Euclid Avenue BRT			
Public Square		0.41	0.25
East Beachway to Intertel		1.25	1.25
Euclid Avenue	Intertel to E 78th St	1.78	1.78
Euclid Avenue	E 78th St. to E 107th St	1.08	1.08
Euclid Avenue	E 107th St. to Lakewood Ave	1.26	1.00
Lakewood Ave. to Stokes			0.00
Widener Ave. to Stokes		1.26	0.00
Euclid Avenue BRT Total		7.07	4.37
Transit Zone			
St. Clair Ave.	W. 24th St. to E 13th St	0.67	0.00 / 0.67
Guest Ave.	W. 24th St. to E 18th St	0.90	0.00
E 12th St	Chesler Ave. to Superior Ave.	0.31	0.00
E 13th St	Chesler Ave. to Superior Ave.	0.16	0.00
E 17th St	Prosper Ave. to Superior Ave.	0.09	0.00
E 17th St	Euclid Ave. to Chesler Ave.	0.14	0.00
Guest Avenue	E 17th St. to E 17th St	0.27	0.00
Transit Zone Total		2.31	0.93 / 0.97
PROJECT TOTAL		9.38	5.30 / 0.87



- Legend
- Downtown District
 - Midtown District
 - Cleveland Clinic District
 - University Circle District
 - East Cleveland
 - Transit Zone
 - BRT Stations
 - BRT Route

- * Central Bus Maintenance Facility @ 2500 Woodhill Road
- * LEFT SIDE LOADING / Sunday Stop



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

A-19

TITLE/DESCRIPTION: AUTHORIZING AN AGREEMENT WITH THE CITY OF CLEVELAND FOR THE EXERCISE OF MUTUAL AID AND RATIFYING THE ACTIONS OF THE GENERAL MANAGER.	Resolution No.: 2005 - 97
	Date: August 18, 2005
	Initiator:

ACTION REQUEST:
 Approval Review/Comment Information Only Other _____

- 1.0 **PURPOSE/SCOPE:** State law authorizes the GCRTA Transit Police to exercise law enforcement jurisdiction only 1) on Transit Authority property, and 2) in other locations authorized by the local municipality in which the Transit Authority operates. The purpose of the mutual aid agreement is to authorize GCRTA Transit Police to exercise law enforcement jurisdiction in the Public Square area, in the ECTP Transit Zone, and in the ECTP BRT Zone.

- 2.0 **DESCRIPTION/JUSTIFICATION:** The Euclid Corridor Project calls for "bus only" lanes to be established on Superior Avenue, St. Clair Avenue, and Euclid Avenue in the City of Cleveland. Strict enforcement of these lane restrictions will be critical to the success of the "bus only" lane restrictions, which are in turn critical to the success of the ECTP Project. The Cleveland Police Dept. is not staffed to provide the level of enforcement necessary. Therefore, GCRTA has sought and the City of Cleveland has agreed to grant concurrent law enforcement jurisdiction to GCRTA Police with respect to the Public Square area, the ECTP Transit Zone, and the ECTP BRT Zone. This is done via a "mutual aid" agreement. The resolution authorizes the General Manager to execute the Mutual Aid Agreement on behalf of GCRTA.

- 3.0 **PROCUREMENT BACKGROUND:** Not applicable.

- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Not applicable.

- 5.0 **POLICY IMPACT:** The Mutual Aid Agreement replaces the existing mutual aid agreement, which was entered into in 1997. Under the existing agreement, GCRTA Police already have concurrent law enforcement jurisdiction in the Public Square area and at all bus shelters located in the City of Cleveland. The new agreement will add the ECTP Transit Zone and the ECTP BRT Zone, which are carefully defined in the Agreement. The new agreement also expands the scope of traffic enforcement activities to include moving violations and equipment violations. Full traffic enforcement authority is critical to operation of the "bus only" lanes. Under the previous agreement, GCRTA Police traffic enforcement activities were limited to parking violations.

- 6.0 **ECONOMIC IMPACT:** No direct economic impact. Indirect economic impact may be experienced as the geographic scope of GCRTA law enforcement will be substantially expanded. However, the mutual aid agreement does not commit the Transit Authority to any minimum level of funding, staffing or enforcement coverage.

- 7.0 **ALTERNATIVES:** Without the mutual aid agreement, GCRTA Transit Police would be unable to enforce traffic laws in the Transit Zone and the BRT Zone. While the Cleveland Police would have authority to do this, they are not staffed to provide the level of enforcement necessary. Entering into the Mutual Aid Agreement is the best alternative.

Page 2

8.0 RECOMMENDATION: Adopt the Resolution authorizing the General Manager to execute the Mutual Aid Agreement.

9.0 ATTACHMENTS: Mutual Aid Agreement.

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



General Manager/Secretary-Treasurer