

RESOLUTION NO. 2010-27

AUTHORIZING THE GENERAL MANAGER TO AMEND AN AGREEMENT WITH THE CITY OF CLEVELAND FOR THE EXERCISE OF MUTUAL AID TO PROVIDE FOR EXPANDED ENFORCEMENT AUTHORITY IN THE BRT ZONE, TO LIMIT EXPOSURE FOR GCRTA PRISONER MEDICAL COSTS, AND TO AMEND CERTAIN PROTOCOLS

WHEREAS, the City of Cleveland and the Greater Cleveland Regional Transit Authority ("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, respectively; and

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

WHEREAS, the City of Cleveland ("City") by virtue of Article XVIII of the Ohio Constitution, and the 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 serves to benefit the passengers and operation of the Transit Authority; and

WHEREAS, on August 31, 2005 a mutual aid agreement known as City Contract No. 64704 was entered into between the City and the Transit Authority providing for certain enforcement jurisdiction to be granted to the Transit Authority; and

WHEREAS, on April 1, 2008 the City and the Transit Authority entered into a First Amendment to Agreement No. 64704 to authorize Transit Police to exercise additional traffic and parking enforcement authority and to amend certain protocols regarding Transit Authority prisoner detainees; and

WHEREAS, the City and the Transit Authority desire to enter into a Second Amendment to Agreement No. 64704 to expand Transit Police enforcement authority in the BRT Zone and to make changes to the protocols regarding Transit Authority prisoner detainees.

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 Second Amendment to Agreement No. 64704 between the City of Cleveland and the Transit Authority to provide for expanded police enforcement authority for Transit Police in the BRT Zone, to limit the Transit Authority's exposure for prisoner detainees' medical costs, and to amend certain protocols.

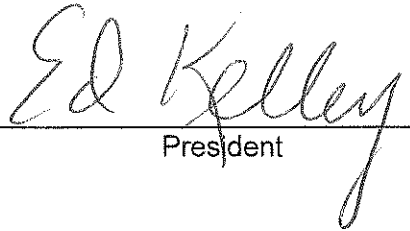
Section 2: That the terms of the Second Amendment to Agreement No. 64704 shall be in accordance with and consistent with the terms contained in the Second Amendment to Agreement No. 64704 attached hereto and incorporated herein as "Attachment A."

Section 3: That this Resolution and the Second Amendment to the Mutual Aid Agreement entered in accordance herewith shall be subject to all other conditions or obligations imposed by law upon the Transit Authority.

Section 4: That this Resolution shall take effect immediately upon its adoption and execution by the president of the Board.

Exhibit "A" – Second Amendment to Agreement No. 64704

Adopted: April 20, 2010



President

Attest: 

CEO, General Manager/Secretary-Treasurer

"ATTACHMENT A"
SECOND AMENDMENT TO AGREEMENT NO. 64704

MEMORANDUM OF UNDERSTANDING
Between THE CITY OF CLEVELAND
And GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

THIS SECOND AMENDMENT TO AGREEMENT NO. 64704 ("Second Amendment") is entered into this _____ day of _____, 2010, by and between the CITY OF CLEVELAND ("City") through its Director of Public Safety, and GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY ("GCRTA"), through its authorized representative and pursuant to the requisite authority.

WHEREAS, the parties entered into a Memorandum of Understanding on August 31, 2005 (City Agreement No. 64704) under the authority of O.R.C. §306.35 and City Ordinance 846-05 to permit GCRTA law enforcement officers ("GCRTA-Police") to exercise police powers and perform police functions subject to Agreement No. 64704 terms and protocols.

WHEREAS, the parties entered into a First Amendment to Agreement No. 64704 to authorize GCRTA-Police to exercise additional traffic and parking enforcement authority and to amend protocols regarding GCRTA-Police prisoners detained or to be detained at City Jails.

WHEREAS, the City would like to further amend the protocols between the City and GCRTA-Police to clarify procedures and responsibilities for GCRTA-Police prisoners that are accepted by City for detention at City jails by the City's Division of Correction; to clarify the extent of GCRTA's responsibility for healthcare costs incurred by City for GCRTA-Police prisoners confined in City jails; and to reassign responsibility for entering warrants into LEADS.

WHEREAS, the GCRTA has requested that the City authorize GCRTA-Police to exercise police powers in addition to traffic and parking enforcement authority in certain areas outside GCRTA-Police jurisdiction and the City desires to confer such further authority by amending the definition of the service area described in Appendix 3 attached to Agreement No. 64704.

THEREFORE, the Parties agree as follows:

ARTICLE I. SCOPE OF AMENDMENT

This Second Amendment does not modify or change in any manner any term or condition not expressly addressed by this Second Amendment. All terms and conditions of Agreement No. 64704 and the First Amendment thereto shall remain in full force and effect unless changed or modified by this Second Amendment. In the event of any conflict between Agreement No. 64704 or the First Amendment and this Second Amendment, the terms of the Second Amendment shall prevail.

ARTICLE II. GCRTA-POLICE PRISONERS – ADDITIONS TO PROTOCOLS

A. HOSPITALIZED GCRTA-PRISONER TRANSPORTATION AND GUARD DUTIES

1. GCRTA-Police prisoners confined in the CDOC Jail that require emergency hospitalization shall be conveyed initially by the Cleveland Division of Police (“CDP”).

2. During the initial tour of duty of an emergency hospitalization, the GCRTA-prisoner(s) will be guarded by CDP personnel. After the initial tour of duty, the responsibility for guarding the prisoner shall lie with GCRTA-Police and remain with GCRTA-Police until GCRTA-Police return the prisoner(s) to CDOC Jail at the CPU or as otherwise directed by CDOC.

3. GCRTA-Police prisoners confined in the CDOC Jail requiring non-emergency hospitalization shall be conveyed by GCRTA-Police. The responsibility for guarding the prisoner(s) shall lie with GCRTA-Police and remain with GCRTA-Police until GCRTA-Police return the prisoner(s) to the CDOC Jail at the CPU or as otherwise directed by CDOC.

ARTICLE III. CLARIFICATION OF THE GCRTA’S ALLOCATION OF RESPONSIBILITY FOR HEALTHCARE COSTS OF GCRTA-POLICE PRISONERS CONFINED IN CITY JAILS

1. GCRTA’s responsibility for the cost, if any, of any medical care, hospitalization, prescription, or other healthcare cost incurred by City on behalf of GCRTA-Police prisoners while in the custody and control of the City shall not include costs for medical, dental, mental health, or other healthcare provided to GCRTA-Police prisoners by the City’s on-site jail medical staff, or the medical staff’s subcontractors or agents providing healthcare services on-site, if any. Further, costs for prescription and over-the-counter medications ordinarily stocked and issued by the City’s jail medical staff to GCRTA-Police prisoners shall not be charged to GCRTA by City. The City shall have the right, in its reasonable discretion, to determine what prescription medications it ordinarily stocks and issues.

2. GCRTA shall not be responsible for any healthcare cost, including without limitation the cost of prescription medications not ordinarily stocked and hospitalization, incurred by City on

behalf of a GCRTA-Police prisoner for those healthcare needs that arise as the result of the City's negligent or improper action or inaction in regard to the prisoner.

ARTICLE IV. ENTERING OF WARRANTS INTO LEADS – CHANGE TO PROTOCOLS

For warrants generated as a result of GCRTA-Police enforcement efforts, GCRTA-Police shall be responsible for entering the warrants into L.E.A.D.S. under GCRTA's Originating Agency Identifier.

ARTICLE V. GCRTA-POLICE JURISDICTION EXPANSION

In accordance with the terms and limitations specified in Agreement No. 64704 and the First Amendment thereto, the police officers of the GCRTA have full authority commensurate with the authority held by City police officers, including the authority to issue moving violations, equipment violations, minor misdemeanor citations and parking notices of violations, while outside of the jurisdiction of the GCRTA but within the jurisdiction of the City, in the areas described in Appendices 1, 2 and 3 attached to Agreement No. 64704. The area of authority in Appendix 3, paragraph "(a)", the "BRT Zone", is hereby amended to expand to surface areas on Euclid Avenue, as follows:

a) 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 width of the public right-of-way of Euclid Avenue from Public Square to the eastern corporate limits of the City of Cleveland, inclusive of all intersections. The BRT Zone shall extend to the front surface but not to the interior of any buildings contiguous to the public right-of-way from property line to property line. A map outlining the aforesaid areas is attached hereto and incorporated herein.

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

This expansion of the area of authority applies:

- (a) When the GCRTA police officers are within the areas expressly indicated in Appendices 1, 2, and 3 (as Appendix 3 is amended herein) at such times as bus and/or train service is being provided to those areas; and
- (b) 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 GCRTA 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.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their authorized representatives.

CITY OF CLEVELAND

By: _____
Martin L. Flask, Director
Department of Public Safety

The legal form and correctness
of this instrument is approved.

By: _____
Michael McGrath, Chief
Division of Police

CITY OF CLEVELAND
Robert J. Triozzi, Director of Law

By: _____
Nancy Kelly
Assistant Director of Law

Date: _____

**GREATER CLEVELAND REGIONAL TRANSIT
AUTHORITY**

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**

By: _____
Joseph A. Calabrese
CEO, General Manager/
Secretary-Treasurer

By: _____
Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs

By: _____
John Joyce, Chief of Police
GCRTA Police Department

Date: _____



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: CONTRACT: SECOND AMENDMENT TO MUTUAL AID AGREEMENT WITH CITY OF CLEVELAND AMOUNT: \$0	Resolution No.: 2010-27
	Date: April 15, 2010
	Initiator: Transit Police
ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: The purpose of this Second Amendment to the Mutual Aid Agreement is to expand GCRTA Transit Police law enforcement jurisdiction in the BRT Zone, limit GCRTA's exposure for GCRTA prisoner medical costs, and amend certain police protocols.
- 2.0 DESCRIPTION/JUSTIFICATION: This amendment will expand GCRTA Transit Police law enforcement authority to include the areas from the curb to the front surface of any contiguous building along the Euclid Corridor and limit GCRTA's exposure for prisoner medical costs.
- 3.0 PROCUREMENT BACKGROUND: N/A
- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: N/A
- 5.0 POLICY IMPACT: This will enable the GCRTA Transit Police to provide safe, high-quality service to transit riders and control costs for prisoner medical care.
- 6.0 ECONOMIC IMPACT: None.
- 7.0 ALTERNATIVES: Reject this Agreement. Rejection of this Second Amendment to the Mutual Aid Agreement will prohibit the expansion of Transit Police law enforcement authority in the BRT Zone and deny GCRTA the ability to limit its exposure for prisoner medical costs.
- 8.0 RECOMMENDATION: It is recommended that the Second Amendment to the Mutual Aid Agreement with the City of Cleveland be accepted and this Resolution passed.

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



CEO, General Manager/Secretary-Treasurer