

RESOLUTION NO. 2011-59

AUTHORIZING THE CEO/GENERAL MANAGER TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE CITY OF EAST
CLEVELAND FOR THE EXERCISE OF MUTUAL AID

WHEREAS, the City of East Cleveland and the Greater Cleveland Regional Transit Authority (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 of East 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, the City of East Cleveland 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's police officers when they are not physically on GCRTA property; and

WHEREAS, such mutual assistance will serve to benefit the passengers and operation of the GCRTA; and

WHEREAS, it is expected that the mutual aid agreement will be approved by East Cleveland's City Council and signed by its Mayor in June 2011.

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 GCRTA police officers when they are not physically on GCRTA'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, and shall include the authority to enter into Protocol Agreements which are necessary 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 East Cleveland as specifically outlined in the Mutual Aid Agreement.

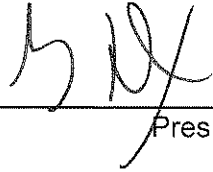
Section 4. That this Resolution and the Mutual Aid Agreement entered in accordance herewith shall be subject to all other conditions or obligations imposed by law upon the GCRTA.

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

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Attachment: Mutual Aid Agreement

Adopted: July 12, 2011



President

Attest: 

CEO, General Manager/Secretary-Treasurer

AUTHORIZING AGREEMENT
-between-
THE CITY OF EAST CLEVELAND
-and-
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
FOR THE EXERCISE OF A MUTUAL AID AGREEMENT

This Agreement is made this ____ day of _____, 2011, between the CITY OF EAST CLEVELAND ("CITY"), a municipal corporation of the State of Ohio, through its _____, pursuant to the authority of Ordinance No. _____, passed by the Council of the City of East 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. _____.

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, respectively; 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 but not limited to the authority to issue moving violations, fare enforcement violations, equipment violations, minor misdemeanor citations and parking citations, while outside of the jurisdiction of the GCRTA but within the jurisdiction of the CITY, as provided for and limited by Ohio law, all City of East Cleveland Ordinances, the attached Protocol and the provisions in this Agreement, in the following situations:

- (a) When the GCRTA police officers are acting on property owned by or leased by GCRTA, including but not limited to buses, trains, facilities, and shelters, as well as the area in the public right of way immediately adjacent to said property;
- (b) When the GCRTA police officers are acting in the public right of way adjacent to Euclid Avenue throughout East Cleveland, with the exception of moving violations, 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 1 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 East Cleveland Police Department jointly, 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, unless either party or its agents have acted negligently in its actions toward the other.

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 EAST CLEVELAND

By: _____
Gary Norton, Jr., Mayor

Legal Form Approved

By: _____
Ralph Spotts, Chief of Police
City of East Cleveland

By: _____
Ronald K. Riley, Director of Law

**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 P. Joyce, Chief of Police
GCRTA Chief of Police

APPENDIX 1 - PROTOCOL
between
THE EAST CLEVELAND POLICE DEPARTMENT
and
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY POLICE DEPARTMENT

PURPOSE

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

POLICY

The East Cleveland Police Department 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 those areas defined in Section I, Paragraphs (a), (b), and (c) of the Agreement. Public right-of-way is generally understood to mean sidewalks and streets.

PROCEDURE

I. CONCURRENT JURISDICTION

A. The East Cleveland Police Department remains obligated to preserve the peace and protect lives and property within the borders of the City of East Cleveland, which includes the Greater Cleveland Regional Transit Authority Service Area. As such, personnel of the ECPD 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 East Cleveland Police Department 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 ECPD that a response has already been preempted by ECPD.

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 ECPD, for any reason, desires to preempt the investigative function. GCRTAPD shall PROMPTLY notify ECPD of the occurrence of any of the above listed crimes within the GCRTA Service Area.

3. For incidents involving arrests made by GCRTAPD, GCRTAPD will provide ECPD with copies of all reports by forwarding a copy to the Report Intake/Review Unit and/or the ECPD Chief of Police 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 occurs first. Any other supplemental reports or incident reports requested by ECPD shall be provided by GCRTAPD.

4. In the case of incidents of domestic violence investigated by GCRTAPD, GCRTAPD will follow any ECPD procedures or protocols governing investigation of Domestic Violence.

5. GCRTAPD will assume responsibility for transporting persons arrested by GCRTAPD personnel to ECPD jail facilities for booking. GCRTAPD will assume responsibility for picking up prisoners arrested by other 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, shall provide documentation saying the prisoner has been released and shall be responsible for such medical costs. 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 ECPD 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. GCRTAPD will assign a GCRTAPD Supervisor to respond to the scene of ALL arrests made by GCRTA personnel prior to the prisoner being transported to the ECPD jail facility.

8. GCRTAPD will be responsible for follow up investigation of ALL arrests by GCRTAPD personnel (not in conflict with Number 2 above) and charge or release all suspects in a timely fashion, following ECPD procedures. GCRTAPD shall be responsible for consulting with the East 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. GCRTAPD shall properly submit drug evidence or any associated evidence including money or weapons related to drug arrests to the appropriate ECPD unit, following ECPD procedures.

10. When called upon, GCRTAPD will assist ECPD with investigations or other matters of mutual concern.

11. GCRTAPD will notify ECPD when any stolen auto (reported by ECPD) is recovered or towed by their personnel and verify such recovery by sending the appropriate information via the LEADS System.

12. GCRTAPD shall 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 ECPD facilities and procedures.

13. GCRTAPD shall have the authority to direct traffic in and around GCRTA Service Area when appropriate and not in conflict with ECPD.

14. When it deems appropriate, GCRTAPD shall enforce parking violations, moving violations and equipment violations that occur within the City of East Cleveland when necessary to maintain transit service.

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

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

17. GCRTAPD may use the paper or electronic versions of the Ohio Multi-County Uniform Traffic Ticket ("UTT") when charging moving violations, equipment violations and parking violations. GCRTAPD shall process all UTTs directly with the East Cleveland Municipal Court without further involvement of the ECPD.

18. GCRTAPD will design, in coordination with East Cleveland, and issue a common ticket for fare enforcement and other citations within the City of East Cleveland. Said common ticket may be solely used in East Cleveland or may be designated for use in other cities within Cuyahoga County as well.

19. GRCTAPD will abide by its "hot pursuit" at all times while exercising authority pursuant to this Agreement. GRCTAPD does; however, agree that it will immediately contact ECPD upon the initiation of a pursuit, advise ECPD of the ongoing progress as well as the culmination.

III. RESPONSIBILITIES OF THE EAST CLEVELAND POLICE DEPARTMENT

A. The East Cleveland Police Department 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., 2.

2. When called upon, assist GCRTAPD with investigations or other matters of mutual concern, including breathalyzer testing of DUI suspects.

3. Receive hard copy crime reports generated by GCRTAPD and forward them to the appropriate ECPD unit.
4. Provide GCRTAPD with access to Offense/Incident Reports.
5. Receive, book and confine prisoners arrested by GCRTAPD subject to the terms stated herein.
6. Receive and serve all warrants that have been generated as a result of GCRTAPD enforcement efforts, which are delivered to ECPD via the Municipal Clerk of Court's Office. GCRTAPD will assume the responsibility of picking up and transporting any prisoners arrested by other police departments 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. Unless otherwise instructed by ECPD, GCRTAPD shall receive and properly maintain custody of evidence submitted by GCRTAPD including any drug evidence, money or weapons. At the discretion of ECPD, the ECPD shall perform analysis of evidence so submitted in the preparation of criminal cases for trial.
9. Provide the GCRTAPD with minor misdemeanor ticket books, Parking Ticket Books (if used), and sequentially numbered UTT ticket stock sufficient for GCRTAPD operations, as needed.
10. Assist GCRTA with the design of the common ticket as described in Section II, (18).
11. Adopt a fare enforcement law whereby GCRTAPD has authority to exercise fare enforcement authority within the City of East Cleveland.

IV. JAIL BOOKING PROCEDURES

A. Arrest Procedures

1. Suspects arrested by GCRTAPD in connection with a felony or misdemeanor shall be conveyed to the ECPD jail facility and booked. If that facility is filled to capacity, GCRTAPD shall transport the prisoner to an alternate holding facility at GCRTAPD's cost, unless said arrestees were arrested under warrant from the City of East Cleveland.
2. The suspect shall be booked to the GCRTAPD arresting officer(s) in accordance with ECPD procedures and the arrest record shall be marked distinctly with the notation "GCRTAPD." The Offense/Incident Number must be included with the booking information.
3. The ECPD Officer in Charge (O.I.C.) shall review the circumstances of the arrest and shall make a final determination of the probable cause before accepting the prisoner.
4. One copy of the booking information card shall be provided to the GCRTAPD transporting officer.

V. GENERAL OFFICE PERSONNEL

When a felony suspect is arrested and booked by GCRTAPD personnel, ECPD Office personnel shall:

1. Obtain booking information in accordance with existing ECPD procedures. 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.
2. Felony prisoners booked by GCRTAPD shall be processed by ECPD in accordance with prescribed ECPD policy. During processing, the ECPD will be responsible only for photographs and fingerprinting of GCRTAPD prisoners.
3. ECPD shall accept copies of All Crime Reports submitted by GCRTAPD personnel, and shall file these reports in accordance with prescribed ECPD policy.

VI. RELATED ORDERS

Note: incorporate any ECPD GPO's that apply



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: MUTUAL AID AGREEMENT WITH CITY OF EAST CLEVELAND	Resolution No.: 2011-59
	Date: July 7, 2011
	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 Mutual Aid Agreement with the City of East Cleveland will enable GCRTA Transit Police to exercise additional law enforcement authority within the jurisdiction of the City of East Cleveland. Specifically, Transit Police will have authority to issue moving violations, fare enforcement violations, equipment violations, minor misdemeanor citations, and parking citations. This additional authority will apply to activity occurring in the public right-of-way adjacent to GCRTA property and along Euclid Avenue.
- 2.0 DESCRIPTION/JUSTIFICATION: This provision of mutual aid benefits GCRTA passengers through additional police presence in our transit zone and adjacent public area.
- 3.0 PROCUREMENT BACKGROUND: N/A
- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: N/A
- 5.0 POLICY IMPACT: This will further enable the GCRTA to provide safe, high-quality service to transit riders.
- 6.0 ECONOMIC IMPACT: None.
- 7.0 ALTERNATIVES: Reject this Agreement. Rejection of this Agreement will prohibit the expansion of Transit Police law enforcement authority in the City of East Cleveland.
- 8.0 RECOMMENDATION: It is recommended that this Resolution authorizing the CEO/General Manager to enter into a Mutual Aid Agreement with the City of East Cleveland be approved.

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



CEO, General Manager/Secretary-Treasurer