

RESOLUTION NO. 2015-114

AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN UPDATED  
AUTHORIZING AGREEMENT FOR THE EXERCISE OF MUTUAL AID  
BETWEEN THE CSU AND GCRTA POLICE DEPARTMENTS

WHEREAS, the State of Ohio, for the benefit and use of Cleveland State University, ("CSU") owns the property that houses the Stephanie Tubbs Jones Transit Center (Transit Center); and

WHEREAS, CSU leased said land to Euclid Avenue Housing Corporation; and

WHEREAS, pursuant to Board Resolution No. 2008-162, the Greater Cleveland Regional Transit Authority (GCRTA) subleased the land from the Euclid Avenue Housing Corporation for the construction of the Transit Center and GCRTA agreed to enter into a sublease agreement with CSU for maintenance and security services; and

WHEREAS, on July 28, 2009, GCRTA entered into an agreement with CSU that provided for security, custodial maintenance and grounds maintenance services for the Transit Center; and

WHEREAS, Exhibit C and Appendix A of that agreement with CSU provided for mutual aid and acknowledged protocols between the CSU Police Department and the GCRTA Police Department; and

WHEREAS, CSU wishes to update the mutual aid agreement with GCRTA to include language that allows for the sharing of information about crimes that may pose a serious threat to the health of the campus and near campus communities and addresses notification to CSU of students who are identified as victims or suspects of sexual assaults.

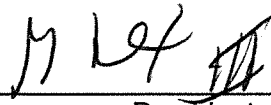
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager/Secretary-Treasurer is hereby authorized to enter into an updated Authorizing Agreement between CSU and GCRTA.

Section 2. That no monetary charges shall be made by either CSU or GCRTA for services rendered by one to the other under the provisions of this agreement.

Section 3. That this Resolution shall take effect immediately upon its adoption.

Adopted: December 15, 2015

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

TITLE/DESCRIPTION:  CONTRACT: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN UPDATED AUTHORIZING AGREEMENT FOR THE EXERCISE OF MUTUAL AID BETWEEN THE CSU AND GCRTA POLICE DEPARTMENTS  AMOUNT: \$0	Resolution No.: 2015-114
	Date: December 10, 2015
	Initiator: Transit Police
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: To update the authorizing agreement for the exercise of mutual aid between Cleveland State University ("CSU") and the Greater Cleveland Regional Transit Authority ("GCRTA").
- 2.0 DESCRIPTION/JUSTIFICATION: This updated authorizing agreement allows for the sharing of information about crimes that may pose a serious threat to the health of the campus and near campus communities and notification to CSU of students who are identified as victims or suspects of sexual assaults.
- 3.0 PROCUREMENT BACKGROUND: N/A
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: N/A
- 5.0 POLICY IMPACT: This will enable GCRTA Transit Police to continue to provide safe, high-quality services to its transit riders.
- 6.0 ECONOMIC IMPACT: None.
- 7.0 ALTERNATIVES: Reject this Agreement. Rejection of this updated Agreement will prevent GCRTA Transit Police from sharing information about crimes that may pose a serious threat to the health of the campus and near campus communities and notification to CSU regarding students who are identified as victims or suspects of sexual assaults to the CSU Police Department.
- 8.0 RECOMMENDATION: It is recommended that this updated Agreement between CSU and GCRTA be accepted and the resolution passed.
- 9.0 ATTACHMENTS: Updated Authorizing Agreement between CSU and GCRTA with attached Appendix A Protocol.

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

  
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer

AUTHORIZING AGREEMENT

-between-

CLEVELAND STATE UNIVERSITY POLICE

-and-

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

FOR THE EXERCISE OF A MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2015, between the CLEVELAND STATE UNIVERSITY ("the University"), a state-supported institution of higher education and an instrumentality of the State of Ohio, as authorized by its Board of Trustees by Resolution No. \_\_\_\_\_, 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. \_\_\_\_\_ (each a "Party" or an "Agency", collectively the "Parties").

WHEREAS, University and GCRTA maintain separate police departments, respectively authorized by Section 3345.04 and Section 306.35(Y) of the Ohio Revised Code; and,

WHEREAS, University and GCRTA desire to provide for mutual assistance, including any necessary support by their respective police personnel and equipment, and to provide arrest authority for each Agency's police officers when they are within the territorial jurisdiction of the other Agency; and,

WHEREAS, University, by Section 3345.041 of the Ohio Revised Code, and GCRTA, by Section 306.35(CC) of the Ohio Revised Code, are authorized to provide such mutual assistance by means of this Agreement.

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the Parties 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 University police officers, including the authority to issue moving violations, equipment violations, minor misdemeanor citations and parking notices of violations, while outside of the territorial jurisdiction of the GCRTA but within the territorial jurisdiction of University.

GCRTA police officers, while within the territorial jurisdiction of University and 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 territorial jurisdictional limits of University.

**SECTION II. POLICE POWERS TO BE EXERCISED IN ACCORDANCE WITH A  
PROTOCOL ESTABLISHED BY THE PARTIES**

The operational procedures governing the exercise of authority by GCRTA police officers under the terms of this Agreement and governing the exercise of University police officers' authority within the jurisdiction of the GCRTA shall be set forth in a protocol developed by the GCRTA and University. A copy of the current protocol is attached to this Agreement as Appendix A, and is incorporated by this reference as if fully rewritten here. Said protocol may be amended by the Chief of the GCRTA Police Department and the University Chief of Police, as the Parties deem necessary. Any such amended protocol shall become effective upon signature by both Parties.

**SECTION III. CHARGES**

No charges shall be made by either University 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 act or omission of either Party's police officers acting pursuant to this Agreement.

**SECTION V. TERM**

This Agreement shall remain in effect after its execution until one of the Parties terminates its participation in the Agreement by giving the other Party at least thirty (30) days prior written notice of termination.

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS*

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

WITNESS

Heidi Seltner

CLEVELAND STATE UNIVERSITY

By: [Signature]  
(Name) Stephanie McHenry  
(Title) VP Business Affairs & Finance

10/29/15  
Date

WITNESS

\_\_\_\_\_

GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY

By: \_\_\_\_\_  
Joseph A. Calabrese, CEO  
General Manager/Secretary-Treas.

\_\_\_\_\_  
Date

APPROVED AS TO LEGAL FORM  
Signature [Signature]  
Title Associate General Counsel  
Office of General Counsel  
Cleveland State University  
Date 23 October 2015

APPENDIX A

PROTOCOL

-between-

THE CLEVELAND STATE UNIVERSITY POLICE

-and-

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
TRANSIT POLICE DEPARTMENT

**PURPOSE**

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

This document acknowledges protocols that exist between CSUPD, GCRTAPD and the City of Cleveland. If there should be a conflict between this protocol and the preexisting protocols, the protocol with the City of Cleveland shall prevail.

**POLICY**

The Cleveland State University 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, the Cleveland State University Campus 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 GCRTAPD, 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 GCRTA Transit Center located on leased CSU property and the joint public areas.

**PROCEDURE**

I. CONCURRENT JURISDICTION

A. The Cleveland State University Police remain obligated to preserve the peace and protect lives and property on property owned or controlled by the Cleveland State University, which includes the Greater Cleveland Regional Transit Authority Service Area as defined above.

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

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

For the general purpose of this protocol it is referring to the areas of concurrent jurisdiction at the CSU Main Campus. The GCRTA Police Department shall:

1. Use its best efforts to respond to any crime called to the attention of the GCRTAPD in its Service Area, unless notified by CPD that a response has already been preempted by CPD.
2. Provide CSUPD with copies of all reports by forwarding a copy to the CSU Chief of Police by means of personal delivery, email or a FAX transmission for all incidents involving arrests made in concurrent jurisdiction by GCRTAPD. 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 in concurrent jurisdiction requested by CSUCPD shall be provided upon request within 24 hours.
3. Provide CSUPD with copies of all reports, call logs, FI Cards or other information by forwarding a copy to the CSU Chief of Police by means of personal delivery, email or a FAX transmission for all incidents involving CSU property, faculty, staff or students, when the fact is known to the GCRTAPD. 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.
4. Be responsible for follow up investigation of ALL arrests by GCRTAPD personnel (not in conflict with the edict above) and charge or release all suspects in a timely fashion.
5. When called upon, assist CSUPD with investigations or other matters of mutual concern.
6. Notify the CSUPD dispatch center when a car is towed or impounded in the concurrent jurisdictional area.
7. Prior to conducting undercover investigations in concurrent jurisdiction, GCRTAPD shall coordinate such operations with the CSUPD Chief of Police.

III. RESPONSIBILITIES OF THE CLEVELAND STATE UNIVERSITY POLICE

A. The Cleveland State University 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.
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. GCRTAPD personnel may submit crime reports directly to the CSUPD Detective Bureau by personal delivery, fax, email, or US Mail.

4. Provide GCRTAPD with copies of all reports by forwarding a copy to the GCRTAPD Chief of Police by means of personal delivery, email or a FAX transmission for all incidents involving arrests made in concurrent jurisdiction by CSUPD. 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 in concurrent jurisdiction requested by GCRTAPD shall be provided upon request within 24 hours.

#### 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 CSUPD Dispatch shall then contact GCRTAPD and advise them of the request for service. If GCRTAPD accepts the assignment, the CSU Communication Control Section shall close the incident with "Handled by GCRTAPD". If GCRTA declines to accept the assignment, it shall be handled through prescribed CSUPD procedures.

##### B. Blue Light Telephones

If the blue light phone is owned by RTA, then Section C (2) below applies. If the phone is owned by CSU, then CSUPD will dispatch their officers and notify GCRTAPD Dispatch.

As part of the efforts to provide enhanced safety for their patrons the GCRTA has installed blue light emergency telephones in a number their facilities, including those built in and through the CSU campus area on Euclid Ave. Similarly Cleveland State University has installed blue light emergency telephones throughout its campus area so as to provide enhanced safety to both the University community and the public as a whole, including areas immediately adjacent to the GCRTAPD service area. Every effort shall be made by both agencies to effectively inform, communicate, and coordinate responses for service or emergency response received on these telephones in areas where the GCRTA Service Area and the patrol area of the CSUPD overlap, or are readily adjacent to each other.

1. When CSUPD units provide service or take enforcement action that involves assets of the GCRTA or within the GCRTAPD Service Area CSUPD dispatch will notify the GCRTAPD dispatch at (216)-566-5162. CSUPD units will provide initial emergency service as indicated, and coordinate their activities with those of the GCRTA and other public safety providers as needed.

2. The GCRTAPD dispatch will notify without delay the CSU dispatch by telephone at (216)-687-2111 of any requests for emergency service or reported criminal activity that they receive in the CSUPD patrol area and what actions that their units are taking



in response. Appropriate response by CSUPD units will be initiated as per current operational procedures.

3. The CSUPD dispatch will similarly notify without delay the GCRTAPD dispatch of any requests for emergency service or criminal activity that relate to GCRTA assets in the campus area, and the actions being taken by CSUPD units in response.

C. Radio Dispatchers

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

2. If it appears that a car is not immediately available to handle the assignment, CSUPD 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 CSUPD to respond, the assignment shall be handled in accordance with CPD prescribed procedures.

D. Radio Interoperability

Each agency will work with the other to allow for radio interoperability utilizing the OHIO MARCS or any other mutually agreed technology.

E. Mutual Interest Cameras

Wherein CSUPD or the GCRTAPD have cameras, provide mutual use, allowing each agency to work with each other to allow sharing of CCTV resources.

V. PUBLIC GOOD and MUTUAL AID

1. Notwithstanding the County Mutual Aid, CSUPD and GCRTAPD may assist each other upon request.

2. Each responding party shall assume the risk of loss or damage to their respective equipment, and shall be responsible for and pay the amounts of any judgments entered assessed against its police officers, while traveling to and from or acting within the territorial jurisdiction of the requesting party.

3. Police officers of the responding party rendering assistance to the requesting party shall have the same authority as is granted to the police officer of the requesting party.

4. The Parties agree to loan, exchange or provide equipment, supplies and consumables to the other with permission of the command staff. Consumables may be reimbursed at a cost mutually agreed upon by both parties.

5. The Parties agree to coordinate the sharing of information about crimes that may pose a serious threat to the health of the campus and near-campus communities to facilitate the issuance of Clery Act-required timely warnings and emergency notifications. The Parties acknowledge that CSU need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications.

6. GCRTAPD will promptly notify CSUPD when students are identified as the victims or suspects of sexual assault that occur off campus, so as to coordinate resources to minimize/prevent further victimization, to trigger appropriate institutional investigative action and disciplinary proceedings against alleged offenders, and to provide any further notifications that may be required. All such notifications to campus authorities will be documented in police incident reports. Except in rare and exigent circumstances, personally identifying information will be shared only with the consent of the victim.

7. The Parties agree that GCRTAPD and CSUPD may request assistance from, and render assistance to, the other to respond to or investigate reports of sexual assault.

#### VI. Amendments

Changes, additions, deletions or clarification to this protocol may be initiated by either party on notice to the other and implemented upon mutual acceptance.