

**FOURTH AMENDMENT
TO POLICE AUTHORIZING AGREEMENT NO. 66975
BETWEEN
THE CITY OF CLEVELAND AND THE CLEVELAND CLINIC FOUNDATION**

THIS FOURTH AMENDMENT TO AGREEMENT NO. 66975 ("Fourth Amendment") is entered into this 30th day of November, 2018, ("Effective Date"), by and between the City of Cleveland ("City"), and The Cleveland Clinic Foundation ("CCF"), pursuant to the requisite authority and through their authorized representatives.

WHEREAS, the parties entered into Agreement No. 66975, on June 28, 2007, a First Amendment on June 17, 2011, a Second Amendment on August 29, 2011, and a Third Amendment on December 5, 2017, ("the Agreement"), pursuant to O.R.C. 4973.17(D) and City Ordinance No. 610-06, to permit CCF police officers to engage in duties as police officers for CCF in the City of Cleveland and to provide for CCF police to exercise certain police powers adjacent to CCF properties within City boundaries.

WHEREAS, the City no longer operates jail facilities necessitating changes to provisions of the Agreement, and other provisions are necessary to confirm areas of police jurisdiction, and address officer and dispatcher training, agency policies, and complaint handling.

WHEREAS, for the public purpose of promoting the public good in the City of Cleveland and to further the goals of constitutional and effective policing, the parties agree to enter into this Fourth Amendment as set forth below.

THEREFORE, the parties agree as follows:

ARTICLE I. SCOPE OF FOURTH AMENDMENT

This Fourth Amendment does not modify or change in any manner any term or condition not expressly addressed by this Fourth Amendment. All terms and conditions of the Agreement shall remain in full force and effect unless changed or modified by this Fourth Amendment.

ARTICLE II. TERM

A. Commencing on December 1, 2018, the term of the Agreement shall be extended for a four (4) year period, that is, from December 1, 2018, until its expiration on December 1, 2022. However, either party may terminate the Agreement, with or without cause, at any time by giving the other party written notice of such termination at least thirty (30) days prior to such termination.

B. No later than sixty (60) days prior to the expiration of the term, CCF shall notify the City's Chief of Police in writing as to whether CCF desires an extension to the term of the Agreement. Any extension to the term of the Agreement requires the parties to enter into a written amendment to this Agreement extending the term. Failure of the parties to extend the term of the Agreement through a written amendment to the Agreement, or through a new written agreement, prior to the expiration date of the term shall require CCF Police ("CCFPD") to cease and desist exercising any police authority obtained under the Agreement upon the expiration date.

ARTICLE III. CCF POLICE GEOGRAPHICAL AREA OF JURISDICTION; AUTHORIZED CCFPD OFFICERS

A. The geographical territory and CCF-owned properties in the City of Cleveland within or upon which, CCFPD is authorized to provide police services concurrently with Cleveland Police ("CDP"), and as may be limited in the Agreement, are attached hereto and expressly incorporated herein as Exhibit A and includes a list of applicable CCF properties, jurisdiction boundary descriptions, and marked maps. Exhibit A shall supersede any prior geographical area of jurisdiction descriptions in the Agreement.

B. Attached hereto and expressly incorporated herein as Exhibit B are the names, ranks, and badge numbers of CCFPD officers that are appointed and authorized to carry out powers and duties of police officers under the Agreement. During the term of the Agreement CCF shall promptly update this list as applicable from time to time by giving written notice to the City's Chief of Police with a copy to the City's Chief Assistant Prosecutor.

ARTICLE IV. PROTOCOLS AND POLICY IMPLEMENTATION

A. Within thirty (30) days of the Effective Date of this Fourth Amendment, the CCFPD shall adopt and implement the CDP's use of force and pursuit policies. The policies are attached hereto and expressly incorporated herein as Exhibit C.

B. CDP shall give CCFPD notice of any amendments to the attached policies, which amendments CCFPD shall also adopt and implement within forty-five (45) days of such notice.

C. The Protocols attached and expressly incorporated herein as Exhibit D, shall, except as otherwise provided in this Fourth Amendment, govern the interactions between the CDP and the CCFPD. However, should provisions of Exhibit D conflict or be inconsistent with the provisions of this Fourth Amendment; the provisions of this Fourth Amendment shall prevail. CDP may update Exhibit D during the term of the Agreement and shall provide a written copy of such update to CCF's Chief of Police, which update shall supersede the attached Exhibit D.

ARTICLE V. CCFPD PRISONERS

A. CCF acknowledges and agrees that the City no longer owns, leases, or operates any jail or other detention facilities and that the City will not accept any CCFPD prisoners for booking and/or incarceration and will not provide any other prisoner services for CCFPD.

B. CCF acknowledges that City has entered into an agreement, No. 2017-251, with the Cuyahoga County Sheriff's Department, ("County"), for jail services for "City Prisoners" as defined therein.

C. The parties agree that commencing December 1, 2018, the City will be responsible to the County for CCFPD prisoners' per diem costs assessed by the County under Agreement No. 2017-251 between the City and County with the following exceptions and as otherwise stated in this Amendment:

(1) The City will not pay the County or any other entity for CCFPD prisoners arrested pursuant to state or federal laws; and

(2) Any other costs for CCFPD prisoners not covered by the City's agreement with the County are the responsibility of CCF; and,

(3) CCFPD shall not ask the County to accept pre-trial or other detainees upon the sole charge of a fourth degree misdemeanor under the Cleveland Codified Ordinances and the City will not be responsible for any pre-trial prisoner costs assessed by the County for such persons. Upon presentment of an invoice by City, CCF shall promptly reimburse the City for any costs the City pays the County for such prisoners if the County accepted them.

D. Any CCFPD prisoner costs City is responsible for under this Fourth Amendment shall be payable only to the County pursuant to Agreement No. 2017-251 and/or other separate written agreement between the City and the County, and with legislative authority if needed. No payments or reimbursement shall be made by City to CCF.

E. CCFPD shall take an active and on-going role in expediting and/or reducing the incarceration time of CCFPD prisoners the County accepts. This includes, but is not limited to, abiding by the Cleveland Municipal Court's goal of holding uncharged detainees for no longer than thirty-six (36) hours. For CCFPD prisoners not charged within thirty-six (36) hours, CCF, upon presentment of an invoice by City, shall promptly reimburse City for the cost of the additional incarceration.

(1) If CCFPD determines it desires to avoid the obligation under Section V.E. above to reimburse the City for per diem charge for an uncharged detainee, the CCFPD shall notify the County's Director of Jail Operations or his/her designee ("CCCC Director"), in writing (including via email), of a determination not to charge, or to withdraw or dismiss

charges against such detainee, and shall specifically instruct the CCCC Director to release said individual.

F. For CCFPD prisoners taken into custody by CCFPD pursuant to warrants issued by the Cleveland Municipal Court, and who require hospitalization or other healthcare prior to transport to the County for detention:

1. CCFPD shall provide the initial transport to the hospital/health care providers and continue to guard such prisoners for up to eight (8) hours of the initial duration of treatment or care given the prisoner, or such longer period as CDP's Chief of Police may reasonably require; provided however such longer period shall not exceed eight (8) additional hours.

2. If CCFPD's prisoner treatment or care shall exceed eight (8) hours duration, CCFPD shall contact the CDP to determine if a longer guarding period is required of CCFPD and, if not, to arrange for CDP to take over the guard duties for the remaining duration of the prisoner's treatment or care. CCFPD shall continue to guard such prisoners until relieved of duty by CDP and shall endeavor to ensure a smooth transition of guard duties to CDP.

3. CCF shall be and remain responsible for all costs of medical care and hospitalization costs of CCFPD prisoners prior to transport to County.

ARTICLE VI. TRAINING

A. CCF agrees that, at minimum, it will provide to its officers and their supervisors, and CCFPD call-takers and dispatchers and their supervisors, the same or comparable training related to use of force, crisis intervention, bias-free policing, community policing, investigatory stops, and searches and arrests, which the CDP provides to its personnel. CDP's policies and procedures [General Police Orders ("G.P.O.s")] for these areas of training are in Exhibit C, attached hereto.

1. Within sixty (60) days of the Effective Date of this Fourth Amendment, CCFPD shall obtain from CDP a list of applicable CDP training that is scheduled or will be scheduled by CDP in 2019, and such other information as CCFPD may reasonably need to provide the same or comparable training to its personnel. The CDP training list for 2019 will be updated by CDP when necessary. CCFPD will provide the same or comparable training within a reasonable time within the applicable year.

2. Prior to January 1 of each subsequent year, CCFPD shall obtain from CDP applicable anticipated training for the year and will provide such training for its applicable personnel within a reasonable time.

3. Upon request by CDP's Chief, CCFPD will provide CDP with information about the type of training provided by CCFPD and confirmation of completion of training by applicable CCFPD personnel. CDP's Chief may determine in his sole discretion that CCFPD's required training is not the same or comparable to CDP's, and shall notify

CCFPD's Chief in writing of the non-compliance. CCFPD shall promptly remedy its lack of compliance and shall notify CDP's Chief of the remedy. CCFPD shall promptly provide CDP's Chief with any supporting information CDP's Chief may reasonably request.

B. CCFPD officers shall participate in annual joint training and other joint initiatives at the request of CDP's Chief of Police.

C. Each party is solely responsible for its own training-related costs and expenses for its personnel. Upon request by CCFPD, CDP may allow CCFPD personnel to attend applicable training provided by CDP for its own personnel, but CCFPD shall be solely responsible for any applicable costs or expenses, if any, associated with having CCFPD personnel attend.

ARTICLE VII. COMPLAINT BOARD

A. Within thirty (30) days of the Effective Date of this Fourth Amendment, CCFPD shall establish a complaint board made up of non-CCFPD persons. The board shall be responsible for reviewing, investigating, hearing, and making findings regarding all civilian complaints about CCFPD's policies and practices and the conduct of CCFPD's officers and call takers/dispatchers. The board shall determine if a complaint warrants no action, or if disciplinary action against any of the officers and/or call takers/dispatchers is warranted. CCFPD shall take appropriate disciplinary action in response to board findings and shall provide timely written notification to the complaining party of the board's determinations and any action taken or if no action was deemed warranted.

B. Upon request of the City's Chief of Police, CCFPD shall promptly provide any information the Chief may reasonably ask for in order to review the existence and operations of the complaint board, subject to applicable laws including, but not limited to, laws relating to the privacy of patient information.

ARTICLE VIII. EXHIBITS

The following documents are attached to this Fourth Amendment and are expressly incorporated herein:

- Exhibit A: Geographical Area and Locations
- Exhibit B: CCFPD Officer Identifications
- Exhibit C: CDP GPOs
- Exhibit D: Protocols Governing Interaction Between CDP and CCFPD

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

CITY OF CLEVELAND

By: Michael McGrath
Michael McGrath, Director
Department of Public Safety

By: Calvin Williams
Calvin Williams, Chief
Division of Police

CLEVELAND CLINIC FOUNDATION

By: Gordon M. Snow
Gordon M. Snow
Chief of Protective Services

By: David A. Easton
David Easton, Chief
CCF Department of Police

The legal form and correctness
of this instrument is approved.
CITY OF CLEVELAND
Barbara Langhenry, Director of Law

By: Nancy Kelly
Nancy Kelly, Assistant Director of Law
Date: 11/30/18

CCF Law Department

By: Frank D. Juba
Date: _____