

**THIRD AMENDMENT
POLICE AUTHORIZING AGREEMENT NO. 69255
BETWEEN
THE CITY OF CLEVELAND AND CLEVELAND STATE UNIVERSITY**

THIS THIRD AMENDMENT TO AGREEMENT NO. 69255 ("Third Amendment") is entered into this 30th day of November, 2018, ("Effective Date"), by and between the City of Cleveland ("City"), and Cleveland State University ("CSU"), pursuant to the requisite authority and through their authorized representatives.

WHEREAS, the parties entered into Agreement No. 69255, on April 17, 2006, a First Amendment on August 3, 2009, and a Second Amendment on April 20, 2011, ("the Agreement"), pursuant to O.R.C. §3345.04, §3345.041, and City Ordinance No. 1663-05, to permit CSU police officers to engage in duties as police officers in the City of Cleveland and to provide for CSU police to exercise certain police powers adjacent to CSU properties within City boundaries.

WHEREAS, the City no longer operates jail facilities necessitating changes to provisions of Agreement No. 69255, 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 a Third Amendment as set forth below.

THEREFORE, the parties agree as follows:

ARTICLE I. SCOPE OF THIRD AMENDMENT

This Third Amendment does not modify or change in any manner any term or condition not expressly addressed by this Third Amendment. All terms and conditions of Agreement No. 69255 shall remain in full force and effect unless changed or modified by this Third Amendment.

ARTICLE II. TERM

A. Commencing on December 1, 2018, the term of Agreement No. 69255 shall be for a four (4) year period, that is, from December 1, 2018, until its expiration on December 1, 2022. However, either party may terminate Agreement No. 69255, 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, CSU shall notify the City's Chief of Police in writing that CSU requests an extension to the term of the Agreement. Failure of CSU to renew the Agreement through written amendment to the Agreement or through a new written agreement with the City, prior to the expiration date of the term shall require CSU Police, ("CSUPD") to immediately cease and desist exercising any police authority obtained from the Agreement.

ARTICLE III. CSU POLICE GEOGRAPHICAL AREA OF JURISDICTION; AUTHORIZED CSUPD OFFICERS

A. The geographical territory adjacent to CSU-owned properties in the City of Cleveland within or upon which CSUPD 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 CSU properties, jurisdiction boundary descriptions, and marked maps. Exhibit A shall supersede any prior geographical area of jurisdiction descriptions in Agreement No. 69255.

B. Attached hereto and expressly incorporated herein as Exhibit B are the names, ranks, and badge numbers of CSUPD officers that are appointed and authorized to carry out powers and duties of police officers under the Agreement. During the term of the Agreement, CSUPD shall promptly update this list as applicable 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. CPD acknowledges and agrees that CSUPD's use of force and pursuit policies are compatible with CPD's policies. The policies are attached hereto and expressly incorporated herein as Exhibit C.

B. CDP shall give CSUPD notice of any amendments to the attached policies. CSUPD shall review such amendments and ensure CSUPD's attached policies remain compatible with CPD's amended policies. CSUPD shall provide its compliant policies to CPD for review within forty-five (45) days of such notice. CPD shall provide notice of its agreement or disagreement as to compatibility within forty-five (45) days of receipt from CSUPD.

C. The Protocols attached and expressly incorporated herein as Exhibit D, shall, except as otherwise provided in this Third Amendment, govern the interactions

between the CDP and the CSUPD. However, should provisions of Exhibit D conflict or be inconsistent with the provisions of this Amendment; the provisions of this Amendment shall prevail. CDP and CSUPD may update Exhibit D, by mutual agreement, during the term of the Agreement and shall provide a written copy of such update to the agency's chief of police, which update shall supersede the attached Exhibit D.

ARTICLE V. CSUPD PRISONERS

A. CSU 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 prisoners arrested by CSUPD for booking and/or incarceration and will not provide any other prisoner services for CSU.

B. CSU acknowledges and agrees 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, which definition specifically excludes any prisoners taken into custody by other police agencies, including CSUPD.

C. The parties agree that commencing December 1, 2018, the City will be responsible to the County for per diem costs for prisoners arrested by CSUPD assessed by the County under Agreement No. 2017-251 between the City and County with the following exceptions:

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

(2) The City will not pay the County or any other entity for any other costs for prisoners arrested by CSUPD not covered by the City's agreement with the County and,

(3) CSUPD 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 pay any pre-trial prisoner costs for those persons.

D. Any costs for prisoners arrested by CSUPD that the City is responsible for under this Third 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 CSU.

E. CSUPD shall take an active and on-going role in expediting and/or reducing the incarceration time of prisoners arrested by CSUPD that 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 36 hours.

F. For prisoners taken into custody by CSUPD 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. CSUPD 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, but not to exceed eight (8) hours.

2. If CSUPD's responsibility for prisoner treatment or care shall exceed eight (8) hours duration, CSUPD shall contact the CDP to arrange for CDP to take over the guard duties for the remaining duration of the prisoner's treatment or care. CSUPD 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. CSU shall be and remain responsible for all costs of medical care and hospitalization costs of CSUPD prisoners prior to transport to County.

ARTICLE VI. TRAINING

A. CSUPD agrees that, at minimum, it will provide to its officers and their supervisors, and CSUPD 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 Third Amendment, CSUPD 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 CSUPD 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. CSUPD shall provide the same or comparable training within a reasonable time within the applicable year.

2. Prior to January 1 of each subsequent year, CSUPD 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, CSUPD will provide CDP with information about the type of training provided by CSUPD and confirmation of completion of training by applicable CSUPD personnel. CDP's Chief may determine in his reasonable discretion that CSUPD's required training is not the same or comparable to CDP's, and shall notify CSUPD's Chief in writing of the non-compliance. CSUPD shall promptly remedy its lack of compliance and shall notify CDP's Chief of the remedy. CSUPD shall promptly provide CDP's Chief with any supporting information he may reasonably request.

4. Training requirements shall continue to apply after the expiration of the City's May 26, 2015, Settlement Agreement with the U.S. Department of Justice.

B. CSUPD 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 CSU, CDP will allow CSUPD personnel to attend applicable training provided by CDP for its own personnel, but CSU shall be solely responsible for any applicable costs or expenses, if any, associated with having CSUPD personnel attend.

ARTICLE VII. COMPLAINT BOARD

A. Within thirty (30) days of the Effective Date of this Third Amendment, CSU shall establish a complaint board made up of non-CSUPD persons and the board shall be responsible for reviewing, investigating, hearing, and making findings regarding all civilian complaints about CSUPD's policies and practices and the conduct of agency'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. CSU 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, CSUPD shall promptly provide any information the Chief may reasonably ask for in order to review the existence and operations of the complaint board.

ARTICLE VIII. EXHIBITS

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

Exhibit A: Geographical Area and Locations

Exhibit B: CSUPD Officer Identifications

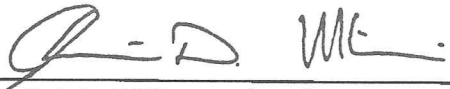
Exhibit C: CDP GPOs

Exhibit D: Protocols Governing Interaction Between CDP and CSUPD

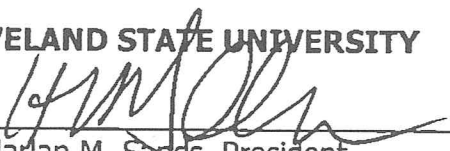
IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed by their authorized representatives.

CITY OF CLEVELAND

By: 
Michael McGrath, Director
Department of Public Safety

By: 
Calvin Williams, Chief
Division of Police

CLEVELAND STATE UNIVERSITY

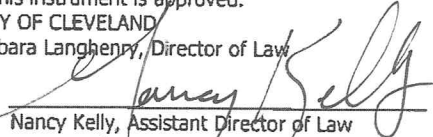
By: 
Harlan M. Sands, President

By: _____
Anthony Traska, Interim Chief
CSU Police Department

The legal form and correctness
of this instrument is approved.

CITY OF CLEVELAND

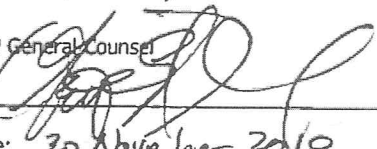
Barbara Langhenny, Director of Law

By: 

Nancy Kelly, Assistant Director of Law

Date: 11/30/18

CSU General Counsel

By: 

Date: 30 November 2018