

**FIRST AMENDMENT TO POLICE AUTHORIZING AGREEMENT NO. 2014-29
BETWEEN
THE CITY OF CLEVELAND AND
THE UNIVERSITY HOSPITALS CLEVELAND MEDICAL CENTER**

THIS FIRST AMENDMENT TO AGREEMENT NO. 2014-29 ("Amendment") is entered into this 28th day of November, 2018, ("Effective Date") by and between the City of Cleveland ("City") through its Director of Public Safety, and The University Hospitals Cleveland Medical Center ("UH"), pursuant to the requisite authority and through its authorized representative.

WHEREAS, the parties entered into Agreement No. 2014-29 on July 17, 2014, pursuant to R.C. 4973.17(D), regarding UH's proprietary Police Department ("UHPD").

WHEREAS, the City no longer operates jail facilities necessitating changes to provisions of Agreement No. 2014-29, 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 Fourth Amendment as set forth below.

THEREFORE, the parties agree as follows:

ARTICLE I. SCOPE OF AMENDMENT

This Amendment does not modify or change in any manner any term or condition not expressly addressed by this Amendment. All terms and conditions of Agreement No. 2014-29 shall remain in full force and effect unless changed or modified by this Amendment.

ARTICLE II. TERM OF AGREEMENT

A. Commencing on December 1, 2018, the term of Agreement No. 2014-29 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. 2014-29, 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, UH shall notify the City's Chief of Police in writing that UH requests an extension to the term of the Agreement. Failure of UH 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 UH Police, ("UHPD"), to immediately cease and desist exercising any police authority obtained from the Agreement.

ARTICLE III. UH POLICE GEOGRAPHICAL AREA OF JURISDICTION; AUTHORIZED UHPD OFFICERS

A. The geographical territory and UH-owned properties in the City of Cleveland within or upon which UHPD 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 UH properties, jurisdiction boundary descriptions, and marked maps. Exhibit A shall supersede any prior geographical area of jurisdiction descriptions in Agreement No. 2014-29.

B. Attached hereto and expressly incorporated herein as Exhibit B are the names, ranks, and badge numbers of UHPD officers that are appointed and authorized to carry out powers and duties of police officers under the Agreement. During the term of the Agreement, UHPD shall, if applicable update this list no less frequently than once every three months 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 ninety (90) days of the Effective Date of the within Amendment, the UHPD shall adopt and implement the CDP's use of force policy and may supplement it with more restrictive provisions upon presentation and confirmation by the CDP Chief of Police. UHPD currently has a no pursuit policy. Should UHPD change this policy and allow pursuits, UHPD shall adopt and implement CDP's most recent pursuit policy. CDP's current policies, including any more restrictive provisions to CDP's use of force policy approved by CDP's Chief of Police, are attached hereto and expressly incorporated herein as Exhibit C. Any permitted deviation from the CDP Use of Force or Pursuit policies shall be agreed to in writing by the Chiefs of Police and does not require an amendment to this Authorizing Agreement.

B. CDP shall give UHPD notice of any amendments to the attached policies, which amendments UHPD shall also adopt and implement within forty-five (45) days of such notice, unless the CDP Chief of Police agrees in writing to a longer implementation schedule.

C. CDP may update the protocols governing the interactions between CDP and UHPD and shall provide a written copy of such updates to UHPD's Chief of Police, which updates shall be incorporated herein without need to formally amend the Agreement.

D. If UH at any time deems CDP's use of force or pursuit policy to be constitutionally deficient, it shall immediately notify City's Chief of Police and Public

Safety Director in writing and explain the basis for its determination. UH shall copy the City's Director of Law with any such written notice. If the City or CDP disagree with UH's assessment, they will notify UH in writing and the respective Chiefs of Police will undertake good faith negotiations in an attempt to resolve the conflict. If UH, in its written notice, proposed alternate language, and neither the City or CDP objects within 60 days from receipt of such notice, the alternate language shall be considered acceptable to the City and CDP.

ARTICLE V. UHPD PRISONERS

A. UH 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 UH prisoners for booking and/or incarceration and will not provide any other prisoner services for UH.

B. UH 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 UHPD.

C. The parties agree that commencing December 1, 2018, the City will be responsible to the County for UHPD prisoners' per diem costs 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 UHPD prisoners arrested pursuant to state or federal laws;

(2) As to the City of Cleveland, any other costs for UHPD prisoners not covered by the City's agreement with the County are and will continue to be the sole responsibility of UH. City will endeavor to promptly provide UHPD a copy of any amendments to the City's agreement with the County; and

(3) UHPD 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. Upon presentment of an invoice by City, UH shall promptly reimburse the City for any costs the City pays the County for such prisoners if the County accepted them.

D. Any UHPD prisoner costs City is responsible for under this 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 UH.

E. UHPD shall take an active and on-going role in expediting and/or reducing the incarceration time of UHPD 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 36 hours. For UHPD prisoners not charged within 36 hours, UH, upon presentment of an invoice by City, shall promptly reimburse City for the cost of the additional jail time.

(1) The UHPD 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, any individual previously accepted by the County as an UHPD Prisoner, and shall specifically instruct the CCCC Director to release said individual.

F. For UHPD prisoners taken into custody by UHPD 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. UHPD shall, where appropriate, 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.

2. If UHPD's prisoner treatment or care shall exceed eight (8) hours duration, UHPD shall contact the CDP to determine if a longer guarding period is required of UHPD and, if not, to arrange for CDP to take over the guard duties for the remaining duration of the prisoner's treatment or care. UHPD 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. UH agrees that the City shall not be responsible for any costs of medical care and hospitalization costs of UHPD prisoners prior to transport to County.

ARTICLE VI. TRAINING

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

2. Prior to November 1 of each year, UHPD shall request from CDP a list of applicable anticipated training for the following calendar year and will provide such training for its applicable personnel within a reasonable time.

3. Upon request by CDP's Chief, UHPD will provide CDP with information about the type of training provided by UHPD and confirmation of completion of training by applicable UHPD personnel. CDP's Chief may determine in his sole discretion that UHPD's required training is not the same or comparable to CDP's, and shall notify UHPD's Chief in writing of the non-compliance. UHPD shall promptly remedy its lack of compliance and shall notify CDP's Chief of the remedy. UHPD shall promptly provide CDP's Chief with any supporting information he may reasonably request.

B. UHPD officers shall participate in annual joint training and other joint initiatives at the request of CDP's Chief of Police. If UHPD's Chief believes any specific joint training is not consistent with the UH police mission, UHPD shall notify the CDP Chief of Police.

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

ARTICLE VII. COMPLAINT BOARD

A. Within thirty (30) days of the Effective Date of this Amendment, UH shall establish a complaint board made up of non-UHPD persons and the board shall be responsible for reviewing, investigating, hearing, and making findings regarding all civilian complaints about UHPD'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. UH 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, UHPD 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. INDEMNIFICATION

UH and UHPD jointly and severally agree to indemnify and save harmless the City and the City's officers, agents and employees against any and all claims, suits, costs, damages and liabilities to the extent they result from or arise out of any negligent or willful conduct or act or omission by UH or UHPD in the exercise of UH or

UHPD's rights and powers under this Agreement No. 66826. UH and UHPD shall, jointly and severally, at their own expense, defend the City in all litigation, pay all attorneys' fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith, and shall, at their own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE IX. EXHIBITS

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

Exhibit A: Geographical Area and Locations

Exhibit B: UHPD Officer Identifications

Exhibit C: CDP GPOs

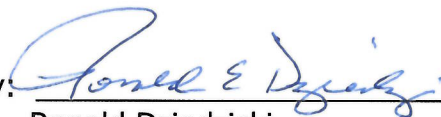
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their authorized representatives.

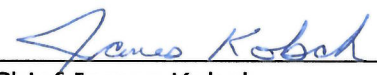
CITY OF CLEVELAND

By: _____
Michael McGrath, Director
Department of Public Safety

By: _____
Calvin Williams, Chief
Division of Police

UNIVERSITY HOSPITALS CLEVELAND MEDICAL CENTER

By: 
Ronald Dziedzicki
Chief Operating Officer, CMC

By: 
Chief James Kobak
UHPD

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

By: _____
Nancy Kelly, Assistant Director of Law

Date: _____

THE UNIVERSITY HOSPITALS CLEVELAND MEDICAL CENTER
Approved as to form

By: 

Date: 11/25/2018