

ORDINANCE NO. 224-22

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND CLINIC FOUNDATION POLICE DEPARTMENT AND THE CITY OF MEDINA AUTHORIZING LIMITED POLICE POWERS WITHIN THE CITY OF MEDINA, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding between the Cleveland Clinic Foundation Police Department, and the City of Medina authorizing limited police powers within the City of Medina.

SEC. 2: That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to cover staffing issues at the East Washington campus; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: December 12, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: December 13, 2022

SIGNED: Dennis Hanwell
Mayor

 **Cleveland Clinic - Law Department**

ORD. 224-22
Exh. A

This page needs to be retained with the Agreement at all times.

COMPANY INFORMATION

CITY OF MEDINA, OHIO
132 N. ELMWOOD
MEDINA, OH 44256

CONTRACT INFORMATION

Contract ID: 4276114
Master Agreement Number:
Dept Reference No.:
Contract Description: AGREEMENT AND EXHIBIT A PROTOCOLS - MOU FOR CCPD POLICE SERVICES WITH THE CITY OF MEDINA
Institute: Operations
Submitting Dept: OPERATIONS
Contract Amount: \$0
Dept Contact: DANIEL EDWARD THOMPSON

TERM INFORMATION

Effective Date: 11/16/2022
Expiration Date: 11/15/2025
Term Type: Fixed

LEGAL TEAM INFORMATION

Attorney: LISA MARIE BARRETT

Paralegal:

Contract approved as to form for: 4276114
Attorney: BARRETT, LISA MARIE
By: Litchfield, Jo Ann
Date: 11/16/2022 11:48:55 AM

AGREEMENT

THIS AGREEMENT made on the 13th day of December, 2022, by and between the City of Medina, a municipal corporation, with a mailing address of 132 North Elmwood Avenue, Medina, OH 44256, and the Cleveland Clinic Foundation, a corporation for non-profit, with a mailing address of 9500 Euclid Ave (Mail Code U12), Cleveland, OH 44195, ("CCF").

Recitals

- A. The CCF established the Cleveland Clinic Police Department ("CCPD") as its own proprietary police department. Members of the CCPD are appointed under R. C. 4973.17(D).
- B. The Chief of Police of the City of Medina Police Department ("MPD") recognizes the authority of the CCPD and has granted approval for officers of CCPD to be vested, while directly in the discharge of their duties as Cleveland Clinic Police Officers, with the same powers and authority vested in a municipal police officer and exercise concurrent jurisdiction over those properties located in the City of Medina owned and operated by CCF and/or one of its directly or indirectly controlled affiliates, including Medina Hospital (CCF and such affiliates are collectively referred to herein as ("CCHS").
- C. This authority, in no way usurps the authority vested in the MPD wherein that property is situated.
- D. The City and CCF believe it is in their mutual interest to provide concurrently, through their separate police departments, police services that will enhance the safety of CCHS' facilities, its patients, employees and property.
- E. It is the desire of the parties to provide for mutual assistance by the interchange and use of their police department personnel and equipment in areas inside and adjacent to CCF and/or CCHS facilities in the City of Medina to the benefit of both in improved safety and vitality in the City.

In consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

Section 1. Exercise of Police Powers

In accordance with the terms and limitations specified in this Agreement, police officers appointed by CCPD, under the authority of R.C. 4973.17, shall have full authority to exercise their police powers granted under R.C. 4973.17 in areas inside and adjacent to the CCHS facilities, within the City of Medina to the extent provided for and limited by Ohio law, all City of Medina General Police Orders (GPOs), the Protocols between the City of Medina

Police Department and Cleveland Clinic Police Department, attached hereto and incorporated herein by reference as Exhibit A, and the provisions of this Agreement.

- a. **Limitations:** Limitations on the authority granted under the provisions of this Agreement include, but are not limited to, the following:
1. When CCPD Officers are within the property expressly owned, leased or otherwise held through contract by CCF and/or a member of CCHS, CCPD Officer authority granted under this Agreement is limited to CCHS Property.
 2. CCPD Officers may exercise their police powers outside the limited areas described in a. 1. of Section 1 when they are within the City's jurisdiction and when exigent circumstances exist, which may include any of the following:
 - i. CCPD Officers are in hot pursuit of a fleeing suspect under R.C. 2935.03;
 - ii. A police officer or member of the public is in imminent peril of bodily harm if action is not taken immediately;
 - iii. The escape of a known criminal or suspect has occurred and action must be taken immediately; or
 - iv. When a CCPD Officer witnesses the commission of a crime while such crime is in progress (this does not include misdemeanor drug activity or routine traffic matters).
 3. CCPD Officers may exercise their police powers outside the limited areas described above a. 1. and 2. of Section 1 when they are participating in a cooperative enforcement effort that has been approved in advance by the Chief of Police for CCPD and the Chief of Police for MPD. Either party may appoint a designee as their representative for approval.
- b. CCPD 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 CCPD.
- c. CCPD Officers may operate emergency police vehicles on City of Medina streets while responding to an emergency call within the scope and terms of their employment and this Agreement.

- d. Any authority granted by this Agreement to CCPD Officers is limited to and shall only apply during periods when CCPD Officers are on duty. This Section is not intended to expand or alter the investigation, transportation, booking, reporting, or other responsibilities of CCPD Officers beyond those described in the Protocols attached as Exhibit A and in MPD GPOs regarding procedures governing the MPD and CCPD police departments.
- e. CCF agrees that for CCPD prisoners that need medical treatment or require hospitalization before booking or while confined by CCPD at jail or holding areas, CCPD Officers shall arrange for the prisoners' medical care or hospitalization and CCPD shall be responsible for transporting its prisoners and guarding its prisoners while medical care is given and during the hospitalization and for the cost of, if any, the medical care or hospitalization. CCPD prisoners confined at Medina County Jail after booking that need outside medical care or hospitalization shall be transported by CCPD. The responsibility for guarding such prisoners shall lie with the CCPD and remain with CCPD until the prisoners is returned to the Medina County Jail. CCF agrees to be responsible for the cost, if any, of any medical care or hospitalization of CCPD prisoners during confinement at the Medina County Jail.
- f. Concurrent with signing this Agreement, CCPD shall provide to the MPD and to the City of Medina Prosecutor, a list of the names and badge numbers of all CCPD Officers covered under this Agreement. This list shall be updated in writing as needed and copies of the update list shall be promptly delivered to the MPD and the City of Medina Prosecutor.

Section 2. Police Powers to be exercised in Accordance with Written Protocols.

The operational procedures governing the exercise of authority by CCPD Officers under this Agreement and governing the exercise of the City's authority within the jurisdiction of the City of Medina shall be set forth in Protocols agreed to, in writing, between CCF and the City of Medina and set forth in Exhibit A. Protocols may be amended from time to time in writing by the Chief of CCPD and the Chief of MPD, as the parties deem necessary.

Section 3. Expenses

No charges shall be made by either CCF or the City of Medina 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 4. Indemnification and Hold Harmless

CCF agrees to indemnify, defend and save harmless the City of Medina and its officials, officers, agents, and employees from and against all suits, claims, loss, cost, damage, expense, or liability brought by third parties based upon any alleged or actual injury or damage to person or property that arises out of any acts, errors, or omissions, including negligence, of CCF or any CCPD officer. To the extent required by law, the City of Medina agrees to assume the risks and responsibility for the acts or omissions of its own officers, employees or agents acting within the scope of their employment with the MPD.

Section 5. Insurance

- a. To the extent permitted by law, personnel to which this Agreement applies, and while acting under this Agreement, may participate in any pension or indemnity fund established by their employer to the same extent as while acting within their employing entity. Those personnel members shall be entitled to all the rights and benefits of Section 9.86, 2744.02, 2950.12 and Chapter 4123 of the Ohio Revised Code, and to all rights and benefits of their employer's applicable insurance policies, to the same extent as while performing services outside the Agreement within the entity they are employed by. To the extent applicable, Section 9.86 and Chapter 2744 of the Ohio Revised Code, as well as the terms and condition of each party's applicable insurance policies, insofar as it applies to the operation of police departments, shall apply to the parties to this Agreement.
- b. CCPD confirms that it has insurance coverage for all CCPD personnel covered under this Agreement and that such insurance applies while CCPD personnel are acting under this Agreement.
- c. The City of Medina acknowledges that it has insurance coverage for its officers.

Section 6. Term and Termination

This Agreement shall be in effect after its execution under the laws of the State of Ohio and shall remain in effect for a period of three (3) years. Either Party may terminate this Agreement upon giving the other Party at least thirty (30) days' prior written notice of intent to withdraw.

Section 7. Meetings

During the Term of this Agreement, either Party may notify the other Party of its desire to meet, at a mutually convenient time and place, to discuss any dispute, problem, or proposed termination.

Section 8. No Assignments

The City and CCF each binds itself and its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor CCF shall assign, sublet, or transfer its interest to this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Section 9. Amendments

This Agreement may be amended from time to time by mutual agreement of the Parties in writing. Any such amendment shall be signed by the Parties and attached to the Agreement as addenda.

Section 10. Notices

All notices that may be proper or necessary shall be sent by regular U.S. Mail, postage pre-paid, to the following addresses or to such other address as either Party may designate for such purpose:

City of Medina

Chief Edward Kinney
Medina City Police Department
132 North Elmwood Avenue
Medina, OH 44256

The Cleveland Clinic Foundation

The Cleveland Clinic Police Department
9500 Euclid Avenue (Mail Code U12)
Cleveland, Ohio 44195

with a Copy to:

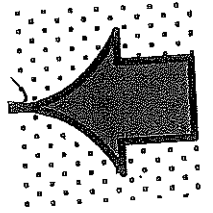
Cleveland Clinic Law Department
3050 Science Park Drive - AC321
Beachwood, Ohio 44122

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

THE CITY OF MEDINA, OHIO

By _____
Edward Kinney
Chief of Police

By Dennis Hanwell
Dennis Hanwell 12-13-2022
Mayor



CLEVELAND CLINIC FOUNDATION

By Deon McCaulley

Print Name DEON McCaulley

Its CHIEF OF POLICE

APPROVED AS TO FORM
CCL - Law Department
DATE: Nov 16 2021 CASH: JDH/ML
By: Lisa M. Benoit

Copy to:

City of Medina
Law Department
132 North Elmwood Avenue
Medina, OH 44256

EXHIBIT "A"

**PROTOCOLS BETWEEN CLEVELAND
CLINIC POLICE DEPARTMENT
AND
CITY OF MEDINA POLICE DEPARTMENT**

The City of Medina Police Department ("MPD") is the law enforcement and investigative branch for the City of Medina. The Cleveland Clinic Police Department ("CCPD") is the proprietary police department of The Cleveland Clinic Foundation ("CCF") and The Cleveland Clinic Health System, which includes CCF and its directly and indirectly controlled affiliates (collectively "CCHS").

CCHS Property shall include all other property that may be acquired by CCF and/or CCHS at a future date that is located within the boundaries of the City of Medina. CCPD shall promptly notify, in writing, both the MPD and the City of Medina Prosecutor of any changes to CCHS Property.

A mutual concern of the CCPD and MPD is the preservation of peace, protection of persons and property, and the enforcement of state and municipal laws and regulations on and around CCHS Property. To provide an open line of communication and cooperation with one another, and to assure the effective accomplishments of mutual responsibilities, the following operational Protocols shall be adopted. These protocols are not intended to, and are neither to be construed to, limit the lawful police power of the MPD nor to confer any additional police powers on CCPD not already held by CCPD Officers except to permit CCPD Officers to enforce the laws inside and outside the CCHS Property within the parameters set forth in CCF's Agreement with the City of Medina and these protocols attached to and incorporated into the Agreement. CCPD Officers will act only within and to the extent permitted by law and CCPD is solely responsible for insuring compliance by its Police Officers with this requirement. CCPD Officers will fully cooperate with MPD.

- 1) Medina Police Department will:
 - a) MPD will have investigative responsibility for the following incidents that occur on CCHS Property:
 - i) Primary investigative authority over all misdemeanor and felony crimes.
 - b) Medina Police will handle all arrests, regardless of misdemeanor or felony. This includes taking custody of the suspect, transporting to Medina County jail and completing all required reporting. CCPD will provide MPD with any documentation associated with an incident on CCHS property when an arrest is initiated.
 - c) Provide all crime statistics necessary for the CCPD to prepare the federally mandated annual report on campus crime statistics and security;

d) In the sole discretion of the MPD, assist the CCPD with investigations or other matters of mutual concern when called on by CCPD to do so.

2) Cleveland Clinic Police Department will:

a) Use its best efforts, consistent with the availability of personnel and other resources, to respond to any criminal complaint reported as occurring on CCHS Property, whether a misdemeanor or felony, unless notified by MPD, or otherwise aware, that a CCPD response has been preempted by MPD.

b) Provide the MPD with copies of all felony crime reports, misdemeanor crime reports in which suspects have been arrested, other crime reports and filed reports, including in those that have been investigated by the CCPD under these Protocols, by fax 330-722-4451 within 24 hours of their completion.

c) When called upon, assist the MPD with investigations, or other matters of mutual concern, for which the ultimate investigative responsibility rests with MPD.

d) CCPD supervisors shall be responsible for monitoring the activity of CCPD Officers. The CCPD shall be responsible for ensuring that all CCPD Officers are trained in arrest procedures, the proper exercise of arrest powers, and other applicable training. MPD is not responsible for the supervision, training, or actions or failure to act, of any CCPD Officer.

e) Promptly notify the MPD in writing of all tows that occur off of CCF Property.

f) Promptly inform the MPD of all felony arrests and all instances of serious physical injury to any person involved, including CCPD Officers under these Protocols.

g) CCPD agrees to adopt the MPD "hot pursuit" policy or a hot pursuit policy that is more restrictive than that policy.

3) Amendment of Protocols: changes to these protocols shall be in writing and approved by signatures of the MPD Chief of Police and the CCPD Chief of Police or their designated representatives.